

AGREEMENT

between

Mercer County Board of Chosen Freeholders

THE COUNTY OF MERCER

and

MERCER COUNTY  
SUPERIOR CORRECTION OFFICERS' ASSOCIATION

α EFFECTIVE: January 1, 1981  
EXPIRATION: December 31, 1982

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PREAMBLE

This Agreement, dated Oct 27, 1981, between the County of Mercer, hereinafter referred to as the "Employer", and the Mercer County Superior Correction Officers' Association, 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, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the Employer and the Union entered into an Agreement on October 27, 1981, 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 classifications listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

2.

MANAGEMENT RIGHTS

2.1 The County retains and may exercise all right, 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 Union, all such rights, powers, authority, prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of the employees are exclusively retained by the County.

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 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 Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with "Title 52 of the Revised Statutes" as amended. The authorization shall remain in effect unless terminated by the employee 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.

3.2 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.

4.

### WORK SCHEDULES/JOB ASSIGNMENTS

4.1 The work shift for all employees covered by the terms of this Agreement shall be for a period of eight (8) hours ten (10) minutes.

4.2 The County (Warden, Mercer County Jails) retains the absolute authority to determine, establish, define, and change the work shifts and/or job assignments at both the Correction and Detention Centers.

Assignments will be made on basis of demonstrated past ability, proficiency, initiative, knowledge of institutional rules and regulations, and seniority. Seniority in and of itself shall not be grounds for placing a superior officer in a given post or position.

4.3 The County (Warden, Mercer County Jails) retains the absolute authority to permanently assign, remove and reassign any employee from his job assignment and shift, but such removal shall not be made without cause.

Further, the County (Warden, Mercer County Jails) reserves and retains the right to change job assignments within shifts on a temporary basis to meet the needs of the institution.

5.

### EQUAL TREATMENT

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

5.2 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.

6. 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.

7. POSITION CLASSIFICATIONS

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 Employer determines that new classifications are to be established or that changes are to be made in the existing classification, 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.

8. SENIORITY

8.1 Seniority, except for longevity purposes, is defined as an employee's total length of service with the County, beginning with the date of permanent appointment to rank.

8.2 In the event that two (2) or more employees are permanently appointed on the same date, seniority shall be determined by the order in which their names appear on the Civil Service certification list as issued or amended.

8.3 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate, and shall furnish copies of same to the Union upon request.

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

9. GRIEVANCE PROCEDURE

9.1 A grievance is defined as:

a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement.

b. A claimed violation, misinterpretation, or misapplication of rules or 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 his immediate supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The Union Grievance Committeeman shall take up the grievance or dispute with the Warden, Mercer County Jails, within five (5) days of its occurrence. Said grievance or dispute shall be presented in writing to the Warden, Mercer County Jails. The Warden, Mercer County Jails, shall respond in writing to the Union President or designated representative within five (5) working days..

Step Two: If the grievance still remains unsettled it shall be presented by the President or Union Grievance Committeemen 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 Union Grievance Committeeman within five (5) working days.

Step Three: If the grievance has not been satisfactorily resolved at Step Two, and the grievance involves a claimed breach, misinterpretation, or improper application of the terms of this Agreement as described in the definition of a grievance in Paragraph 9.1.a above (but not in Paragraph 9.1.b), the Union 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 Grievances as defined in Paragraph 9.1.b above which have not been satisfactorily resolved between the parties at Step Two shall not be moved to arbitration unless there is mutual agreement in writing between the parties to move said grievance to arbitration. This mutual agreement shall contain a statement or definition of the issue to be arbitrated, which statement may not be modified or changed in the arbitration proceeding.

9.3 The Union and the Employer agree to give reasonable consideration to a request by the department director for meetings to discuss grievances pending at Steps One and Two above.

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

9.5 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 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 be unreasonably withheld.

9.6 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, if they first obtain permission to do so from the employee's department director or his designated representative, which permission shall not be unreasonably withheld.

10. DISCIPLINE/DISCHARGE

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

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

11. RATES OF PAY

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

11.2 For the purposes of this Agreement the 1981 rates of pay shall become effective on July 1, 1981 and the 1982 rates of pay shall become effective on January 1, 1982 with the following exceptions for calendar year 1981 only:

- a. Sgts. John Carney and Pearline Smith shall have their annual base salaries increased to \$19,600, effective January 1, 1981.
- b. Sgt. Leonard Bainbridge shall have his annual base salary increased to \$19,600, effective May 26, 1981.

11.3 A Correction Officer Sergeant who works in the classification of County Correction Lieutenant 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.

11.4 When a Correction Officer Sergeant is promoted to the classification of County Correction Lieutenant, his/her salary shall be adjusted to the rate of pay for a County Correction Lieutenant as set forth in either Appendix A (1981) or Appendix B (1982) attached.

12. OVERTIME

12.1 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 and ten (10) minutes in any work day.
- b. All work performed on days scheduled as non-working days.
- c. All work performed on a holiday plus the regular day's pay.

12.2 Double time the employee's regular rate of pay shall be paid for any work in excess of sixteen (16) hours and twenty (20) minutes in any twenty-four (24) hour period.

12.3 Overtime opportunities will be distributed as equally as possible among employees in the same classification.

It is understood that nothing in this clause shall require payment for overtime hours not worked.

12.4 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.

13. CALL-IN TIME

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

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



13.2 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.

14. SHIFT PAY

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

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

14.3 If an employee working either of the shifts referred to in the paragraphs above is entitled to premium pay, shift pay shall be paid in addition to said premium.

15. INSURANCE AND RETIREMENT BENEFITS

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

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

15.3 The Employer agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System and/or the New Jersey Policemen's and Firemen's Retirement System.

15.4 The Employer agrees to provide a \$2.50 co-payment Prescription Drug Program to eligible employees in accordance with the provisions of the contractual agreement between the County of Mercer and Blue Cross of New

Jersey. Eligible employees, for the purposes of this Program, shall be defined as all full-time permanent employees only.

15.5 The Employer agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution Number 76-405, adopted September 14, 1976.

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

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

16. PAID LEAVES OF ABSENCE

16.1 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 the day of the funeral only. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours and ten (10) minutes pay for any one day.

The County reserves the right to request evidence of death of a family member.

16.2 UNION BUSINESS DAYS - Any 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. The Union shall be allowed an aggregate of no more than fifteen (15) days in any calendar year.

16.3 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 Workers' Compensation paid under the New Jersey Workers' Compensation Act, for temporary disability. Such leave shall be limited to a maximum of six (6) 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 (6) months shall be extended to one (1) year.

All other employees, who are disabled as the result of an occupational injury or illness, shall not be entitled to a leave of absence with full pay as provided above to any permanent employee, but shall be covered by the provisions of the Workers' Compensation Law from the date of injury or illness.

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

16.4 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.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one (1) 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 (1) 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 15.5.

f. If an employee is absent for reasons that entitle him/her to sick leave, the employee's 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.

c. Said leaves of absence must be renewed every three (3) months with the approval of the County Medical Examiner.

17.2 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.

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

17.4 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.

18. HOLIDAYS

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

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

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

18.2 Holidays enumerated in 18.1 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.

18.3 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.

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

19. ANNUAL VACATION LEAVE

19.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence

without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

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

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

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

c. From beginning of sixth (6th) year to completion of tenth (10th) year, fifteen (15) working days.

d. From beginning of eleventh (11th) year to completion of fifteenth (15th) year, twenty (20) working days.

e. After completion of fifteenth (15th) year, twenty-five (25) working days.

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

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

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

19.6 A maximum of ten (10) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding calendar year. Any remaining vacation allowance must be taken during the current calendar year unless the employee's department director 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.

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

19.8 An employee 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 a permanent employee dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

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

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

20. LONGEVITY

20.1 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.

20.2 Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$200 commencing with the first 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 \$300.

20.3 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 whose employment has been terminated for any reason prior to the effective date of the execution of this contract.

20.4 Such additional longevity payments shall be paid notwithstanding the maximum salary theretofore 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.

21. WORK UNIFORMS, UNIFORM ALLOWANCE AND MEALS

21.1 The employer will provide one full uniform issue to each Correction Officer Sergeant upon permanent appointment to rank. The uniform issue shall consist of the following:

- a. Three Long sleeve white shirts.
- b. Three short sleeve white shirts.
- c. One white hat.
- d. Badges and other necessary and appropriate insignia of rank.

21.2 The employer agrees to pay to each employee the sum of \$360 for calendar year 1981 and \$420 for calendar year 1982, which sum shall be used by the employee for the replacement and/or maintenance of his/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.

21.3 One meal per shift will be granted to all employees, covered by the terms of this Agreement.

## 22. SAFETY AND HEALTH

22.1 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.

22.2 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.

## 23. SEPARABILITY AND SAVINGS

23.1 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.

24.

ORAL MODIFICATION

24.1 Any modifications of this Agreement must be formalized in writing and signed by the parties to this Agreement. No oral modification will be deemed valid unless same is reduced to writing and incorporated into the Agreement.

25.

GENERAL PROVISIONS

25.1 The provisions of this Agreement shall only apply to those employees in the Unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees who retired under a State administered pension plan prior to the date of the execution of this Agreement.

26.

DURATION OF THE AGREEMENT

26.1 This Agreement shall become effective January 1, 1981 and shall remain in full force and effect until December 31, 1982. It shall automatically be renewed from year to year thereafter unless either party shall notify the other by certified mail sixty (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 forty-five (45) days prior to the expiration date.

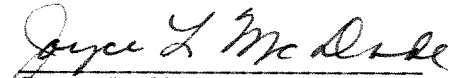
This Agreement shall remain in full force and effect during the period of the negotiations. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the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

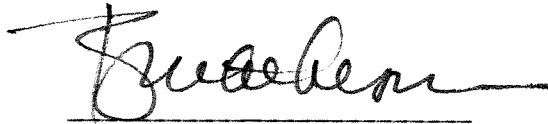


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the Oct. 29, 1981 in the year of Our Lord, One Thousand Nine Hundred and Eighty One.

ATTEST:

COUNTY OF MERCER

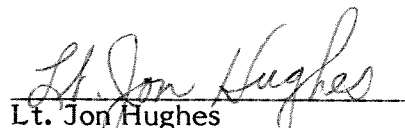
  
\_\_\_\_\_  
Joyce L. McDade, Clerk  
Board of Chosen Freeholder

  
\_\_\_\_\_  
Bill Mathesius  
County Executive

ATTEST:

Mercer County Superior Officers  
Association

  
\_\_\_\_\_  
Mamie Sapp  
Secretary

  
\_\_\_\_\_  
Lt. Jon Hughes  
President

APPENDIX A

1981 SALARY

Correction Officer Sergeant - \$19,600

County Correction Lieutenant - \$21,900

APPENDIX B

1982 SALARY

Correction Officer Sergeant - \$21,400

County Correction Lieutenant - \$23,500