

11-00

THIS DOES NOT
CIRCULATE

AGREEMENT

between

THE COUNTY OF MERCER

and

P.B.A. LOCAL 167

of

THE POLICEMEN'S BENEVOLENT ASSOCIATION

County Executive Sergeants Officers

LIBRARY
Institute of Management and
Labor Relations

AUG 8, 1979

RUTGERS UNIVERSITY

EFFECTIVE: January 1, 1978

EXPIRATION: December 31, 1978

I N D E X

Preamble.....	1
Recognition.....	2
Security.....	3
Management Rights	4
Equal Treatment	5
Work Schedules	6
Work Rules	7
Classification and Job Descriptions	8
Seniority	9
Grievance Procedure	10
Pay Scales and Rates	15
Overtime	17
Call-In Time	18
Shift Pay	19
Insurance and Retirement Benefits	20
Paid Leaves of Absence	21
Non-Paid Leaves of Absence	25
Holidays	26
Annual Vacation Leave	27
Longevity	29
Work Uniforms and Meals	30
Safety and Health	31
Separability and Savings	32
Transition/Count-Up Time	33
General Provisions	34
Duration of the Agreement	35
1978 Salary Ranges	37

PREAMBLE

WHEREAS, this Agreement dated the *14th day of February 1978.*
between the County of Mercer, a body politic of the State of New Jersey,
hereinafter referred to as the County or employer, and P.B.A. Local 167,
hereinafter referred to as the P.B.A.; and

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 effectively to 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 in the intention of this Agreement to provide,
where not otherwise mandated by statute or ordinance, for the salary
structure, fringe benefits, and employment conditions of the employees
covered by this Agreement, to prevent interruptions of work and
interference with the efficient operation of the County and to provide
and orderly and prompt method for handling and processing grievances;

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

RECOGNITION

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

1.2 For the purposes of this Agreement, the term "employee" shall mean those persons who are on the County payroll on or after the date of execution of this Agreement.

SECURITY

2.1 Upon receipt of a lawfully executed written authorization from an employee, the County agrees to deduct the regular monthly P.B.A. dues of such an employee from his pay and remit such deduction by the end of the next month following the pay period in which deductions were made to the official designated by the union in writing to receive such deductions. The P.B.A. will notify the County in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e) as amended. This authorization shall remain in effect unless terminated by the employee upon written notice of withdrawal or by termination of employment. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed as provided in N.J.S.A. 52:14-15.9(e) as amended.

2.2 The P.B.A. agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgements brought or issued against the County as a result of any action by the County under the provisions of this Article.

MANAGEMENT RIGHTS

3.1 The County retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the Laws and Constitutions of the State of New Jersey. Except as specifically abridged, limited or modified by the terms of this Agreement between the County and the P.B.A., all such rights, powers, authority, prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations consistent with provisions of P.L. 1974, c.123, relating to the exercise of the mission of the Public Employer are retained by the County.

4.

EQUAL TREATMENT

4.1 The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, P.B.A. membership, or P.B.A. activities.

4.2 The County and the P.B.A. agree not to interfere with the right of employees to become or not to become members of the P.B.A. and further that there shall be no discrimination or coercion against any employee because of P.B.A. membership or non-membership.

5.1 The regular work shifts will be determined by the County on January 1st of each year. The County reserves the right to adjust work schedules upon reasonable notice to the employee. Vacation days will not be arbitrarily used in the work schedules to make them feasible.

5.2 Where more than one (1) work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority. Such preferences will be exercised only when vacancies occur or when, for other reasons, changes in the number of employees per shift are being made.

5.3 Where a vacancy occurs in accordance with 5.2 above or where there is a permanent change in the number of employees per shift, said vacancy must be posted within 48 hours so that all permanent employees are made aware of same and a senior employee desiring to exercise his preference of shift over a less senior employee shall do so within a fifteen (15) day period after posting.

5.4 Seniority for all purposes under this Agreement shall be calculated from the date that an employee became permanently appointed by Civil Service. Seniority shall be calculated in this manner for all purposes under this Agreement except when dealing with shift preferences and in such cases, Sergeants seniority will be calculated from the date of permanent appointment to rank.

WORK RULES

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

CLASSIFICATION AND JOB DESCRIPTIONS

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

7.2 If during the term of this Agreement, the County 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 to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective.

7.3 Any failure on the parties to agree to any provisions of Article 7 will be referred to Step 4 of the Grievance Procedure.

SENIORITY

8.1 Seniority is defined as an employee's total length of service with the County, beginning with the date of appointment as a permanent Civil Service Employee.

8.2 The County 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 P.B.A. at request.

8.3 The County shall promptly advise the appropriate P.B.A. representative of any changes which necessitate amendments to the seniority list.

GRIEVANCE PROCEDURE

9.1 Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1 - The P.B.A. grievance committeeman shall take up the grievance or dispute with the Deputy Warden within ten (10) days of its occurrence. The Deputy Warden shall respond to the committeeman, in writing, within three (3) working days.

STEP 2 - If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing by the committeeman to the Warden, Mercer County Jails, with seven (7) days after the Deputy Warden's response is due. The Warden, Mercer County Jails, shall respond in writing to the P.B.A. president or designated representative within five (5) working days.

STEP 3 - If the grievance still remains unsettled it shall be presented by the President, or P.B.A. grievance committeeman to the Department Director in writing within five (5) days after the response of the Warden, Mercer County Jails, is due. The Department Director shall respond in writing to the P.B.A. grievance committeeman within five (5) working days.

STEP 4 - If the grievance is still unsettled the P.B.A. may, within fourteen (14) days after the reply of the Department Director is due, request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. A copy of said notice shall be served upon the Department Director. 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 both parties; it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning or interpretation of this Agreement.

9.2 The P.B.A. and the employer agree to give the reasonable consideration to a request by the Department Director for meetings to discuss grievances pending at Steps (1), (2), and (3) above.

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

9.4 GRIEVANCE COMMITTEE

- (a) The P.B.A. Grievance Committee shall be composed of two (2) officers for each institution. These representatives shall be elected by their fellow officers in each of their respective institutions by a simple majority vote.
- (b) The P.B.A. will notify the employer in writing of the names of its employees who are designated by the P.B.A. to represent employees under the grievance procedure. These four (4) employees so designated by the P.B.A. will be permitted to confer with other

P.B.A. representatives regarding matters of Employee Representation, during working hours without loss of pay provided, however, all employees shall secure the permission of their immediate superior, which permission shall not unreasonably be withheld.

- (c) The P.B.A. Grievance Committee and Representatives of the Administration shall have a regularly scheduled meeting weekly, unless otherwise agreed between the Administration and the P.B.A. Grievance Committee to extend the time between meetings at a time to be mutually agreed upon between the P.B.A. Grievance Committee and the Administration. Emergency meetings will be arranged by mutual agreement.
- (d) P.B.A. Grievance Committeemen will be permitted to leave their work after reporting to their respective Superior and specifying to them the purpose of their activity, for the purpose of adjusting grievances in accordance with the grievance procedure or other legitimate representation functions and for reporting to the Grievant a change in the status of his grievance. A Grievance Committeeman will be permitted to leave work during his regular working hours on his shift when he presents a written grievance to his supervisor signed by an employee in his respective institution who made the complaint in accordance with Grievance Procedures. Grievance Committeemen will also be permitted to leave

their work for other legitimate representation functions in accordance with Grievance Procedures.

- (e) No one shall be eligible to serve as a grievance committeeman unless he is a full time permanent employee and unless he is a member of the P.B.A. and is working in the institution that he represents.
- (f) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the administration.
- (g) The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving legitimate grievances. Committeemen acting properly in their official capacity should be free from orders by supervision which, if carried out, would impair the orderly investigation and presentation of grievances. Actions which tend to impair or weaken the grievance procedure, whenever they occur on in whatever manner or form are improper. Committeemen have a responsibility to the P.B.A. and the employees they represent to conduct themselves in a businesslike manner and shall conform to the department's rules. The normal standard of conduct applicable to all employees shall be applied to Committeemen.

(h) Upon entering an institution in fulfillment of his duties, the grievance committeeman shall notify the superior or acting superior of that institution of his presence and purpose or give the superior a copy of the written complaint providing he has not already received one. Grievance forms shall be provided by the Administration. These forms (in structure) must be approved by the P.B.A. Grievance Committee.

9.5 Representatives of the P.B.A. who are not employees previously accredited to the employer in writing by the P.B.A. 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, if they first obtain permission to do so from the employee's Department Director or his designated representative, which permission shall not unreasonably be withheld.

PAY SCALES AND RATES

10.1 The 1978 pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

10.2 During the term of this Agreement, the pay scales will not be changed unless by mutual consent of both parties.

10.3 All employees covered by this Agreement who were hired prior to April 1, 1977 shall have their salaries increased during calendar year 1978 based upon the following schedule:

(a) Effective January 1, 1978, \$600 on their base annual salary as of December 31, 1977 not to exceed the maximum of the range as set forth in Appendix A.

(b) Effective July 1, 1978, five (5) percent on their base annual salary as of June 30, 1978, not to exceed the maximum of the range as set forth in Appendix A.

10.4 All employees covered by this Agreement who were hired on or after April 1, 1977 shall have their salaries increased during calendar year 1978 based upon the following schedule:

(a) Effective January 1, 1978, the new minimum as set forth in Appendix A. (Employees hired after January 1, 1978 will go to the new minimum effective their date of hire).

10.5 An employee who performs work in a higher pay classification 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 time that it is performed and his salary shall be adjusted to the minimum of the new range or to a point in the new range 5 percent above his present rate, whichever is

higher, and in no instance would an employee receive less than his present rate.

10.6 When an employee is promoted from one classification or titled to another with a higher salary range, then his salary shall be adjusted to the minimum of the new range or to a point in the new range 5 percent above his old rate, whichever is higher.

10.7 Openings for employees to perform work in a higher paid classification for at least four (4) hours in any work day shall be given to employees on a seniority basis, if possible, provided, however, that the employee may refuse to exercise his seniority, in which event the position will be open to the less senior man.

11.

OVERTIME

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

- (a) daily - all work performed in excess of eight (8) hours in any work day;
- (b) all work performed on days scheduled as non-working days on the work schedule referred to in Paragraph 5.1.
- (c) all work performed on a holiday plus the regular day's pay.

11.2 Double time the employee's regular rate of pay shall be paid for any work in excess of sixteen (16) hours in any twenty-four (24) hour period.

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

11.4 Provision of meals for employees working overtime through a regularly scheduled meal time with the stipulation that the employee has worked four (4) hours overtime, or if the employee is called in on an emergency basis before his starting time and works through the regular breakfast meal.

CALL-IN TIME

12.1 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 be guaranteed not less than four (4) hours pay at the overtime rate.

If the employee's call-in time work assignment and his regular shift overlap, he shall be paid at least two (2) hours at the overtime rate.

13.

SHIFT PAY

13.1 Employees working on shifts of which the majority of working hours fall between 4:00 p.m. in the afternoon and 12:00 a.m. at night, shall receive in addition to their regular pay, an additional 13 cents per hour.

13.2 Employees working on shifts of which the majority of working hours fall between 12:00 a.m. in the evening and 8:00 a.m. in the morning, shall receive in addition to their regular pay, an additional 15 cents per hour.

13.3 If an employee working either of the shifts referred to in Paragraph (13.1 or 13.2) is entitled to premium pay, shift pay shall be paid in addition to said premium pay.

INSURANCE AND RETIREMENT BENEFITS

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

14.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974.

14.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Police and Firemen's Retirement System or the Public Employees' Retirement System.

14.4 The County agrees to provide a \$1.00 co-payment Prescription Drug Program to eligible employees in accordance with the provisions of the contractual agreement between the County of Mercer and Blue Cross of New Jersey.

14.5 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 No. 76-405, adopted September 14, 1976.

14.6 The insurance coverage provided for in this section shall be paid for by the County without contribution by the employees.

PAID LEAVES OF ABSENCE

15.1 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, sister-in-law, brother-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, commencing the day after date of death. In the event of death of a grandparent 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 for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours pay for any one day.

15.2 UNION BUSINESS DAYS - Any employee who is duly authorized in writing to be a representative of the P.B.A. shall be granted a leave of absence with pay for the time necessary to conduct P.B.A. business. The P.B.A. shall designate no more than four (4) employees to serve as P.B.A. representatives who shall be allowed an aggregate of no more than forty (40) days in any calendar year.

15.3 OCCUPATIONAL INJURY LEAVE - Any permanent employee who is disabled because of occupational injury or disease, shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such an employee for disability leave, shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act, for temporary disability.

Such leave shall be limited to a maximum of six months from the date of injury or illness or until temporary disability compensation payments terminate, whichever is sooner. In the event that such disability shall be as the result of an assault and/or battery committed against the employee by an inmate of the institution, then the maximum of six months shall be extended to one year.

Employees returning from authorized leave of absence as set forth above, will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

15.4 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, accident or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance of the employee upon a member of the immediate family who is seriously ill.
- (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 1st 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.
- (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 14.5.
- (f) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time or in conformance with departmental regulations.
 - (1) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.
 - (2) In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.
 - (3) The appointing authority may required an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the County, by a physician designated by the appointing authority.

Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the other employees.

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

15.5 PERSONAL LEAVE DAYS - Employees covered by the provisions of this Agreement shall be entitled to three (3) days a year leave of absence with pay for personal business. Temporary and CETA employees shall earn personal days at the rate of one (1) day for every four (4) months worked. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization by said supervisor. The County 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 or sick leave.

NON-PAID LEAVES OF ABSENCE

16.1 Maternity leaves not to exceed six (6) months shall be granted at the request of a female employee. Maternity leaves may be extended or renewed for a period not to exceed six (6) months upon the request of an employee.

16.2 An employee shall be entitled to a leave of absence without pay to accept a permanent position with any other governmental agency for a period not to exceed the probationary period for such position or a period for four (4) months, whichever is less.

16.3 The County will grant leaves of absence to two (2) employees to accept full-time P.B.A. employment in conformance with Civil Service Rules and Regulations. Sixty (60) days notice in writing shall be given to the County by any employee requesting such leave.

16.4 All other leaves of absence without pay shall be at the discretion of the County.

16.5 Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges, or benefits, provided however, that sick leave, vacation leave and longevity credits shall not accrue with the exception of those on military leave.

HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

All other holidays formally declared by resolution of the Board of Freeholders.

17.2 Holidays enumerated in 17.1 above that fall on a Saturday shall be celebrated on the preceding Friday; holidays that fall on Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

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

17.4 When a holiday falls on a regularly scheduled day off, employees shall receive an additional day's pay.

ANNUAL VACATION LEAVE

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

Vacations with pay shall be granted to employees as follows:

- Appointment to December 31st of the year of appointment.....1 day per month
- One year to five years.....12 working days
- Six years to ten years.....15 working days
- Eleven years to fifteen years.....20 working days
- Over fifteen years.....25 working days

18.2 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 pay day immediately preceding the employee's vacation period.

18.3 If an employee is called back to work while on vacation, he shall be paid time and one-half per day and shall not lose vacation day or days.

18.4 Vacation allowance must be taken during the current calendar year. Scheduling of vacation time shall be approved by the Warden. Vacation time must be given so as not to require its loss. Any unused vacation time may be carried over into the next succeeding year only. A permanent employee who returns from military service

is entitled to full vacation allowance for the calendar year of return.

18.5 An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated 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.

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

LONGEVITY

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

19.2 Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$200.00 commencing with the first day of the first full pay period following five (5) years of continuous service and for the completion of each additional five (5) years of continuous service thereafter, shall have added to their gross per annum pay an additional \$200.00.

19.3 Any interruption of service due to a cause beyond the control of the employee, i.e., for military service, injury or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative periods of service with the County of Mercer. Nothing contained in this article shall be construed to apply to any person who employment has been terminated for any reason prior to the effective date of the execution of this contract.

19.4 Such additional longevity payments shall be paid, notwithstanding the maximum salary heretofore provided for such employment or for future employment, by resolution, but shall not apply to those officers, positions or employment where compensation is set by State Statute and the maximum allowed by law is presently being received.

20.1 The employer will provide one full set of uniforms to each employee upon the commencement of his employment. The uniforms shall consist of the following:

- (a) Three sets of summer uniforms
- (b) Three sets of winter uniforms
- (c) One three-quarter length winter jacket, water repellent
- (d) One Eisenhower jacket
- (e) Uniforms shall include in addition to normal issue:
hats, shoes, belts, and ties

20.2 The employer agrees to pay to each employee the sum of \$300.00 annually, which sum shall be used by the employee for the replacement and/or maintenance of his or her uniforms. Replacement parts for uniforms shall adhere to specifications established by the County. The allowance referred to in this sub-paragraph shall be earned quarterly, if the employee works one (1) day in said quarter and, shall be paid semi-annually in June and December, and in the case of new employees, shall be prorated.

20.3 One meal per shift will be granted to all employees.

SAFETY AND HEALTH

21.1 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 insure their safety and health. When such materials are issued, they shall be used.

21.2 The employer and the P.B.A. 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 P.B.A. 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.

SEPARABILITY AND SAVINGS

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

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

TRANSITION/COUNT-UP TIME

At each change of shift every correctional officer shall be responsible to his relief and/or to the superior officer in charge of the institution on that shift, for the inmate count on his/her post assignment and for those other transitional shift responsibilities required by the position.

The time worked during this period of shift transition shall not exceed 5 minutes beyond the normal work shift.

All correctional officers covered by this Agreement shall be paid the sum of \$200.00 annually, payable prorated with each salary check during the year.

GENERAL PROVISIONS

24.1 The employer agrees to make available one locked glass enclosed bulletin board at each of the following locations:

WORKHOUSE

JAIL

The said bulletin boards shall be used for posting of the following notices:

P.B.A. Meetings

P.B.A. Elections

P.B.A. Returns

P.B.A. Appointments to Office

P.B.A. Recreational or Social Affairs

24.2 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 who retired under a State administered pension plan prior to the date of the execution of this Agreement.

DURATION OF THE AGREEMENT

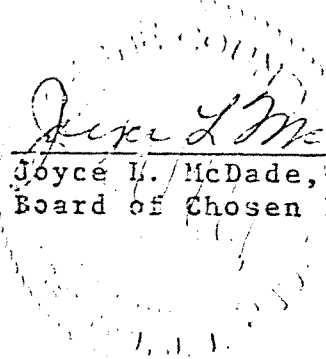
25.1 This Agreement shall become effective January 1, 1978 and shall remain in full force and effect until December 31, 1978. It shall automatically be renewed from year to year thereafter unless either party shall notify the other by certified mail 60 days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 45 days prior to the expiration date.

This Agreement shall remain in full force and effect during the period of the negotiations. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph. Such written notice shall be sent by certified mail.

IN WITNESS WHEREOF, the parties hereto have caused these
Presents to be signed by their proper officers and attested to on
the 16th day of February, in the year
of Our Lord, One Thousand Nine Hundred and Seventy Eight.

ATTEST:

COUNTY OF MERCER



Joyce L. McDade
Joyce L. McDade, Clerk
Board of Chosen Freeholder

Arthur R. Sypek, Sr.
Arthur R. Sypek, Sr.
County Executive

Robert W. Davis, III
Robert W. Davis, III
Secretary

Richard A. Hedden
Richard A. Hedden
President

APPENDIX A

Correction Officer
\$10,200 - \$14,574

Correction Officer-Sergeant
\$12,000 - \$16,765