

Approved as to Form and Legality

Mercer

Date

P. J. Koenig
County Counsel

May 29, 1981

**THIS DOES NOT
CIRCULATE**

COUNTY EXECUTIVE AND CLERK TO THE BOARD
AUTHORIZED TO EXECUTE CONTRACT BETWEEN
TEAMSTERS LOCAL UNION NO. 102, (CLERICAL
AND TECHNICAL EMPLOYEES-PROSECUTOR'S
OFFICE) AND THE COUNTY OF MERCER, UPON
APPROVAL BY COUNTY COUNSEL. TWO (2)
YEAR CONTRACT - JANUARY 1, 1981 TO
DECEMBER 31, 1982

WHEREAS, Teamsters Local Union No. 102 is the sole and exclusive bargaining agent for the Clerical and Technical Employees in the Prosecutor's Office.

WHEREAS, it is in the best interest of the County of Mercer to execute the contract, a copy of which is annexed hereto and made a part hereof; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and they are hereby authorized to execute said contract between Teamsters Local Union No. 102, and the County of Mercer, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board forward a copy of this resolution, together with a copy of the contract, to the County Administrator, Personnel Director, Teamsters Local Union No. 102, and to PERC (Public Employees Relations Commission).

LIBRARY
Institute of Management and
Labor Relations

JUL 1 1981

(this to be a true copy of the original)

Joyce L. Mc Dade

Mercer County Board of *Clerk to the Board*

RECORD OF VOTE

FREEHOLDER	Aye	Nay	N.V.	A.B.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	A.B.	Res.	Sec.
Carabelli	X					✓	Sigmund				X		
Gmitter				X			Watson	X					
Inverso	X				✓		Sollami				✓		
Klepper	X												

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

A G R E E M E N T

Between

THE PROSECUTOR OF MERCER COUNTY

and

TEAMSTER LOCAL NUMBER 102

Effective: January 1, 1981

Expiration: December 31, 1982

CONTENTS

Preamble

1. Recognition
2. Management Rights
3. Union Security
4. Work Schedules
5. Overtime
6. Pay Scales or Rates of Pay
7. Call-in Time
8. Insurance and Retirement Benefits
9. Paid Leaves of Absence
 - 9.1 Bereavement Days
 - 9.2 Union Business Days
 - 9.3 Occupational Injury Leave
 - 9.4 Sick Leave
 - 9.5 Personal Leave
 - 9.6 Jury Duty
10. Absence Without Leave
11. Non-Paid Leaves of Absence
12. Seniority
13. Holidays
14. Grievance Procedure
15. Discipline/Discharge
16. Safety and Health
17. Equal Treatment
18. Work Rules
19. Annual Vacation Leave
20. Shift Pay
21. Longevity
22. Clothing Maintenance Allowance
23. Classifications and Job Descriptions
24. Strikes and Lockouts
25. Outside Employment
26. Waiver
27. Oral Modification
28. General Provisions
29. Separability and Savings
30. Termination

Appendices

PREAMBLE

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

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

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

This Agreement, dated _____, between the Prosecutor of the County of Mercer, hereinafter referred to as the "Employer," and Teamster Local Number 102, hereinafter referred to as the "Union;" and

WHEREAS, the Employer and the Union entered into an Agreement on _____, which Agreement was approved by the Prosecutor of Mercer County.

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

1.

RECOGNITION

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

2.

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.

UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth 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 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 as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to Teamster Local Number 102.

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

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

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

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

4.

WORK SCHEDULES

4.1 The weekly work schedule shall consist of five (5) consecutive days, Monday through Friday, inclusive.

4.2 The weekly work schedule and the starting time of work shifts shall be determined by the Prosecutor after consultation with the Union and may be changed by giving the employees and Union a minimum of two (2) weeks advance notice. In emergency situations, the work schedules and starting time of work shifts may be changed at the discretion of the Prosecutor.

5.

OVERTIME

5.1 Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- a. Daily. All work performed beyond the normal work schedule as provided in Paragraph 5.3 of this Article.
- b. Weekly. All work performed beyond the normal work week.
- c. All work performed on Saturday.
- d. All work performed on a holiday plus the regular day's pay.

5.2 Double time the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed under the following conditions:

- a. All work performed on Sunday.
- b. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.

5.3 Authorized overtime work performed beyond the normal work schedule shall be calculated and paid in the following manner:

- a. From the termination of the normal work schedule through the first fifteen (15) minutes of authorized overtime, no compensation.
- b. From the sixteenth minute through the thirtieth minute of authorized overtime, a one-half hour overtime payment.
- c. From the thirty-first minute and thereafter of all authorized overtime, payment for all overtime worked, commencing with the termination of the normal work schedule through the termination of authorized overtime assignment.

5.4 Authorized sick days, vacation days, personal days, or any other authorized leave of absence are considered work days for the computation of overtime payments in the paragraph(s) above.

5.5 The Employer agrees to provide a meal allowance for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked two (2) hours overtime or is called in on an emergency

basis before his normal starting time and works through his regular meal period. Employees so entitled, based on the above criteria, will be paid a meal allowance at the rate of \$2.00, \$3.00, and \$5.00 for breakfast, lunch, and dinner, respectively.

Employees working authorized, regularly scheduled overtime on Saturday, Sunday, or holidays will not be entitled to a meal allowance.

5.6 All employees covered by the provisions of this Article shall be entitled to elect to be paid for authorized overtime hours worked in accordance with the paragraph(s) above or to be given compensatory time off on an hour-for-hour basis. Should the situation arise where an employee is required to take compensatory time off in lieu of payment for overtime hours worked, said employee shall be granted compensatory time off at the rate of one-and-one-half hours for each overtime hour worked.

5.7 Overtime opportunities will be distributed as equally as possible among employees in the same job classification. It is understood that nothing in this clause shall require payment for overtime hours not worked.

6.

PAY SCALES OR RATES OF PAY

6.1 The 1981 pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached, and the 1982 pay scales for all employees covered by this Agreement shall be as set forth in Appendix B attached.

6.2 During the term of this Agreement, the pay scales will not be changed unless by mutual consent of the Employer and the Union.

6.3 All employees covered by this Agreement, hired prior to January 1, 1981, shall have their salaries increased during calendar years 1981 and 1982 as follows:

a. Effective January 1, 1981, eight (8) percent on their base annual salaries as of December 31, 1980.

b. Effective January 1, 1982, nine (9) percent on their base annual salaries as of December 31, 1981.

c. Effective July 1, 1982, \$300 on their base annual salaries as of June 30, 1982, not to exceed the maximum of the range as set forth in Appendix B.

6.4 All employees covered by this Agreement, hired during the period January 1, 1981, through December 31, 1981, shall receive the minimum of their job classification as set forth in Appendix A, effective their date of hire and shall have their salaries adjusted during calendar year 1982 as follows:

a. Effective January 1, 1982, nine (9) percent on their base annual salaries as of December 31, 1981.

b. Effective July 1, 1982, \$150 on their base annual salaries as of June 30, 1982, not to exceed the maximum of the range as set forth in Appendix B.

6.5 An employees covered by this Agreement, hired during the period January 1, 1982, through December 31, 1982, shall receive the minimum of their job classification as set forth in Appendix B, effective their date of hire.

6.6 An employee who performs work in a higher pay classification other than his own shall receive the minimum of the higher classification or an amount equal to five (5) percent above his present salary, whichever is higher, provided, however, such assignment is authorized by the Prosecutor and County Administrator and submission of CS-6 forms is made to Civil Service effecting said temporary appointment.

6.7 Those employees in this unit who receive a promotion to a higher classification shall go to the minimum of the new range or receive a salary increase of five (5) percent, whichever is higher. The anniversary date for such employees shall not change.

7.

CALL-IN TIME

7.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time-and-one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate.

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

a. Time-and-one-half the employee's regular hourly rate of pay for the first two (2) hours worked.

b. For the balance of the employee's regularly scheduled shift, he shall be compensated at his regular hourly straight time rate of pay.

8.

INSURANCE AND RETIREMENT BENEFITS

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

8.2 The Employer agrees to provide hospital/medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974.

8.3 The Employer agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System.

8.4 The Employer agrees to provide a \$2.50 co-payment Prescription Drug Program to eligible employees in accordance with the provisions of the contractual agreement between the County of Mercer and Blue Cross of New Jersey. Eligible employees, for the purposes of this Program, shall be defined as all full-time permanent employees only.

8.5 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 76-405, adopted September 14, 1976.

8.6 The Employer agrees to provide a Dental Insurance Program to eligible employees and their families, the premium costs for said program to be paid for by the Employer. Eligible employees, for the purposes of this Program, shall be defined as all full-time permanent employees only.

9.

PAID LEAVES OF ABSENCE

9.1 Bereavement Days. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, or any other relative living in the household of the employee, said employee shall be excused for a period beginning with the day of death or the day after the date of death to one (1) day after the funeral, but in no instance for more than five (5) consecutive days. In the event of the death of a grandparent or grandchild not living in the household of the employee, said employee shall be excused for the day of the funeral only. 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.

9.2 Union Business Days. An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized an aggregate of no more than twenty (20) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the Prosecutor. The Union President or his designee shall be allowed such time off as is necessary to conduct intra-county Union business, provided that prior approval is requested and authorization granted by the Prosecutor; such authorization shall not be unreasonably denied.

9.3 Occupational Injury Leave. Any employee who is disabled because of occupational injury or illness shall be charged with loss of time up to and including the fifth consecutive working day from day after the date of injury or illness.

Any permanent or unclassified employee who is disabled for a period of more than five (5) consecutive working days as a result of occupational injury or illness shall be granted a leave of absence with full pay for the entire period of disability, such leave to be limited to a maximum period of one (1) year from date of injury or illness. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges, or benefits.

The leave of absence with full pay for work-related injuries or illness referred to in the paragraph above shall be subject to the following conditions:

a. Causation. The employee's disability must be an injury or illness resulting from or arising from the employment.

(1) Injuries which would clearly not have occurred but for a specific work-related accident or a condition of employment are compensable.

(2) Pre-existing physical illnesses, diseases, or defects aggravated by the employment shall not be compensable where such aggravated injury was a condition of the job that was foreseeable by the employee.

(3) Psychological or psychiatric illness shall not be compensable, except where such illness may be traced to a specific work-related accident or occurrence which traumatized the employee, thereby creating the illness, and the claim is supported by medical documentation.

(4) Illnesses such as heart disorder, not clearly caused by the employment or the work environment, are not compensable.

b. Physical Area. Any accident resulting in injury for which the employee seeks compensation must occur on the work premises.

(1) Work premises shall be defined as the physical operation of the Employer, e.g. hospital and hospital grounds, building and parking facilities provided by the Employer for the benefit of its employees, etc.

(2) The employee shall be compensated for any injury which occurs off the normal work premises while he is clearly acting within the scope of the employment.

c. Time. For an injury to be compensable, it must occur during the employee's normal working hours or during approved overtime hours.

d. Burden of Proof. In all cases, the burden of proof is on the employee.

Any temporary, provisional, or CETA employee who is disabled as a result of occupational injury or illness shall not be entitled to a leave of absence with full pay as outlined above, but shall be covered by the provisions of the Workers' Compensation Law from date of injury or illness.

9.4 Sick Leave. All full-time permanent, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods

for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in one-half day units.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year.

c. The minimum sick leave with pay shall accrue to any full-time temporary, full-time provisional, or full-time CETA employee at the rate of one working day per month as earned.

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

e. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article entitled, "Insurance and Retirement Benefits."

f. 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 situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

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

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

g. (1) The 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

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

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

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

9.5 Personal Leave. All permanent employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in one-half day units. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that 48 hours notice cannot be given, said leave may be taken only upon authorization of said supervisor. 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 leave.

9.6 Jury Duty. All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee serving on jury duty is given advance notice the he is not to report for jury duty on any specific day or should an employee serving on jury duty be released from jury duty prior to 12:00 noon on any specific day, said employee shall be required to report to work at his normal starting time, if not required to report or shall be required to report to work for the remainder of his shift if released from jury duty prior to 12:00 noon.

In the event that an employee serving on jury duty is released after 12:00 noon, said employee shall not be required to report to work for the remainder of his shift.

10.

ABSENCE WITHOUT LEAVE

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

10.2 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.

11.

NON-PAID LEAVES OF ABSENCE

11.1 All leaves of absence without pay shall be at the discretion of the Employer.

12.

SENIORITY

12.1 Seniority is defined as an employee's total continuous length of service with the County beginning with his initial date of hire. Any authorized leave of absence is considered to be continuous service.

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

12.3 The Employer 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.

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

13.

HOLIDAYS

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

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

13.2 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 be celebrated at the employee's option unless the Employer determines that it cannot be taken because of pressure of work.

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

13.4 Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to holiday pay.

14.

GRIEVANCE PROCEDURE

14.1 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 Union steward or employee, or both, shall take up the grievance with the Prosecutor within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Prosecutor shall render a decision in writing.

Step Two: If the grievance has not been settled within fifteen (15) days after receipt of the written reply of the Prosecutor, the Union 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.

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

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

14.4 Representatives of the Union, who are not employees previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the Prosecutor or his designated representative, permission for which shall not be unreasonably withheld.

15.

DISCIPLINE/DISCHARGE

15.1 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.

15.2 Any employee so disciplined or discharged shall have the right to appeal the outcome of a disciplinary action. This appeal may be made either to the Civil Service Commission or to binding arbitration (in accordance with the Article of this Agreement entitled "Grievance Procedure"). It is expressly understood that an employee shall only be entitled to one avenue of appeal and, furthermore, that any employee exercising his right of appeal to the Civil Service Commission waives his right to arbitration and, conversely, that any employee exercising his right of appeal to arbitration waives his right to appeal to Civil Service.

16.

SAFETY AND HEALTH

16.1 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. Failure to utilize said safety materials when issued shall be cause for disciplinary action.

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

.17.

EQUAL TREATMENT

17.1 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.

17.2 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 employee because of Union membership or non-membership.

18.

WORK RULES

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

19.

ANNUAL VACATION LEAVE

19.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

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

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

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

c. From beginning of sixth year to completion of tenth year, fifteen (15) working days.

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

e. After completion of fifteenth year, twenty-five (25) working days.

19.3 Annual vacation leave with pay for all full-time temporary, full-time provisional, and CETA employees shall be earned at the rate of one (1) day per month.

19.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding his vacation period.

19.5 An employee who is called back to work while on authorized vacation, shall be paid time and one-half and shall not lose vacation day(s).

19.6 Vacation allowance must be taken during the current calendar year unless the Employer determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of ten (10) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding year.

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

19.8 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

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

19.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

20.

SHIFT PAY

20.1 Employees working on shifts of which the majority of working hours fall between 4:00 p.m. and 12:00 midnight shall receive in addition to their regular pay an additional fifteen (15) cents per hour.

20.2 Employees working on shifts of which the majority of working hours fall between 12:00 midnight and 8:00 a.m. shall receive in addition to their regular pay an additional twenty (20) cents per hour.

21.

LONGEVITY

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

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$200 commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, an additional \$300.

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.

22.

CLOTHING MAINTENANCE ALLOWANCE

22.1 The Employer agrees to provide an annual \$150 clothing maintenance allowance to the Senior Identification Officer and Identification Officer. This allowance shall be earned on a quarterly basis, provided the employee works a minimum of one (1) day in any calendar quarter, and shall be paid semi-annually during June and December.

22.2 New employees, retired employees, or deceased employees shall be paid a prorated share of the clothing maintenance allowance, based upon the formula set forth in the paragraph above, payable in either June or December.

22.3 Employees covered by this Agreement who voluntarily terminate their employment with the County of Mercer or whose employment is terminated for cause shall not be entitled to payment of the clothing maintenance allowance or any prorated portion thereof.

23.

CLASSIFICATIONS AND JOB DESCRIPTIONS

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

23.2 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.

.24.

STRIKES AND LOCKOUTS

24.1 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.

24.2 The Employer shall follow the grievance procedure for which provision is made herein, and the Employer shall not cause any lockout.

25.

OUTSIDE EMPLOYMENT

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

26.

WAIVER

26.1 The right of either party to require strict performance hereunder by the other shall not be affected by any waiver, forbearance, or course of dealing.

.27.

ORAL MODIFICATION

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

• 28.

GENERAL PROVISIONS

28.1 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 but within the Agreement dates and those former employees whose employment was terminated by death or retirement prior to the date of execution of this Agreement.

• 29.

SEPARABILITY AND SAVINGS

29.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

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

TERMINATION

30.1 Subject to the terms of this Agreement and the grievance procedure, the Employer 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.

30.2 This Agreement shall be effective as of the first day of January 1981 and shall remain in full force and effect until the 31st day of December 1982. 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 August 18 of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

30.3 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 27th day of May, 1981.

ATTEST:

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

COUNTY OF MERCER
Bill Mathesius
County Executive

ATTEST:

John T. Woodward
Witness

TEAMSTER LOCAL NUMBER 102
Anthony Pizitelli
Anthony Pizitelli
Recording Secretary

ATTEST:

Philip S. Carchman
Witness

MERCER COUNTY PROSECUTOR'S OFFICE
Philip S. Carchman
Prosecutor

APPENDIX A

1981 Annual Salary Ranges

Agency Aide	\$ 7,992-10,735
Clerk Stenographer	8,316-11,354
Clerk Typist	7,992-10,735
Docket Clerk (Typing)	8,316-11,892
Identification Officer	9,148-13,645
Legal Stenographer	8,316-12,452
Principal Account Clerk (Typing)	9,396-13,645
Principal Clerk Stenographer	9,720-14,943
Principal Clerk Typist	9,396-13,645
Principal Legal Stenographer	10,368-16,379
Senior Clerk Stenographer	8,640-12,452
Senior Clerk Typist	8,316-11,892
Senior Docket Clerk	8,640-12,452
Senior Identification Officer	10,792-16,379
Senior Legal Stenographer	9,828-14,943
Senior Terminal Operator	8,640-12,452
Supervising Clerk	10,371-16,379
Terminal Operator	7,992-10,735
Vault Clerk	7,992-10,735

APPENDIX B

1982 Annual Salary Ranges

Agency Aide	\$ 8,711-11,701
Clerk Stenographer	9,064-12,376
Clerk Typist	8,711-11,701
Docket Clerk (Typing)	9,064-12,962
Identification Officer	9,971-14,873
Legal Stenographer	9,064-13,573
Principal Account Clerk (Typing)	10,242-14,873
Principal Clerk Stenographer	10,595-16,288
Principal Clerk Typist	10,242-14,873
Principal Legal Stenographer	11,301-17,853
Senior Clerk Stenographer	9,418-13,573
Senior Clerk Typist	9,064-12,452
Senior Docket Clerk	9,418-13,573
Senior Identification Officer	11,763-17,853
Senior Legal Stenographer	10,713-16,288
Senior Terminal Operator	9,418-13,573
Supervising Clerk	11,304-17,853
Terminal Operator	8,711-11,701
Vault Clerk	8,711-11,701