

A G R E E M E N T

Between

THE PROSECUTOR OF MERCER COUNTY

and

TEAMSTERS LOCAL NUMBER 102

(CLERICAL)

Effective: January 1, 1999
Expiration: December 31, 2000

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The following represents the agreement between The Prosecutor of Mercer County and Teamsters Local No. 102 (Clerical) for the period January 1, 1999 to December 31, 2000.

Jack Riley
Secretary/Treasurer
Teamsters
Chief Negotiator

Lewis Goldstein
Chief, Division of Employee Relations
County of Mercer
Chief Negotiator

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 interest 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;

WHEREAS, the parties agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled;

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.

3. **UNION SECURITY**

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. 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 with 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 provision 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 hourly rate of pay shall be paid for all authorized overtime work performed by full time employees under any of the following conditions, but compensation shall not be paid twice for the same hours.

- a. All work performed in excess of 35 hours weekly as provided in Paragraph 5.3 below.

- b. All work performed on Saturday.
- c. 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 weekly 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 with pay are considered work days for the computation of overtime payments in paragraphs 5.1 and 5.2 above.

5.5 Part-time employees are exempted from the overtime provisions of 5.1 and 5.2 above. They shall be compensated for all hours worked in accordance with the following schedule:

Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 35 hours worked weekly, excluding meal periods. Overtime compensation at the rate of time and one-half an employee's straight time hourly rate of pay shall be paid for work performed in excess of 35 hours weekly, excluding meals.

5.6 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. Effective January 1, 1999, employees so entitled, based on the above criteria, will be paid a meal allowance at the rate of \$5.50, \$7.50, and \$14.50 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.

5.7 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 paragraphs 5.1, 5.2, and 5.3 above or to be given compensatory time off on an hour-for-hour basis. Employees who elect 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 provided this does not violate the Federal Fair Labor Standards Act (FLSA).

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

6. PAY SCALES - RATES OF PAY

6.1 The rates of pay for all employees covered by this Agreement for calendar years 1999, and 2000 shall be as set forth in the Compensation Schedule attached in the Appendix.

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

6.3 The salary package for calendar years 1999 and 2000 shall be as follows:

- a. Effective January 1, 1999 employees not at the maximum should receive a two and one-half (2.5%) percent salary increase. Employees at the maximum shall receive a three (3%) percent salary increase on January 1, 1999.
- b. Effective July 1, 1999 all employees not at the maximum and in grade on January 1, 1999 shall receive one (1) increment on the step guide within the salary range for their respective title as set forth in the compensation schedules attached hereto.
- c. Effective April 1, 2000 employees not at the maximum shall receive a three (3%) percent salary increase. Employees at the maximum shall receive a four (4%) increase on April 1, 2000.
- d. Effective July 1, 2000 all employees in grade on January 1, 2000 shall receive one (1) increment on the step guide within the salary range for their respective title as set forth in the compensation schedules attached hereto provided the employee is performing satisfactorily as determined by the Prosecutor. Any dispute over payment of the increment shall be subject to discussion with the Union and the Prosecutor.

6.4 Effective January 1, 1999, all employees covered by this agreement who have completed ten (10) years of service with the Prosecutor's Office or other law enforcement agency shall receive \$250.00, employees who have completed fifteen (15) years of service shall receive \$300.00 and employees who have completed twenty (20) years of service shall receive \$400.00 built into their base pay as part of a law enforcement support staff stipend. The stipend shall be paid on a prorated basis on the employee's tenth, fifteenth or twentieth anniversary with the Prosecutor's Office or other law enforcement agency.

6.5 Employees who work in a higher pay classification or receive a promotion, be it permanent, provisional or temporary, shall have their salary adjusted within the new range which will reflect the minimum salary increase of (5%) five percent. Effective the first pay period after the promotion, said employee will be placed on step guide within the salary range for their respective title.

This assignment and/or promotion must be approved on a County request for Personnel Action Form.

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 required 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.

7.2 In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner.

a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of his normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

8. **INSURANCE AND RETIREMENT BENEFITS**

8.1 The Employer agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the Employer except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

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. Said insurance will continue under any self-insurance program or independent carrier the Employer may choose.

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 County agrees to provide a co-payment Prescription Drug Program (\$8.00 brand name drugs and \$2.00 generic drugs in 1999 and \$10.00 brand name drugs and \$2.00 generic drugs in 2000) to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purpose of this Program, eligible newly hired employees shall be defined as all full-time permanent and all full-time provisional 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 at the rate of fifty percent (50%) of his/her accumulated sick time to a maximum of eighteen thousand dollars (\$18,000).

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

8.7 The County Agrees to make available the State Disability Plan effective January 1, 1993. All eligible employees are required to make the co-payment and follow the procedures of this plan.

8.8 There shall be no increase in the health co-pay in 1999 and 2000. Single coverage shall be \$15.00 per pay and all other coverages shall be \$20.00 per pay.

8.9 The County agrees to establish a vision care program which is not a reimbursement program for unit members. The vision Care program will allow eligible County employees to receive discounts from designated countywide providers to reduce costs in the purchase of lenses and frames and eye examinations.

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, grandmother, grandfather or any other relative living in the household of the employee, said employee shall be excused for a period beginning with the day of day of death or the day after the date of death, but in no instance for more than five (5) consecutive working days within a seven-day period. 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. Additionally, a one-day bereavement leave will be granted in the event of death of a stepparent, stepchild, grandparent, brother-in-law, sister-in-law or grandchild. The Employer shall have the right to request proof of death and/or living arrangements whenever said proof shall appear reasonable.

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 covered by the provisions of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability. The maximum payment shall be 70% of the employee's weekly wage with no maximum cap.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability commencing the day after the date of injury or

illness. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave and clothing allowance credits shall not accrue during this period of disability. All other entitlements under this Article shall be as prescribed by the New Jersey Workers' Compensation Law.

Employees returning from authorized leave of absence as set forth above shall be restored to their permanent or provisional title and shift, at the then appropriate rate of pay, with no loss of seniority or other employee rights and privileges.

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 hourly 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 or full-time provisional 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 full-time 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 hourly 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.

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 that 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.

9.7 SICK LEAVE BUY BACK - Full time employees having accumulated ten (10) or more of their fifteen (15) sick days for that year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

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

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. Employees returning from an authorized non-paid leave of absence shall be restored to their permanent or provisional title and shift, at the appropriate rate of pay, with no loss of seniority or other employee rights and privileges.

12.

CHILD CARE/MATERNITY LEAVE

12.1 A permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for maternity purpose. Said leave shall be granted for a three month period upon written certification of the employee's physician that she is unable to work due to her pregnancy and/or childbirth and may be extended for additional three month periods. This certification is subject to approval by the County Physician. Further, all employees shall be required to be examined by the County Physician and certified by him/her as fit to return to work prior to their return to work.

12.2 Notwithstanding the provisions of Article 9.4 (Sick Leave with Pay) and Article 12.1 (Maternity Leave Without Pay), a permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of one (1) year. Said leave shall commence effective upon the date of birth of the employee's child and under no circumstances shall this leave of absence be extended beyond this one-year period.

12.3 The County and the Union agree that the provisions of the Family Leave Act, NJSA 34:11B-1, shall be abided by during the term of this contract.

13.

SENIORITY

13.1 Seniority is defined as an employee's 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.

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

13.3 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.

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

14.

HOLIDAYS

14.1 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

14.2 Holidays enumerated in the paragraph above which fall on a Saturday shall be celebrated on the preceding Friday; holidays which fall on a Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

14.3 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.

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

15.

GRIEVANCE PROCEDURE

15.1 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 or 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.

15.2 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.

15.3 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.

15.4 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.

15.5 The employer will provide a bulletin board to the union for the posting of union business.

16. **DISCIPLINE/DISCHARGE**

16.1 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.

16.2 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

- a. A permanent employee against whom disciplinary action has been taken which resulted in a suspensions or fine of more than five days at one time; suspension or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal to the Civil Service Commission and shall be precluded from having the Union move his appeal to binding arbitration.
- b. The Union, in behalf of a permanent employee against whom disciplinary action has been taken which does not result in a penalty enumerated in paragraph 16.2(a) above, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step II of the Grievance Procedure.
- c. The Union, in behalf of a provisional or unclassified employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step II of the Grievance Procedure.

17.

SAFETY AND HEALTH

17.1 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.

17.2 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.

18.

EQUAL TREATMENT

18.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership, or Union activities and/or any disability as defined under the Federal Americans with Disabilities Act (ADA) legislation.

18.2 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.

19.

WORK RULES

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

19.2 Employees may review their personnel files once a year upon advance notice and at reasonable times.

19.3 All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the union shall subject that member to appropriate disciplinary action.

19.4 The Employer shall post and notify the Union of all permanent job vacancies.

20.

ANNUAL VACATION LEAVE

20.1 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. Vacation leave may be taken in hourly units.

20.2 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.

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

20.4 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.

20.5 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).

20.6 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.

20.7 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.

20.8 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.

20.9 Part-time employees shall earn seven (7) hours of vacation time for every one hundred and forty (140) hours worked.

20.10 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.

21.

SHIFT PAY

21.1 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.

21.2 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 and additional twenty (20) cents per hour.

22. **BI-LINGUAL STIPEND & CROSS TRAINING - OVERTIME REDUCTION ALLOWANCE**

22.1 Full-time employees entitled to a bi-lingual stipend will be given an oral and written examination from Spanish to English and English to Spanish as determined by the Prosecutor. Candidates who successfully pass the examination will be entitled to a stipend of \$375.00 for 1999 and \$400.00 for 2000. This stipend shall be payable each January 1 on a pro-rated basis during the calendar year.

22.2 A maximum of six (6) full-time employees will be entitled to the stipend providing they have successfully passed the above examination. If for whatever reason any employee receiving a bi-lingual stipend ceases to perform a bi-lingual function, said stipend payment will be discontinued. If necessary and available, a qualified replacement will be considered.

22.3 All full-time employees shall receive a \$300.00 Cross-Training and Overtime Reduction Allowance to allow for the cross-training of unit teams within the Prosecutor's Office. This annual allowance, not built into the base, shall be paid on December 15, 1999 for 1999 and December 15, 2000 for 2000.

23.

LONGEVITY

23.1 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 \$300 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, additional monies as cited in 23.2.

23.2 The longevity payment schedule is as follows:

5 years	\$ 300
10 years	\$ 900
15 years	\$1,350
20 years	\$1,850
25 years	\$2,300
30 years	\$2,700
35 years	\$3,100
40 years	\$3,500
45 years	\$3,900

23.3 Any interruption of service due to a cause beyond the control of the employee, i.e., for military service, injury, or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative period of service with the County of Mercer. Nothing contained in 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.

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

24. **CLOTHING MAINTENANCE ALLOWANCE**

24.1 The Employer agrees to provide an annual \$350.00 clothing maintenance allowance to the Senior Identification Officer, and Identification Officer, and Forensic Photographers. This allowance shall be earned on a monthly basis, provided the employee works a minimum of one (1) day in any calendar month, and shall be paid semi-annually during June and December.

24.2 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.

24.3 Employees covered by the 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.

25. **CLASSIFICATION AND JOB DESCRIPTION**

25.1 The classification for employees covered by the Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

25.2 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.

26. **DRUG TESTING**

26.1 In accordance with County policy, employees out for more than thirty (30) days due to personal injury and who are receiving either worker compensation payments and/or State Disability payments, shall be subject to drug testing as part of their return to work examination.

26.2 Pursuant to guidelines issued by the State Attorney General regarding the random drug testing of employees within law enforcement agencies, the Prosecutor and the Union are in agreement with the concept of drug testing. If a random drug testing program is implemented in the Prosecutor's Office, it will be at the direction of the Prosecutor and under the guidelines set forth by the Prosecutor.

27. **STRIKES AND LOCKOUTS**

27.1 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 employee 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.

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

28. OUTSIDE EMPLOYMENT

28.1 Any employee covered by the 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.

29. WAIVER

29.1 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.

30. ORAL MODIFICATION

30.1 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.

31. GENERAL PROVISIONS

31.1 The provisions of the Agreement shall only apply to those employees in the unit who are on the County payroll and actively 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.

32. SEPARABILITY AND SAVINGS

32.1 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 the Agreement shall remain in full force and effect for the duration of this Agreement.

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

33. TERMINATION

33.1 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.

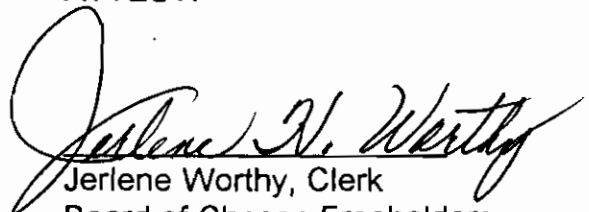
33.2 This Agreement shall be effective as of the first day of January 1999 and shall remain in full force and effect until the 31st day of December 2000. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by October 1st of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.


33.3 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 5/19/99

ATTEST:


Jerlene Worthy, Clerk
Board of Chosen Freeholders

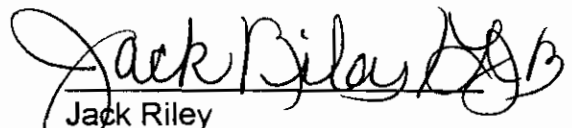
COUNTY OF MERCER


Robert D. Prunetti
County Executive

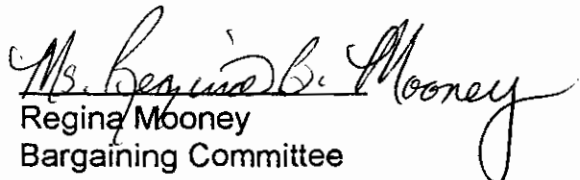
ATTEST:

TEAMSTERS LOCAL NO. 102

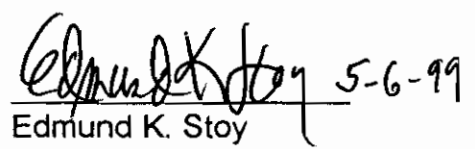

Linda Byrne
Bargaining Committee

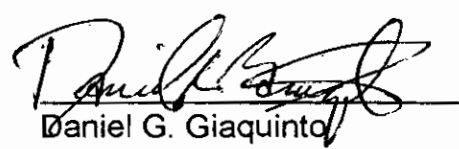

Jack Riley
Secretary/Treasurer


Staci Tarcza
Bargaining Committee


Regina Mooney
Bargaining Committee

MERCER COUNTY PROSECUTOR'S OFFICE

 5-6-99
Edmund K. Stoy
Office Manager


Daniel G. Giaquinto
Prosecutor

APPENDIX A

Job Titles - Salary Range Codes

<u>TITLE</u>	<u>SALARY RANGE CODE</u>	<u>HOURS OR WORK</u>
Administrative Clerk-Prosecutor	V11	35
Agency Aide	V05	35
Clerk Stenographer	V02	35
Clerk	V01	35
Clerk Transcriber	V02	35
Clerk Typist	V01	35
Clerk Typist (Bilingual)	V02	35
Data Entry Machine Operator	V03	35
Docket Clerk (Typing)	V02	35
Forensic Photographer	V04	35
Identification Officer	V05	35
Legal Secretary	V11	35
Legal Stenographer	V04	35
Principal Account Clerk (Typing)	V07	35
Principal Clerk Stenographer	V07	35
Principal Clerk Typist	V05	35
Principal Data Control Clerk	V06	35
Principal Docket Clerk Typist	V06	35
Principal Legal Stenographer	V10	35
Principal Work Processing Operator	V10	35
Secretarial Assistant	V10	35
Senior Account Clerk	V04	35
Senior Clerk Stenographer	V04	35
Senior Clerk Typist	V03	35
Senior Data Entry Machine Operator	V04	35
Senior Docket Clerk (Typing)	V04	35
Senior Identification Officer	V10	35
Senior Legal Stenographer	V07	35
Senior Terminal Operator	V04	35
Senior Word Processing Operator	V05	35
Supervising Account Clerk Tying	V10	35
Supervising Clerk	V10	35
Vault Clerk	V01	35
Word Processing Operator	V04	35

APPENDIX B

JANUARY 1999 PROSECUTOR CLERICAL COMPENSATION SCHEDULE

<u>RANGE #</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
V01	19,222	20,022	20,824	21,625	22,427	23,229	24,030	25,523
V02	20,112	20,951	21,790	22,630	23,469	24,309	25,147	26,710
V03	21,064	21,942	22,821	23,699	24,577	25,456	26,333	27,970
V04	22,055	22,974	23,894	24,813	25,733	26,652	27,573	29,286
V05	24,170	25,177	26,185	27,192	28,200	29,207	30,215	32,090
V06	25,287	26,339	27,391	28,444	29,495	30,548	31,601	33,559
V07	26,463	27,564	28,665	29,767	30,868	31,969	33,071	35,119
V08	27,703	28,856	30,010	31,163	32,317	33,470	34,625	36,775
V09	28,510	29,696	30,882	32,068	33,254	34,440	35,626	37,836
V10	29,005	30,213	31,419	32,627	33,834	35,041	36,248	38,496
V11	30,367	31,632	32,896	34,161	35,427	36,692	37,957	40,312

APRIL 2000 PROSECUTOR CLERICAL COMPENSATION SCHEDULE

<u>RANGE #</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
V01	19,799	20,623	21,449	22,274	23,100	23,926	24,751	26,544
V02	20,715	21,580	22,444	23,309	24,173	25,038	25,901	27,778
V03	21,696	22,600	23,506	24,410	25,314	26,220	27,123	29,089
V04	22,717	23,663	24,611	25,557	26,505	27,452	28,400	30,457
V05	24,895	25,932	26,971	28,008	29,046	30,083	31,121	33,374
V06	26,046	27,129	28,213	29,297	30,380	31,464	32,549	34,901
V07	27,257	28,391	29,525	30,660	31,794	32,928	34,063	36,524
V08	28,534	29,722	30,910	32,098	33,287	34,474	35,664	38,246
V09	29,365	30,587	31,808	33,030	34,252	35,473	36,695	39,349
V10	29,875	31,119	32,362	33,606	34,849	36,092	37,335	40,036
V11	31,278	32,581	33,883	35,186	36,490	37,793	39,096	41,924