

Contract no. 147

AGREEMENT

BETWEEN

THE COUNTY OF MERCER

AND

LOCAL 2287 OF

THE AMERICAN FEDERATION OF

STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

Effective: January 1, 1992
Expiration: December 31, 1993

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PREAMBLE

This Agreement, dated _____ 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 County and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled;

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 requires 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) shall be scheduled to work twenty-six (26) alternating weekends per year excluding vacation requests. If an employee calls out ill on his or her assigned weekend, he or she will be rescheduled at the discretion of management. Schedule notification will be given within five (5) calendar days. In cases of documented lengthy illnesses assigned weekends shall not be rescheduled.

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 1992 and 1993 shall be set forth in the Compensation Schedules attached as Appendixs B through I.

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 1992 and 1993 shall be as follows:

- a. Effective January 1, 1992 all employees shall receive a three (3%) percent salary increase.
- b. Effective July 1, 1992 all employees in grade January 1, 1992 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 Appendixes C and E. Those employees at Step 6 will receive a full increment in moving to the new maximum, step 7.
- c. Effective January 1, 1993 all employees shall receive a three (3%) percent salary increase.
- d. Effective July 1, 1993 all employees in grade on January 1, 1993 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 Appendixes G and I. Those employees at step 7 will receive one-half (1/2) an increment in moving to the new maximum step 8.

- e. 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 a Health Maintenance Organization Programs, 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 agrees to provide a \$4.00 co-payment Prescription Drug Program (generic and brand named drugs) 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 _____ adopted _____ 1992.

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.

8.8 The County agrees to make available the State Disability Plan in the second year of this contract effective January 1, 1993. All eligible employees are required to make the co-payment and follow the procedures as outlined under this plan.

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, grandparents, grandchild 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. 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 County's adaptation 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. This adaptation shall be 85% of the employee's wage, not to exceed \$1000 per week.

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.

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.

9.5 SICK LEAVE BUY BACK - Effective January 1, 1992 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.

9.6 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.

9.7 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.

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. 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 Mercer County Geriatric Center, 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.

14.6 Senior employees who may meet the minimum qualifications for temporary or provisional appointments to fill a lateral or higher title may be given preference over less senior employees or outside applicants. For purposes of temporary or provisional appointments to higher titles, seniority will be determined by time served in title.

15.

HOLIDAYS

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

New Years'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

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 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. Part-time permanent employees in a continuous operation with a set schedule who work on a holiday shall be compensated at the rate of time and one-half (1 1/2) for the hours actually worked.

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

16

PERFORMANCE ASSESSMENT REVIEW

16.1 The County will maintain a performance assessment review system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor(s) mutually formulate performance and improvement goals and work standards appropriate to the job performed, which shall be a basis for measuring the employee's performance during an annual rating period.

16.2 At least every six (6) months, the employee and the supervisor(s) shall meet in connection with performance evaluation and improvement goals and work standards in order to set up criteria which shall be the basis for the annual evaluation. It shall be the responsibility of the supervisor to set up this conference at a mutually convenient time.

16.3 The employee shall evaluate his/her performance and the Supervisor shall evaluate the employee's performance, independent of each other, every twelve (12) months. The employee and supervisor shall exchange and discuss their evaluations at the annual conference which shall be scheduled by the supervisor at a mutually convenient time. The evaluations shall be based on the criteria relating to the improvement goals and work standards discussed between the employee and the supervisor at the six-month conference held earlier and referenced in paragraph 16.2 above.

16.4 The performance assessment review will not be tied to any monetary clauses during the term of this contract.

16.5 A copy of all annual evaluations shall be transmitted to the County's Office of Personnel.

17. GRIEVANCE PROCEDURE

17.1 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. Written reprimands are grievable only to step 3 of the grievance process.

Step Four: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the County Administrator, by written notice to the County Administrator, 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.

17.2 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.

17.3 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.

17.4 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.

18. DISCIPLINE/DISCHARGE

18.1 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.

18.2 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.

18.3 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.

18.4 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 (18.4) 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.

18.5 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 18.4(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.

18.6 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.

19. SAFETY AND HEALTH

19.1 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.

19.2 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.

20. EQUAL TREATMENT

20.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, marital status, religion, political affiliation, Union membership, Union activities and any perceived physical and/or mental handicaps.

20.2 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.

21. WORK RULES

21.1 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.

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

21.3 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.

22. ANNUAL VACATION LEAVE

22.1 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. Vacation requests shall not be unreasonably denied.

22.2 Annual Vacation leave with pay for all full-time permanent employees shall be distributed 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.

22.3 After the first full year of service, vacation days shall be distributed on January 1. If an employee terminates after taking vacation in advance of it being earned, the County has the right by law to hold back pay equal to the amount due.

22.4 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.

22.5 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.

22.6 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.

22.7 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.

22.8 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.

22.9 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.

22.10 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.

22.11 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.

23. SHIFT PAY

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

23.2 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 forty (40) cents per hour. Said differential shall be paid for all hours worked on that shift.

23.3 The shift differential will be paid every pay period, not once per month.

24. LONGEVITY

24.1 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.

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.

24.2 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.

25.

WORK UNIFORMS
(Blue Collar)

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

a. Outside Departments - Highway, Motor Pool, 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, Youth House, Detention Center, Correction Center, Library, TRADE, Central Kitchen, and personnel working at Mercer County Geriatric Center in the following job classifications: Carpenter, Gardener, Laborer, Maintenance Repairman, Painter, Plumber, Senior Building Maintenance Worker, Senior Building Service 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. Mercer County Geriatric Center - 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.

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

25.3 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.

26. CLOTHING MAINTENANCE ALLOWANCE
(Blue Collar)

26.1 The Employer agrees to pay each full-time employee covered by this Agreement in 1992 an annual clothing maintenance

allowance in the amount of \$200 to be used by the employee for the maintenance of his uniform.

26.2 The allowance referred to in Paragraph 26.1 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.

26.3 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.

26.4 Employees who voluntarily terminate their employment with the County of Mercer, excepting as provided in Paragraph 26.3 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.

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

26.6 In 1992, the County and the Union will discuss the County's desire to contract out the clothing and clothing maintenance allowance. If the County contracts out this service for 1993, employees will not receive a clothing maintenance allowance in the second year of the contract. If the County does not contract out this service the clothing allowance will increase to \$215 in 1993 under the provisions cited above in this section.

26.7 All full-time employees of Mercer County Geriatric Center working in those job classifications enumerated in Paragraph 25.1c shall be paid a \$175 annual clothing allowance in 1992 and \$185 in 1993 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 annual clothing maintenance allowance.

27. **CLASSIFICATIONS AND JOB DESCRIPTIONS**

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

27.2 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.

27.3 Effective January 1, 1993, the titles of Ward Clerk and Storekeeper-Automotive shall be upgraded one grade.

27.4 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.

28

STRIKES AND LOCKOUTS

28.1 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.

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

29.

GENERAL PROVISIONS

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

Courthouse
Administration Building
Mercer County Geriatric Center
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.

29.2 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.

29.3 One meal per shift will be granted to all Mercer County Geriatric Center employees.

29.4 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.

29.5 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.

30.

SEPARABILITY AND SAVINGS

30.1 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.

31.

TERMINATION

31.1 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.

31.2 This Agreement shall be effective as of the first day of January, 1992, and shall remain in full force and effect until the 31st day of December, 1993. 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.

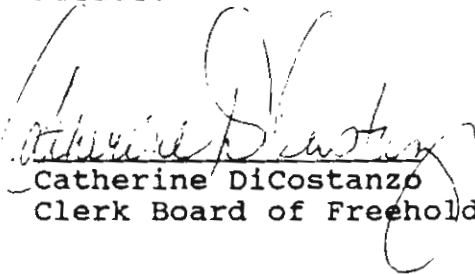
In the event that such notice is given, negotiations shall begin not later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the 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 7/1/92.

ATTEST:


COUNTY OF MERCER

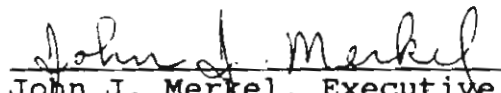

Catherine DiCostanzo
Clerk Board of Freeholder


Robert D. Prunetti
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. Operator	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	40
Boiler Operator/Maint. Repairer	027	40
Bridge Repairer	029	37 1/2
Building Maintenance Worker	022	37 1/2
Building Service Worker	022	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
Food Service Worker	022	37 1/2
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
Laundry Worker	022	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			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			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	026			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	1/1/93	026	37 1/2
Storekeeper - Automotive	025	1/1/93	026	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	1/1/93	022	40
Ward Clerk (Typing)	021	1/1/93	022	40
Welder	029			37 1/2

(WHITE COLLAR)

Account Clerk (Typing)	002	35
Account Clerk	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
Clerk Typist (Bilingual)	002	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
Elections Clerk	002	35
Employee Benefits Clerk Typist	005	35
Execution Clerk	004	35
Field Representative - Sr. Citizens Program	008	35
Head Clerk	010	35
Head Clerk (Stenographer)	010	35
Head Elections Clerk	010	35
Index Clerk	001	35
Index Machine Operator	002	35
Index Machine Operator (Typing)	001	35
Investigator Consumer Protection	005	35
Investigator Courts	007	35
Investigator Courts (Bilingual Spanish & English)	007	35
Investigator, Probation	007	35
Investigator, Probation (Bilingual - Spanish & English)	007	35
Investigator, Probation (Stenography)	007	35
Investigator, Probation (Typing)	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 Transcriber	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	004	35
Probate Clerk (Typing)	004	35
Receptionist	001	35
Receptionist (Typist)	001	35
Secretarial Assistant	010	35
Secretarial Assistant (Typing)	010	35
Secretarial Assistant (Steno)	010	35
Senior Account Clerk	004	35
Senior Account Clerk (Typing)	004	35
Senior Bookkeeping Mach. Operator	003	35
Senior Cashier	006	35
Senior Cashier (Typing)	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 Court Clerk - Typing	012	35
Senior Data Entry Machine Operator	004	35
Senior Docket Clerk	004	35
Senior Docket Clerk (Typing)	004	35
Senior Election Clerk	004	35
Senior Employee Benefits, Clerk Typing	010	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 Passport Clerk (Typing)	004	35
Senior Probate Clerk	006	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
 JANUARY 1, 1992 WHITE COLLAR COMPENSATION SCHEDULE

RANGE #	INCREMENT	1	2	3	4	5	6
001	658	15782	16440	17098	17756	18414	19072
002	689	16513	17202	17891	18580	19269	19958
003	721	17295	18016	18737	19458	20179	20900
004	755	18108	18863	19618	20373	21128	21883
005	827	19844	20671	21498	22325	23152	23979
006	864	20761	21625	22489	23353	24217	25081
007	904	21727	22631	23535	24439	25343	26247
008	948	22745	23693	24641	25589	26537	27485
009	974	23409	24383	25357	26331	27305	28279
010	991	23815	24806	25797	26788	27779	28770
011	1039	24932	25971	27010	28049	29088	30127
012	1087	26120	27207	28294	29381	30468	31555
013	1141	27424	28565	29706	30847	31988	33129

APPENDIX C
 JULY 1, 1992 WHITE COLLAR COMPENSATION SCHEDULE WITH INCREMENT

RANGE #	INCREMENT	1	2	3	4	5	6	7
001	658	15782	16440	17098	17756	18414	19072	19730
002	689	16513	17202	17891	18580	19269	19958	20647
003	721	17295	18016	18737	19458	20179	20900	21621
004	755	18108	18863	19618	20373	21128	21883	22638
005	827	19844	20671	21498	22325	23152	23979	24806
006	864	20761	21625	22489	23353	24217	25081	25945
007	904	21727	22631	23535	24439	25343	26247	27151
008	948	22745	23693	24641	25589	26537	27485	28433
009	974	23409	24383	25357	26331	27305	28279	29253
010	991	23815	24806	25797	26788	27779	28770	29761
011	1039	24932	25971	27010	28049	29088	30127	31166
012	1087	26120	27207	28294	29381	30468	31555	32642
013	1141	27424	28565	29706	30847	31988	33129	34270

APPENDIX D
 JANUARY 1, 1992 BLUE COLLAR COMPENSATION SCHEDULE

RANGE #	INCREMENT	1	2	3	4	5	6
021	697	16699	17396	18093	18790	19487	20184
022	725	17401	18126	18851	19576	20301	21026
023	745	17887	18632	19377	20122	20867	21612
024	756	18136	18892	19648	20404	21160	21916
025	781	18688	19469	20250	21031	21812	22593
026	855	20541	21396	22251	23106	23961	24816
027	909	21790	22699	23608	24517	25426	26335
028	931	22335	23266	24197	25128	26059	26990
029	979	23339	24318	25297	26276	27255	28234
030	1030	24706	25736	26766	27796	28826	29856
031	1061	25480	26541	27602	28663	29724	30785

APPENDIX E
 JULY 1, 1992 BLUE COLLAR COMPENSATION SCHEDULE WITH INCREMENT

RANGE #	INCREMENT	1	2	3	4	5	6	7
021	697	16699	17396	18093	18790	19487	20184	20881
022	725	17401	18126	18851	19576	20301	21026	21751
023	745	17887	18632	19377	20122	20867	21612	22357
024	756	18136	18892	19648	20404	21160	21916	22672
025	781	18688	19469	20250	21031	21812	22593	23374
026	855	20541	21396	22251	23106	23961	24816	25671
027	909	21790	22699	23608	24517	25426	26335	27244
028	931	22335	23266	24197	25128	26059	26990	27921
029	979	23339	24318	25297	26276	27255	28234	29213
030	1030	24706	25736	26766	27796	28826	29856	30886
031	1061	25480	26541	27602	28663	29724	30785	31846

APPENDIX F
 JANUARY 1, 1993 WHITE COLLAR COMPENSATION SCHEDULE

RANGE #	INCREMENT	1	2	3	4	5	6	7
001	678	16255	16933	17611	18289	18967	19645	20323
002	710	17008	17718	18428	19138	19848	20558	21268
003	743	17814	18557	19300	20043	20786	21529	22272
004	778	18651	19429	20207	20985	21763	22541	23319
005	852	20439	21291	22143	22995	23847	24699	25551
006	890	21384	22274	23164	24054	24944	25834	26724
007	931	22379	23310	24241	25172	26103	27034	27965
008	976	23427	24403	25379	26355	27331	28307	29283
009	1003	24111	25114	26117	27120	28123	29126	30129
010	1021	24529	25550	26571	27592	28613	29634	30655
011	1070	25680	26750	27820	28890	29960	31030	32100
012	1120	26904	28024	29144	30264	31384	32504	33624
013	1175	28247	29422	30597	31772	32947	34122	35297

APPENDIX G
 JULY 1, 1993 WHITE COLLAR COMPENSATION SCHEDULE WITH INCREMENT

RANGE #	INCREMENT	1	2	3	4	5	6	7	8
001	678	16255	16933	17611	18289	18967	19645	20323	20662
002	710	17008	17718	18428	19138	19848	20558	21268	21623
003	743	17814	18557	19300	20043	20786	21529	22272	22643
004	778	18651	19429	20207	20985	21763	22541	23319	23708
005	852	20439	21291	22143	22995	23847	24699	25551	25977
006	890	21384	22274	23164	24054	24944	25834	26724	27169
007	931	22379	23310	24241	25172	26103	27034	27965	28430
008	976	23427	24403	25379	26355	27331	28307	29283	29772
009	1003	24111	25114	26117	27120	28123	29126	30129	30631
010	1021	24529	25550	26571	27592	28613	29634	30655	31166
011	1070	25680	26750	27820	28890	29960	31030	32100	32635
012	1120	26904	28024	29144	30264	31384	32504	33624	34183
013	1175	28247	29422	30597	31772	32947	34122	35297	35884

APPENDIX H
 JANUARY 1, 1993 BLUE COLLAR COMPENSATION SCHEDULE

RANGE #	INCREMENT	1	2	3	4	5	6	7
021	718	17200	17918	18636	19354	20072	20790	21508
022	747	17923	18670	19417	20164	20911	21658	22405
023	767	18424	19191	19958	20725	21492	22259	23026
024	779	18680	19459	20238	21017	21796	22575	23354
025	804	19249	20053	20857	21661	22465	23269	24073
026	831	21157	22038	22919	23800	24681	25562	26443
027	936	22444	23380	24316	25252	26188	27124	28060
028	959	23005	23964	24923	25882	26841	27800	28759
029	1008	24039	25047	26055	27063	28071	29079	30087
030	1061	25447	26508	27569	28630	29691	30752	31813
031	1093	26244	27337	28430	29523	30616	31709	32802

APPENDIX I
 JULY 1, 1993 BLUE COLLAR COMPENSATION SCHEDULE WITH INCREMENT

RANGE #	INCREMENT	1	2	3	4	5	6	7	8
021	718	17200	17918	18636	19354	20072	20790	21508	21867
022	747	17923	18670	19417	20164	20911	21658	22405	22778
023	767	18424	19191	19958	20725	21492	22259	23026	23409
024	779	18680	19459	20238	21017	21796	22575	23354	23743
025	804	19249	20053	20857	21661	22465	23269	24073	24475
026	881	21157	22038	22919	23800	24681	25562	26443	26884
027	936	22444	23380	24316	25252	26188	27124	28060	28528
028	959	23005	23964	24923	25882	26841	27800	28759	29239
029	1008	24039	25047	26055	27063	28071	29079	30087	30591
030	1061	25447	26508	27569	28630	29691	30752	31813	32344
031	1093	26244	27337	28430	29523	30616	31709	32802	33349