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AGREEMENT

BETWEEN

THE COUNTY OF MERCER

AND

LOCAL 2287 OF

THE AMERICAN FEDERATION OF

STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

Effective: January 1, 1990  
Expiration: December 31, 1991

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PREAMBLE

This Agreement, dated June 26 1998 between the County of Mercer, hereinafter referred to as the "Employer", and Local Number 2287 of the American Federation of State, County, and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union".

WHEREAS, the County 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 County to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County 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, or by Court rules and directives of the Administrative Office of the Courts as applicable to employees covered by Rule 1:17 of the rules governing the Courts of the State of New Jersey, hereinafter referred to as Court employees, 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 County and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the Employer and the Union entered into an Agreement on \_\_\_\_\_ which Agreement was approved by the Board of Chosen Freeholders.

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 classification 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. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with "Title 52 of the Revised Statutes," as amended by Chapter 345, P.L. 1981. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the 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 AFSCME Local 2287. Existing written authorization for dues deduction to an employee organization other than AFSCME Local 2287 must be terminated within sixty (60) days of the date of execution of this Agreement.

3.3 Any employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of 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. This clause is not applicable to Court employees.

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

The Union 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 to the 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. 34:13A5.4, et. al.

4. WORK SCHEDULES/WORK SHIFTS

4.1 The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive except for employees in continuous operations. A continuous operation is defined as an operation where the nature of the work provides for more than an eight (8) hour period per day and/or more than five (5) days per week. Any exception to the work schedules as outlined above may be made by the Employer and the Union by mutual agreement.

4.2 Where the nature of the work involved required continuous operations, employees will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly through the year.

a. All full-time, permanent staff at the Mercer County Geriatric Center and in the Central Kitchen Unit covered by this agreement (under blue collar) employed prior to July 1, 1986 shall remain an every other weekend off schedule. All employees working alternate weekends as of June 9, 1987 shall maintain an every other weekend off schedule. Employees hired after June 8, 1987 shall not be maintained on an every other weekend off schedule. Employees hired subsequent to June 8, 1987 shall be covered by 4.2 of this agreement.

4.3 The normal work shifts for all employees covered by this Agreement shall be as follows:

- a. White Collar - seven (7) hours per day with one (1) hour unpaid lunch.
- b. Blue Collar - seven and one-half (7 1/2) hours per

day with one-half (1/2) hour unpaid lunch period.

c. Blue Collar (Institutional) - eight (8) hours per day with one-half hour paid lunch period.

4.4 The starting times of work shifts shall be determined by the Employer on January 1, of each year.

5. OVERTIME  
(Blue Collar)

5.1 Time and one-half the employee's regular rate of pay shall be paid for all 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 the following weekly work schedule:

1. Blue Collar - 37 1/2 hours.

2. Blue Collar (Institutional) - 40 hours.

b. All work performed on the sixth workday as such of any work week, excepting those operations exempted by mutual agreement between the Employer and the Union.

c. All work performed on a holiday plus the regular day's pay, except as modified by Paragraph 5.2 below.

d. Any employee working an unscheduled work day will receive time and one half the regular rate of pay.

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

a. All work performed on Sunday, excepting continuous operations.

b. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.

c. All non-scheduled work performed on a holiday outside of an employee's normally scheduled work shift when an employee is called in to work because of a natural emergency (i.e., snow, ice and wind storms, flooding conditions).

d. Any employee working both the first and second or third and fourth unscheduled work days within a pay period will receive time and one half the employee's regular rate for the first and/or third days and double

time for the second and/or fourth days.

5.3 Authorized sick days, vacation days, personal days, or any other authorized leave of absence with pay are considered work days for the purpose of computation of overtime payments in Paragraphs 5.1 and 5.2 above.

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

a. Blue Collar - Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 37 1/2 hours worked weekly. Overtime compensation at the rate of time and one-half an employee's straight-time hourly rate of pay shall be paid for all worked performed in excess of 37 1/2 hours weekly.

b. Blue Collar (Institutional) - Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 40 hours worked weekly. Overtime compensation at the rate of one and one-half an employee's straight-time hourly rate of pay shall be paid for all worked performed in excess of 40 hours weekly.

5.5 Specific operations shall be exempted from the overtime provisions outlined in Paragraphs 5.1 and 5.2 above by mutual agreement between the Employer and the Union.

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

5.7 The County will provide meals for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked four (4) hours overtime, or if the employee is called in on an emergency basis before starting time and works through the regular breakfast hour.

5.8 No employee covered by the provisions of this Agreement shall be authorized to receive compensatory time off in lieu of wages earned on overtime.

(White Collar)

5.9 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 5.10 below.
- b. All work performed on a Saturday.
- c. All work performed on a holiday, plus the regular day's pay.

5.10 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.

5.11 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.

5.12 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 5.9 and 5.10 above.

5.13 Part-time employees are exempted from the overtime provisions of 5.9 and 5.10 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 meal periods.

5.14 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, \$3, and \$5 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.

5.15 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 Paragraphs 5.9, 5.10 and 5.11 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.

5.16 Overtime opportunities will be distributed as equally as possible according to seniority among those employees within a division who regularly perform such work. It is understood that nothing in this 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 1990 and 1991 shall be set forth in the Compensation Schedules attached as Appendix B.

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 1990 and 1991 shall be as follows:

a. Effective January 1, 1990 all employees shall receive a three (3%) percent salary increase. Effective July 1, 1990 shall receive three (3%) percent salary increase.

b. Effective July 1, 1990 all employees in grade January 1, 1990 shall receive one increment on the step-on guide within the salary range for their respective title as set forth in the Compensation schedules attached as Appendix B.

c. Effective January 1, 1991 all employees shall receive a five (5) percent salary increase.

d. Effective July 1, 1991 all employees shall receive a one (1) percent salary increase.

e. Effective July 1, 1991 all employees in grade on January 1, 1991 shall receive one increment on the step-on guide within the salary range for their respective title as set forth in the Compensation schedules attached as Appendix B.

f. Hospital Attendants in grade achieving certification will receive an increment effective the first full pay period of the month following the certification. Those attendants in grade who are currently certified will receive an increment the first full pay period following the execution of this agreement.

6.4 A Blue Collar employee who performs work in a higher pay classification other than his own for at least four (4) hours in any work day shall receive the higher rate of pay for such work for the period of time it is performed and his salary shall be adjusted to the step in the range of the higher pay classification which reflects a minimum of five (5) percent salary increase above his present salary, and in no instance would an employee receive less than his present salary.

6.5 A White Collar employee who performs work in a higher pay classification other than his own shall have his salary adjusted to the step in the range of the higher pay classification which reflects a minimum of five (5) percent salary increase above his present salary, provided however, such assignment is authorized by the Department Director and the County Administrator.

6.6 Those employees in the unit who receive a promotion to a higher classification shall have their salary adjusted within the new range which will reflect a minimum salary increase of 5%. Effective January 1 or July 1 following promotion date, employee will be placed on step-on guide within the salary range for their respective title.

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 the 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.

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

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

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

8.4 The County agree to provide a \$4.00 co-payment Prescription Drug Program to eligible employees and their eligible dependents;

the premium costs for said program to be paid by the County. Further, for the purposes of this Program, eligible newly hired employees shall be defined as full-time permanent employees only.

8.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution Number 86-580 adopted December 9, 1986.

8.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. (Further, for the purposes of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only.) The County will pay up to conventional dental program rates for 100% capitation plan (Eastern Dental or similar).

8.7 Any change in carriers shall be discussed and reviewed with the Union prior to implementation.

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 not to exceed five (5) consecutive days for bereavement purposes beginning with the day of death or the day after the date of death. 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 a period not to exceed one (1) day. The employee will be paid his regular hourly rate of pay for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours pay (Blue Collar - Institutional), seven and one-half (7 1/2) hours pay (Blue Collar) or seven (7) hours pay (White Collar) for any one (1) day.

9.2 UNION BUSINESS - 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 sixty (60) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the County Administrator. The Union President and/or his/her 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 Division Director; 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.

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 the injury or illness. Said employees shall also receive sick and vacation credits during the period of their disability. Personal leave 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 original job classification 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 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 for denial of the use of sick leave for that absence.

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

g. (1) The Employer may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

(2) Where proof of illness is required, a review shall be conducted after three months of the imposition. If adequate improvement is demonstrated the imposition is discontinued.

(3) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

(4) The Employer 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 Physician or by a physician designated by the County Physician. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.

h. Part-time permanent employees will earn sick time on the basis of one day earned for every 20 full days worked.

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

j. Sick leave credits shall continue to accrue while an employee is on leave with pay and authorized leave of absence due to work related injury or illness. Credits shall not accrue while an employee is on any leave without pay except active military leave.

k. The Employer and the Union agree to establish a voluntary sick leave bank to be implemented in 1991.

9.5 Personal Leave - All 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 the 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 and shall not accrue during the period of time that an employee is on authorized leave of absence for a work related injury or illness. Part-time employees shall not receive personal 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 that he is not to report for jury duty on any specific day, said employee shall report for work at his normal starting time. Should an employee serving on jury duty be released from jury duty prior to 12:00 noon on any specific day, he shall be required to report to work for the remainder of his shift.

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.

For the purposes of this Article, any employee who is called upon to serve jury duty shall have his work schedule adjusted, if necessary, to place him on the normal (daytime) shift for the period of time he is required to serve jury duty.

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 was granted, shall be unauthorized absence and may be cause for disciplinary action.

11. NON-PAID LEAVES OF ABSENCE

11.1 A permanent employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed four (4) months.

11.2 The Employer will grant leaves of absence to two (2) employees, not more than one from any division, to accept full-time Union employment. Sixty (60) days notice in writing shall be given to the Employer by any employee requesting such leave.

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

11.4 Employees returning from authorized leaves of absence as set forth in the paragraph(s) above will be restored to their original classifications and salaries which they were earning at the time leave was granted. Said employees will suffer no loss of seniority or other employee rights, privileges, or benefits, provided, however, that sick leave, vacation leave, and longevity credits shall not accrue.

12. CHILD CARE/MATERNITY

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 purposes. Said leave shall be granted for a three month period upon written certification of the employee's physician that she is unable to work due to her pregnancy and/or childbirth and may be extended for 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 year. Said leave shall commence effective upon the date of birth of the employee's child and under no circumstances shall it be extended beyond this one year period.

13. MILITARY DUTY



13.1 All employees covered by the terms of this Agreement who are ordered or required to perform active military duty shall be granted the necessary time off from work or granted a leave of absence during the period of such military duty in accordance with applicable Federal and State statutory authority. This statutory authority shall be dispositive as to whether or not said time off on leave of absence shall be paid or unpaid.

14.

#### SENIORITY

14.1 Seniority is defined as an employee's total continuous length of service with the County beginning with his initial date of hire. In the case of employees of Donnelly Memorial Hospital, date of hire shall be defined as date of hire with that institution. Any authorized leave of absence is considered to be continuous service.

14.2 Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation scheduling, and work shifts as defined in Paragraph 14.3 below.

Where ability to perform work and physical fitness are considerations in application of the above paragraph, determinations shall be made by the Employer. For court employees covered by Rule 1:17 (Supra), the determination referred to above shall be made by the Assignment Judge or his designee.

14.3 Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his preference of shift over a less senior employee.

14.4 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.

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

15.

#### HOLIDAYS

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

New Years's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

15.2 For all employees not working a continuous operations schedule, holidays enumerated in the paragraph 15.1 above which fall on a Saturday shall be observed on the preceding Friday; holidays which fall on a Sunday shall be observed on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

15.3 For all employees working a continuous operations schedule, holidays enumerated in the paragraph 15.1 above which fall on a Saturday or Sunday shall be observed on the Saturday or Sunday. This Saturday or Sunday observance shall not be utilized as the date for overtime and holiday pay calculations. Holidays which fall within an employee's vacation period shall not be charged as vacation days.

15.4 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.

15.5 Part-time permanent employees with a set schedule are entitled to paid holidays where the holiday occurs on a scheduled workday. Those without such a schedule are not entitled to paid holidays.

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

16. GRIEVANCE PROCEDURE

16.1 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 employee's division head 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 division head shall meet with the grievant to discuss grievance. The division head shall render a decision in writing within five (5) days after the meeting.

**Step Two:** If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the department director within five (5) days from receipt of the response from the division head. For Step Two grievances involving Court employees, said grievance should be presented in writing to the Assignment Judge or his designee. No later than five (5) days after receipt of grievance, the department director or Assignment Judge or his designee shall meet with the grievant to discuss the grievance. The department director or the Assignment Judge or his designee shall give an answer in writing no later than five (5) days after the meeting. Note: For Court employees, this is the final step in the grievance procedure.

**Step Three:** If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the County Administrator within in ten (10) days from receipt of the response from the department director. No later than ten (10) days after receipt of the grievance, the County Administrator shall meet with the grievant to discuss the grievance. The County Administrator shall give an answer in writing no later than ten (10) days after the meeting. Step Three of the grievance procedure shall not apply to employees of the Probation Department.

**Step Four:** If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the County Administrator or Assignment Judge or his designee is due, by written notice to the County Administrator or Assignment Judge or his designee shall request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being expressly understood that such binding

arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

16.2 Expenses for the arbitrator's services and the proceeding 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 proceeding, it may cause such a record to be made, providing it pays for the record.

16.3 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.

16.4 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 employee's department director or his designated representative, permission for which shall not be unreasonable withheld.

17. DISCIPLINE/DISCHARGE

17.1 It is expressly understood that the employer shall have the right to discipline or discharge any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of the Agreement without just cause.

17.2 In any instance where an employee, other than a Court employee, is subject to disciplinary action which would result in lost time, such disciplinary action shall not be implemented for at least three (3) working days subsequent to the day when the incident occurred. During these three (3) days, the Employer and employee shall confer in an attempt to resolve the matter. Such procedure is not applicable in circumstances where the employee has been charged as follows:

- a. Incapacity due to mental or physical disability.
- b. Intoxication or suspicion of substance abuse while on duty.

- c. Disorderly or immoral conduct.
- d. Where violence and/or the health and safety of other employees or Employer may be involved.
- e. Serious neglect of duty.

17.3 In any disciplinary action against an employee, said employee shall be entitled to written notice of the charges and specifications and a hearing. Further, the charged employee shall have the right to Union representation at the disciplinary hearing.

17.4 The parties agree that the hearing provided for in this Article shall be conducted in accordance with the following guidelines:

- a. All hearings shall be conducted in an informal manner, without reference to formal rules of evidence, but subject to the following principles:

- 1. The hearing officer shall admit all testimony having reasonable probative value, but may exclude immaterial, irrelevant, or unduly cumulative testimony.

- 2. Direct and cross-examination witnesses shall be allowed. Either party may request that witnesses be sequestered. The hearing officer may determine that witnesses be sequestered without a request from either party.

- 3. The petitioning employee shall not be required to testify, but if she/her does testify voluntarily, she/he may be cross-examined upon any matter relating to the hearing.

- 4. Whenever written eyewitness accounts of incidents are used as evidence in cases involving removal or suspension, the person who prepared and/or signed such document shall be available for cross-examination unless such appearance presents undue hardship. Hearing shall be scheduled in keeping with this provision.

- 5. The decision shall include:

- (a) A short statement of the

nature of the proceedings;

(b) Discussion of testimony or evidence;

(c) Specific finding of fact;

(d) Conclusion and decision based on findings of fact and applicable laws and rules.

b. The Provisions of this Section (17.4) are not grievable, however, instances of non-adherence to the above guidelines when reported by the Union to the County Administrator shall be investigated and corrected.

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

a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five days at one time; suspensions 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 17.4(a) above, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step IV of the Grievance Procedure.

Steps "a", "b", and "c" above do not apply to Court employees. Court employees may elect one of the following procedures.

a. Permanent classified Court employees may elect to exercise their statutory right of appeal to the Civil Service Commission.

b. All permanent classified and unclassified Court employees may elect a hearing before the

Assignment Judge or his designee.

17.6 The County agrees to provide a copy of any incident report or written reprimand that is to be included in an employee's personnel record to the affected employee. Further, said employee shall have the right to respond in writing to the incident report or written reprimand, a copy of said written response to be placed in the employee's personnel record file.

18. SAFETY AND HEALTH

18.1 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.

18.2 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.

19. EQUAL TREATMENT

19.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, nationality, race, religion, political affiliation, Union membership, or Union activities.

19.2 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.

20. WORK RULES

20.1 The Employer may, after negotiation with the Union, establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

20.2 Such work rules shall be subject to the grievance procedure.

20.3 Work rules and standards of conduct for Court employees are established by the Supreme Court and/or Assignment Judge. These rules and standards are neither negotiable nor subject to a grievance procedure.

21. ANNUAL VACATION LEAVE

21.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous services. 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.

21.2 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. Completion of fifteenth year, twenty-five (25) working days.

21.3 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.

21.4 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.

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

21.6 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.



21.7 A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

21.8 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/her 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 at the time of death.

21.9 Part-time permanent employees will earn vacation on the basis of one day for every 20 full days worked. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to vacation leave.

21.10 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.

22. SHIFT PAY

22.1 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 thirty (30) cents per hour. Said differential shall be paid for all hours worked on that shift.

22.2 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 thirty-five (35) cents per hour. Said differential shall be paid for all hours worked on that shift.

23. LONGEVITY

23.1 Every full-time employee 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 the total with the salary for pension purposes.

Until January 1, 1991 employees having completed five (5) years of continuous full-time 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 continuous service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay an additional \$400.

23.2 Effective January 1, 1991 the longevity payment schedule is as follows:

5 year	\$ 300
10 year	\$ 700
15 year	\$1100
20 year	\$1600
25 year	\$2000
30 year	\$2400
35 year	\$2800
40 year	\$3200
45 year	\$3600

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

24. WORK UNIFORMS  
(Blue Collar)

24.1 Work uniforms will be supplied by the Employer to all full-time employees as set forth below:

a. Outside Departments - Highway, Motor Pool, Shade Tree, Bridges and Culverts, Mosquito Control, Airport, and Park Commission will receive the following:

(1) Initial Issue:

Two (2) winter uniforms (2 trousers, 2 shirts)  
Three (3) summer uniforms (3 trousers, 3 shirts)  
Two (2) three-quarter length lightweight jackets  
One (1) three-quarter length jacket with hood  
One (1) pair of safety shoes  
One (1) pair of slush boots

(2) Annual Replacement Issue

One (1) winter uniform (1 trouser, 1 shirt)  
One (1) summer uniform (1 trouser, 1 shirt)

(3) Safety shoes, boots and jackets will be replaced as needed upon authorization by the division director.

(4) Outside departments have the option to receive five (5) orange T-shirts in place of one each winter and summer shirt.

b. Inside Departments - Administration Building, Courthouse, Senior Building Service Worker, Youth House, Detention Center, Correction Center, Library, TRADE, Central Kitchen, and personnel working at Donnelly Memorial Hospital in the following job classifications: Carpenter, Gardener, Laborer, Maintenance Repairman, Painter, Plumber, Senior Building Maintenance Worker, Senior Maintenance Repairman, Stationary Engineer, Boiler Operator, Print Shop, Security Guards, and Truck Driver will receive the following:

(1) Initial Issue:

Two (2) winter uniforms (2 trousers, 2 shirts)

Two (2) summer uniforms (2 trousers, 2 shirts)

One (1) three-quarter length jacket with hood

One (1) three-quarter length lightweight jacket

One (1) pair of safety shoes

(2) Annual Replacement Issue:

One (1) winter uniform (1 trouser, 1 shirt)

One (1) summer uniform (1 trouser, 1 shirt)

(3) Safety shoes and jacket will be replaced as needed upon authorization by the division director.

c. Donnelly Memorial Hospital - All full-time employees working in the following job classifications: Barber, Butcher, Cook, Hospital Attendant, Seamstress, Senior Building Service Worker, Senior Cook, Senior Food Service Worker, Senior Laundry Worker, Senior Linen Room Attendant, Senior Seamstress, and Ward Clerk will receive the following:

(1) Initial Issue:

Three (3) uniforms  
One (1) pair of shoes

- d. All TRADE drivers will receive a rain coat.
- e. Protective clothing for Central Maintenance working in sewerage plant. Gloves, boots and coveralls.
- f. Central Maintenance electricians high voltage gloves and boots for use at airport.

24.2 Laundry services will be provided by the Employer for Automotive Mechanics on coveralls provided by the Employer.

24.3 In all cases where uniforms and an allowance are provided, said uniforms shall be worn. Failure to wear said uniforms when issued shall be cause for disciplinary action.

25. CLOTHING MAINTENANCE ALLOWANCE  
(Blue Collar)

25.1 The Employer agrees to pay each full-time employee covered by this Agreement an annual clothing maintenance allowance in the amount of \$175 to be used by the employee for the maintenance of his uniform.

25.2 The allowance referred to in Paragraph 25.1 above 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 annually by December 15.

25.3 New Employees, retired employees, deceased employees, or employees on an authorized leave of absence excepting educational leaves of absence or those leaves of absence provided for in Paragraph 11.1 shall be paid a prorated share of the annual clothing maintenance allowance for each calendar month in which the employee works at least one (1) day, paid annually by December 15.

25.4 Employees who voluntarily terminate their employment with the County of Mercer, excepting as provided in Paragraph 25.3 above, or whose employment is terminated for cause shall not be entitled to payment of the annual clothing maintenance allowance or any prorated portion thereof.

25.5 The annual clothing maintenance allowance shall only be applicable to those employees who are uniformed.

25.6 All full-time employees of Donnelly Memorial Hospital

working in those job classifications enumerated in Paragraph 24.1c shall be paid a \$150 annual clothing allowance for the purchase of replacement uniforms and shoes. Said reimbursement shall commence effective with the employee's second calendar year of employment with the Hospital. This annual clothing allowance shall be paid in December with the \$175 annual clothing maintenance allowance.

26. CLASSIFICATIONS AND JOB DESCRIPTIONS

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

26.2 If during the term of this Agreement the Employer determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications, the parties agree that they will consult with a view toward arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with Step Two of this Agreement.

26.3 The provisions of this Article do not apply to court employees covered by Rule 1:17 of the rules governing the Courts of the State of New Jersey.

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 on 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. GENERAL PROVISIONS

28.1 The Employer agrees to make available one (1) locked, glass-enclosed bulletin board at each of the following locations:

Courthouse  
Administration Building  
Donnelly Memorial Hospital  
Mercer County Garage

The said bulletin board shall be used for posting of the following notes: Union meetings, Union elections, Union

election returns, Union appointments to office, and Union recreational or social affairs. Such notices shall first be approved by the Department Director.

28.2 The County agrees to provide a mileage reimbursement allowance of 19 cents per mile to all white collar employees covered by this Agreement who are required to use their own private vehicles in connection with the performance of their duties as employees of the County of Mercer.

28.3 One meal per shift will be granted to all Donnelly Memorial Hospital employees.

28.4 The provisions of this Agreement shall only apply to those employees in the unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees whose employment was terminated by death or retirement prior to the date of the execution of this Agreement.

28.5 The County agrees to post a notice regarding any promotional job vacancy. Said notice shall be posted in the office where the vacancy exists. Any employee who is interested in this posted job vacancy shall be required to make his/her interest known, in writing, to their supervisor.

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 and/or court rules, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

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

30. **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 County including the right to plan, control, and direct the operation of the equipment and work forces, to relieve employees due to lack of work, and to contract for and subcontract out services except that the employer agrees there will be no subcontracting of work which can be done by the regular work forces.

30.2 This Agreement shall be effective as of the first day of January, 1988, and shall remain in full force and effect until the 31st day of December, 1989. 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 by certified mail by August 18 of any succeeding year.

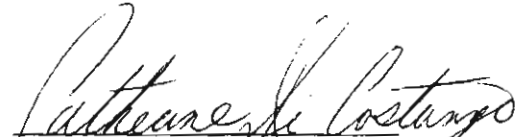
In the event that such notice is given, negotiations shall begin not later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the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

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 July 11, 1988.

ATTEST:

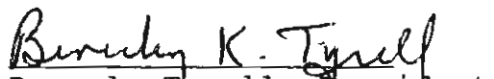
COUNTY OF MERCER

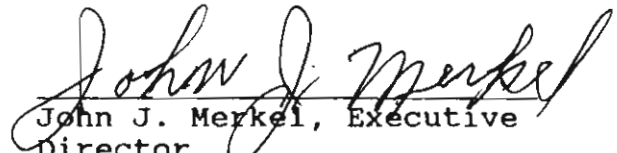
  
Catherine DiCostanzo  
Clerk Board of Freeholder

  
Bill Mathesius  
County Executive

ATTEST:

AFSCME Local 2287

  
Beverly Tyrell, President  
AFSCME Local 2287

  
John J. Merkel, Executive  
Director  
AFSCME Council 73



## COURT CLERK'S ADDENDUM

1. Seniority for all employees covered by this Agreement who are working in the title of Senior Court Clerk or Court Clerk will be calculated from the date of initial (temporary or permanent) and continuous appointment in title. Said seniority shall only apply to courtroom assignments in the case of appointment of a new judge and/or the creation of a vacancy in an already existing courtroom assignment and shall be subject to the consent and approval of the judge assigned to a specific court. Any court clerk who voluntarily leaves a courtroom assignment or, due to personal circumstances, elects not to take a courtroom assignment, may retain seniority position for future assignments. The provisions of this clause shall in no way negate or mitigate the overall application of Article 14 of this Agreement.

2. Court Clerks who are called in to write bail shall be paid a minimum of four (4) hours pay at the rate of time and one-half their hourly rate of pay for evenings, Saturdays, and holidays and a minimum of four (4) hours pay at the rate of double time their hourly rate of pay for Sundays and after a normal workday schedule on holidays. Additional overtime payments will only be paid in those situations where a Court Clerk is required to work in excess of the initial four (4) hours.

3. Court Clerks assigned to the Juvenile Section of the County Clerk's Office shall be paid a minimum of four (4) hours at their straight time hourly rate of pay when required to perform standby duty for Detention hearings at the Youth House. Should any Court Clerks be required to report to duty at the Youth House, said personnel shall be entitled to a minimum of four (4) hours pay at the rate of time and one-half their hourly rate of pay for evenings, Saturdays, and holidays and a minimum of four (4) hours pay at the rate of double time their hourly rate of pay for Sundays and after the normal work schedule on holidays, but shall not be entitled to the four (4) hours straight time pay. Additional overtime payments will be paid only in those situations where a Court Clerk is required to work in excess of the initial four (4) hours.

4. Any overtime accrued by Court Clerks, except in bail writing situations and Detention hearings at the Youth House, shall be paid at the applicable overtime rate.

5. Any court Clerk who is ordered by his judge to work during a regularly scheduled lunch period shall receive one (1) hour of overtime at the rate of time and one-half his hourly rate of pay, provided that the employee is not granted a one hour lunch period for that day.

**APPENDIX A**  
Job Titles - Salary Range Codes  
 (Blue Collar)

<u>TITLE</u>	<u>SALARY RANGE CODE</u>	<u>HOURS OF WORK</u>
(Asphalt) Heavy Equip. Oper.	031	37 1/2
(Asphalt) Laborer Heavy	025	37 1/2
Asphalt Raker	025	37 1/2
Baker	024	40
Barber	024	40
Boiler Operator	027 10/1/91	40
Bridge Repairer	029	37 1/2
Butcher	024	40
Carpenter	029	37 1/2
Cemetery Caretaker	021	37 1/2
Chief Mechanical Repairman	031	37 1/2
Clerk Driver	022	37 1/2
Clubhouse Attendant	021	37 1/2
Cook	024	40
Electrician	029	37 1/2
Electrician (C.M.)	030	37 1/2
Electronics Repairer	028	37 1/2
Equipment Operator	027	37 1/2
Equipment Operator (Roads)	027	37 1/2
Equipment Operator (Shade Tree)	027	37 1/2
Equipment Operator (Sweeper)	027	37 1/2
Farmer	024	40
Garage Attendant	021	37 1/2
Gardener	022	37 1/2
Heavy Equipment Operator	029	37 1/2
Heavy Equipment Operator (Roads)	029	37 1/2
Heavy Equipment Operator (Mosquito Control)	030	37 1/2
Hospital Attendant	022	40
Inspector (Mosquito Exterminator)	028	37 1/2
Inspector Trainee (Mosq. Exterm.)	025	37 1/2
Laborer	023	37 1/2
Library Clerk Driver	021	37 1/2
Library Clerk Driver (Bilingual) (Spanish & English)	021	37 1/2
Mail Clerk	023	37 1/2
Maintenance Repairer	025	37 1/2
Maintenance Repairer (Carpenter)	025	37 1/2
Maintenance Repairer (Plumber)	025	37 1/2
Maintenance Repairer (Welder)	029	37 1/2
Mason	028	37 1/2
Mechanic	029	37 1/2
Mechanic Diesel	029	37 1/2
Mechanic's Helper	024	37 1/2
Mechanical Repairman	028	37 1/2

Motor Vehicle Operator Elderly/ Handicapped Persons	022	37 1/2
Offset Machine Operator	021	37 1/2
Painter	028	37 1/2
Parking Lot Attendant	021	37 1/2
Park Maintenance Man	025	37 1/2
Physical Therapy Aide	023	40
Plumber	029	37 1/2
Plumber and Steamfitter	029	37 1/2
Plumber and Steamfitter(HPL)	029	37 1/2
Recreation Therapy Aide	023	40
Radio Dispatcher	024	37 1/2
Road Inspector	028	37 1/2
Seamstress	023 10/1/90	40
Security Guard	021	37 1/2
Senior Automotive Mechanic	030	37 1/2
Senior Building Maintenance Worker	022	37/12
Senior Building Service Worker	022	37 1/2
Senior Carpenter	030	37 1/2
Senior Cemetery Caretaker	023	37 1/2
Senior Cook	026	40
Senior Cook - Butcher	026	40
Senior Electrician	030	37 1/2
Senior Food Service Worker	022	40
Senior Laundry Worker	022 10/1/90	40
Senior Linen Room Attendant	021	40
Senior Maintenance Repairer	027	37 1/2
Sr. Maintenance Repairer (H&AC)	027	37 1/2
Senior Mechanic	030	37 1/2
Senior Mechanical Repairman	029	37 1/2
Senior Offset Machine Operator	024	37 1/2
Senior Painter	029	37 1/2
Senior Park Maintenance Worker	026	37 1/2
Senior Plumber	030	37 1/2
Senior Radio Dispatcher	025	37 1/2
Senior Recreation Therapy Aide	025	40
Senior Road Inspector	030	37 1/2
Senior Seamstress	024	40
Senior Traffic Signal Electrician	030	37 1/2
Senior Tree Climber	029	37 1/2
Sign Designer, Letterer, and Processor	025	37 1/2
Stationary Engineer	028	40
Storekeeper	025	37 1/2
Storekeeper - Automotive	025	37 1/2
Traffic Maintenance Worker	026	37 1/2
Traffic Signal Electrician	028	37 1/2
Tree Trimmer	023	37 1/2
Truck Driver	025	37 1/2
Ward Clerk	021	40
Ward Clerk (Typing)	021	40
Welder	029	37 1/2

(WHITE COLLAR)

Account Clerk (Typing)	002	35
Administrative Clerk	011	35
Administrative Clerk (Bilingual & Spanish)	011	35
Administrative Secretary	011	35
Admitting Officer (Typing)	008	35
Assistant Pension Fund Supervisor	006	35
Assistant Payroll Supervisor	008	35
Bookkeeping Machine Operator	001	35
Bookkeeping Machine Operator (Typing)	001	35
Cashier (Typing)	002	35
Clerk	001	35
Clerk Stenographer	002	35
Clerk Transcriber	002	35
Clerk Typist	001	35
Communications Officer	008	40
Court Clerk	011	35
Court Clerk (Transcriber)	011	35
Court Clerk (Typing)	011	35
Data Entry Machine Operator	003	35
Disposition Clerk	004	35
Docket Clerk	002	35
Docket Clerk (Typing)	002	35
Deputy Clerk of the Superior Court (Special Civil Part)	011	35
Elections Clerk	002	35
Employee Benefits Clerk Typist	005	35
Execution Clerk	004	35
Field Representative - Sr. Citizens Prgm.	008	35
Head Clerk	010	35
Head Clerk (Stenographer)	010	35
Head Elections Clerk	010	35
Index Clerk	001	35
Index Machine Operator (Typing)	001	35
Investigator Consumer Protection	005	35
Investigator Courts	006 10/1/90 007	35
Investigator Courts (Bilingual Spanish & English)	006 10/1/90 007	35
Investigator, Probation	006 10/1/90 007	35
Investigator, Probation (Bilingual-Spanish & English)	006 10/1/90 007	35
Investigator, Probation (Stenography)	006 10/1/90 007	35
Investigator, Probation (Typing)	006 10/1/90 007	35

Investigator, Property & Resources (Adjustor)	008	35
Jury Panel Clerk	004	35
Legal Stenographer	004	35
Medical Records Clerk	004	35
Medical Stenographer	005	35
Medical Technician	005	35
Microfilm Operator	002	35
Microfilm System Supervisor	007	35
Passport Clerk	002	35
Payroll Supervisor	010	35
Payroll Supervisor-Finance	011	35
Pension Fund Supervisor	010	35
Principal Account Clerk	005	35
Principal Account Clerk (Stenography)	006	35
Principal Account Clerk (Typing)	005	35
Principal Bookkeeping Machine Operator	005	35
Principal Cashier	008	35
Principal Clerk	005	35
Principal Clerk Stenographer	007	35
Principal Clerk Typist	005	35
Principal Data Entry Machine Operator	010	35
Principal Docket Clerk	006	35
Principal Docket Clerk(Typing)	006	35
Principal Legal Stenographer	010	35
Principal Index Clerk	005	35
Principal Index Clerk (Typing)	005	35
Principal Medical Records Clerk	010	35
Principal Operator Automated Typewriter	005	35
Principal Timekeeper	006	35
Probate Clerk (typing)	004	35
Receptionist	001	35
Receptionist(Typist)	001	35
Secretarial Assistant	010	35
Secretarial Assistant(Typing)	010	35
Senior Account Clerk	004	35
Senior Account Clerk(Typing)	004	35
Senior Bookkeeping Machine Operator	003	35
Senior Cashier	006	35
Senior Clerk	003	35
Senior Clerk Stenographer	004	35
Senior Clerk Transcriber	004	35
Senior Clerk Typist	003	35
Senior Court Clerk	012	35
Senior Data Entry Machine Operator	004	35

Senior Index Clerk	003	35
Senior Index Machine Operator	004	35
Senior Investigator -Consumer Protection	009	35
Senior Investigator-Probation	009	35
Senior Legal Stenographer	007	35
Senior Medical Records Clerk	006	35
Senior Microfilm Operator	004	35
Senior Passport Clerk	004	35
Senior Probate Clerk(Typing)	006	35
Senior Telephone Operator	004	35
Senior Terminal Operator	004	35
Senior Word Processing Operator	005	35
Storekeeper and Laundry Supervisor	010	35
Supervising Account Clerk	010	35
Supervising Bookkeeping Machine Operator	011	35
Supervising Cashier	011	35
Supervising Clerk	010	35
Supervising Clerk Stenographer	010	35
Supervising Clerk Typist	010	35
Supervising Court Clerk(Co.Clerk)	013	35
Supervising Docket Clerk (Typing)	010	35
Supervising Election Clerk	010	35
Supervisor of Data Entry Machine Operations	011	35
Supervisor of Hospital Stores	010	35
Supervising Index Clerk	010	35
Supervisor of Records -Probation Dept.	010	35
Supervisor of Records(Steno) Probation Dept.	010	35
Telephone Operator	001	35
Telephone Operator -Receptionist	001	35
Vault Clerk	001	35
Word Processing Operator	004	35

APPENDIX B

WHITE COLLAR COMPENSATION SCHEDULE JANUARY 1, 1990

RANGE NO.	INCREMENT	MINIMUM	1	2	3	4	MAXIMUM
001	585	14,027	14,612	15,197	15,782	16,367	16,952
002	612	14,676	15,288	15,900	16,512	17,124	17,736
003	641	15,372	16,013	16,654	17,295	17,936	18,575
004	671	16,095	16,766	17,437	18,108	18,779	19,447
005	735	17,638	18,373	19,108	19,843	20,578	21,315
006	768	18,452	19,220	19,988	20,756	21,524	22,294
007	804	19,311	20,115	20,919	21,723	22,527	23,334
008	843	20,217	21,060	21,903	22,746	23,589	24,430
009	866	20,806	21,672	22,538	23,404	24,270	25,137
010	881	21,167	22,048	22,929	23,810	24,691	25,570
011	923	22,160	23,083	24,006	24,929	25,852	26,775
012	966	23,216	24,182	25,148	26,114	27,080	28,047
013	1015	24,375	25,390	26,405	27,420	28,435	29,448

APPENDIX B

JULY 1990 WHITE COLLAR COMPENSATION SCHEDULE

RANGE NO.	INCREMENT	MINIMUM	1	2	3	4	MAXIMUM
001	603	14,448	15,051	15,654	16,257	16,860	17,461
002	630	15,117	15,747	16,377	17,007	17,637	18,268
003	660	15,833	16,493	17,153	17,813	18,473	19,132
004	691	16,578	17,269	17,960	18,651	19,342	20,030
005	757	18,167	18,924	19,681	20,438	21,195	21,954
006	791	19,006	19,797	20,588	21,379	22,170	22,963
007	828	19,890	20,718	21,546	22,374	23,202	24,034
008	868	20,823	21,691	22,559	23,427	24,295	25,163
009	892	21,430	22,322	23,214	24,106	24,998	25,891
010	907	21,802	22,709	23,616	24,523	25,430	26,337
011	951	22,825	23,776	24,727	25,678	26,629	27,578
012	995	23,912	24,907	25,902	26,897	27,892	28,888
013	1045	25,105	26,151	27,196	28,241	29,286	30,331



APPENDIX C

JANUARY 1991 WHITE COLLAR COMPENSATION SCHEDULE

RANGE NO.	INCREMENT	MINIMUM	1	2	3	4	MAXIMUM
001	633	15,170	15,803	16,436	17,069	17,702	18,334
002	662	15,873	16,535	17,197	17,859	18,521	19,181
003	693	16,625	17,318	18,011	18,704	19,397	20,089
004	726	17,407	18,133	18,859	19,585	20,311	21,032
005	795	19,075	19,870	20,665	21,460	22,255	23,052
006	831	19,956	20,787	21,618	22,449	23,280	24,111
007	869	20,885	21,754	22,623	23,492	24,361	25,236
008	911	21,864	22,775	23,686	24,597	25,508	26,421
009	937	22,502	23,439	24,376	25,313	26,250	27,186
010	952	22,892	23,844	24,796	25,748	26,700	27,654
011	999	23,966	24,965	25,964	26,963	27,962	28,957
012	1045	25,108	26,153	27,198	28,243	29,288	30,332
013	1097	26,361	27,458	28,555	29,652	30,749	31,848

APPENDIX D

JULY 1991 WHITE COLLAR COMPENSATION SCHEDULE

RANGE NO.	INCREMENT	MINIMUM	1	2	3	4	MAXIMUM
001	639	15,322	15,961	16,600	17,239	17,878	18,517
002	669	16,032	16,701	17,370	18,039	18,708	19,373
003	700	16,791	17,491	18,191	18,891	19,591	20,290
004	733	17,581	18,314	19,047	19,780	20,513	21,242
005	803	19,266	20,069	20,872	21,675	22,478	23,283
006	839	20,156	20,995	21,834	22,673	23,512	24,352
007	878	21,094	21,972	22,850	23,728	24,606	25,488
008	920	22,083	23,003	23,923	24,843	25,763	26,685
009	946	22,727	23,673	24,619	25,565	26,511	27,458
010	962	23,121	24,083	25,045	26,007	26,969	27,931
011	1009	24,206	25,215	26,224	27,233	28,242	29,247
012	1055	25,359	26,414	27,469	28,524	29,579	30,635
013	1108	26,625	27,733	28,841	29,949	31,057	32,166

APPENDIX E

JANUARY 1990 BLUE COLLAR COMPENSATION SCHEDULE

RANGE NO.	INCREMENT	MINIMUM	1	2	3	4	MAXIMUM
021	619	14,843	15,462	16,081	16,700	17,319	17,938
022	645	15,466	16,111	16,756	17,401	18,046	18,690
023	662	15,898	16,560	17,222	17,884	18,546	19,210
024	672	16,120	16,792	17,464	18,136	18,808	19,477
025	693	16,611	17,304	17,997	18,690	19,383	20,077
026	760	18,258	19,018	19,778	20,538	21,298	22,058
027	808	19,368	20,176	20,984	21,792	22,600	23,406
028	827	19,851	20,678	21,505	22,332	23,159	23,987
029	870	20,745	21,615	22,485	23,355	24,225	25,097
030	916	21,959	22,875	23,791	24,707	25,623	26,537
031	943	22,648	23,591	24,534	25,477	26,420	27,365

APPENDIX F

JULY 1990 BLUE COLLAR COMPENSATION SCHEDULE

RANGE NO.	INCREMENT	MINIMUM	1	2	3	4	MAXIMUM
021	638	15,288	15,926	16,564	17,202	17,840	18,476
022	664	15,930	16,594	17,258	17,922	18,586	19,251
023	682	16,375	17,057	17,739	18,421	19,103	19,786
024	692	16,604	17,296	17,988	18,680	19,373	20,061
025	714	17,109	17,823	18,537	19,251	19,965	20,679
026	783	18,806	19,589	20,372	21,155	21,938	22,720
027	832	19,949	20,781	21,613	22,445	23,277	24,108
028	852	20,447	21,299	22,151	23,003	23,855	24,707
029	896	21,367	22,263	23,159	24,055	24,951	25,850
030	943	22,618	23,561	24,504	25,447	26,390	27,333
031	971	23,327	24,298	25,269	26,240	27,211	28,186

APPENDIX G

JANUARY 1991 BLUE COLLAR COMPENSATION SCHEDULE

RANGE NO.	INCREMENT	MINIMUM	1	2	3	4	MAXIMUM
021	670	16,052	16,722	17,392	18,062	18,732	19,400
022	697	16,727	17,424	18,121	18,818	19,515	20,214
023	716	17,194	17,910	18,626	19,342	20,058	20,775
024	727	17,434	18,161	18,888	19,615	20,342	21,064
025	750	17,964	18,714	19,464	20,214	20,964	21,713
026	822	19,746	20,568	21,390	22,212	23,034	23,856
027	874	20,946	21,820	22,694	23,568	24,442	25,313
028	895	21,469	22,364	23,259	24,154	25,049	25,942
029	941	22,435	23,376	24,317	25,258	26,199	27,143
030	990	23,749	24,739	25,729	26,719	27,709	28,700
031	1020	24,493	25,513	26,533	27,553	28,573	29,595

APPENDIX H

JULY 1991 BLUE COLLAR COMPENSATION SCHEDULE

RANGE NO.	INCREMENT	MINIMUM	1	2	3	4	MAXIMUM
021	677	16,213	16,890	17,567	18,244	18,921	19,594
022	704	16,894	17,598	18,302	19,006	19,710	20,416
023	723	17,366	18,089	18,812	19,535	20,258	20,983
024	734	17,608	18,342	19,076	19,810	20,544	21,275
025	758	18,144	18,902	19,660	20,418	21,176	21,930
026	830	19,943	20,773	21,603	22,433	23,263	24,095
027	883	21,155	22,038	22,921	23,804	24,687	25,566
028	904	21,684	22,588	23,492	24,396	25,300	26,201
029	950	22,659	23,609	24,559	25,509	26,459	27,414
030	1000	23,986	24,986	25,986	26,986	27,986	28,987
031	1030	24,738	25,768	26,798	27,828	28,858	29,891