

-0187

11-00

AMENDMENT TO  
AGREEMENT

Between

THE COUNTY OF MERCER, County of

AND

AFSCME, LOCAL 2287 OF  
(Prosecutor's Superior Detectives)

THE AMERICAN FEDERATION

OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

X

Effective: January 1, 1983  
Expiration: December 31, 1984

The Agreement dated Nov. 9, 1983, between the County of Mercer and Local Number 2287 of the American Federation of State, County, and Municipal Employees (AFL-CIO) is hereby amended as follows:

Paragraph Four of the Preamble is amended to read as follows:

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 operation of the County and to provide an orderly and prompt method for handling and processing grievances;

Listed below are the clauses that have been amended to meet the requirements of the Judicial Branch of Government of Mercer County.

#### UNION SECURITY

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.*

#### GRIEVANCE PROCEDURE

16.1 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 five (5) days from receipt of the response from the department director. No later than five (5) days after receipt of 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 five (5) days after the meeting.

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.

#### DISCIPLINE/DISCHARGE

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

- a. Incapacity due to mental or physical disability.
- b. Intoxication while on duty.
- c. Disorderly or immoral conduct.

- d. Where violence and/or the health and safety of other employees or employer may be involved.
- e. Serious neglect of duty.

17.4 Add the following:

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

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

*--All permanent classified and unclassified Court employees may elect a hearing before the Assignment Judge or his designee.*


#### WORK RULES


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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 11<sup>th</sup> day of Nov., 1983.

ATTEST:

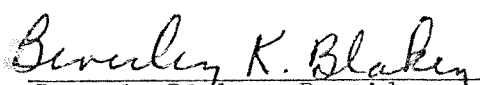
COUNTY OF MERCER

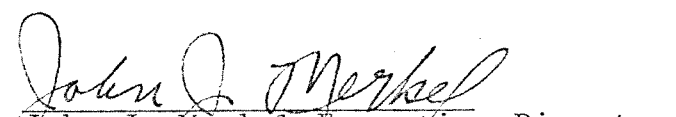
  
Joyce L. McDade, Clerk  
Board of Freeholders

  
Bill Mathesius  
County Executive

ATTEST:

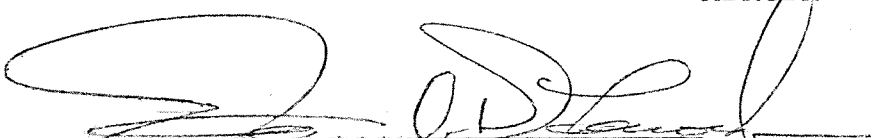
AFSCME Local 2287

  
Beverly Blakey, President  
AFSCME Local 2287

  
John J. Merkel, Executive Director  
AFSCME Council 73

ATTEST:

JUDICIARY OF THE COUNTY OF  
MERCER

  
Samuel D. Lenox, Jr., A.J.S.C.