

Contract no. 1424

Approved as to Form and Legality

Date

*[Signature]*  
County Counsel

June 9, 1992

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE CONTRACT BETWEEN TEAMSTERS LOCAL UNION NO. 102 (PROSECUTOR'S CLERICAL STAFF) AND THE COUNTY OF MERCER, UPON APPROVAL BY COUNTY COUNSEL. TWO (2) YEAR CONTRACT JANUARY 1, 1992 TO DECEMBER 31, 1993.

WHEREAS, Teamsters Local Union No. 102 is the sole and exclusive bargaining agent for the Employee/Prosecutor's Clerical Staff; and,

WHEREAS, it is in the best interest of the County of Mercer to execute the contract; now therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute said contract between the Teamsters Local Union No. 102 and the County of Mercer upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution, together with a copy of the Contract to the County Administrator, Chief, Division of Employee Relations, Teamsters Local No. 102, County Treasurer, and the Public Employees Relations Commission (PERC).

*Catherine DiCastro*  
Clerk to the Board

RECORD OF VOTE

FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Carabelli	X						Sciarrotta	X					X
Constance	X						Yugas	X				X	
Iszard	X						Bronson		X				
Migliaccio	X												

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
Res.—Resolution Moved      Sec.—Resolution Seconded

Contract no. 14204

A G R E E M E N T

Between

THE PROSECUTOR OF MERCER COUNTY

and

TEAMSTER LOCAL NUMBER 102

(CLERICAL)

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

## CONTENTS

### Preamble

1. Recognition
2. Management Rights
3. Union Security
4. Work Schedules
5. Overtime
6. Pay Scales - Rates of Pay
7. Call-in Time
8. Insurance and Retirement Benefits
9. Paid Leaves of Absence
  - 9.1 Bereavement Days
  - 9.2 Union Business Days
  - 9.3 Occupational Injury Leave
  - 9.4 Sick Leave
  - 9.5 Personal Leave
  - 9.6 Jury Duty
  - 9.7 Sick Leave Buy Back
10. Absence Without Leave
11. Non-Paid Leaves of Absence
12. Child Care/Maternity Leave
13. Seniority
14. Holidays
15. Grievance Procedure
16. Discipline/Discharge
17. Safety and Health
18. Equal Treatment
19. Work Rules
20. Annual Vacation Leave
21. Shift Pay
22. Longevity
23. Clothing Maintenance Allowance
24. Classifications and Job Descriptions
25. Strikes and Lockouts
26. Outside Employment
27. Waiver
28. Oral Modification
29. General Provisions
30. Separability and Savings
31. Termination

### Appendixes



PREAMBLE

WHEREAS, the Prosecutor 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 Prosecutor's Office to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interest of the Prosecutor and the citizens of Mercer County; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Prosecutor 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 Prosecutor's Office and to provide an orderly and prompt method for handling and processing grievances;

This agreement, dated \_\_\_\_\_, between the Prosecutor of the County of Mercer, hereinafter referred to as the "Employer", and Teamster Local Number 102, hereinafter referred to as the "Union"; and

WHEREAS, the Employer and the Union entered into an Agreement on \_\_\_\_\_, which Agreement was approved by the Prosecutor of Mercer County.

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 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. 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 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 Teamster Local Number 102.

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 with 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.

The Union's 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 in this 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. 34:13A-5.4, et.al.

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

4. WORK SCHEDULES

4.1 The weekly work schedule shall consist of five (5) consecutive days, Monday through Friday, inclusive.

4.2 The weekly work schedule and the starting time of work shifts shall be determined by the Prosecutor after consultation with the Union and may be changed by giving the employees and Union a minimum of two (2) weeks advance notice. In emergency situations, the work schedules and starting time of work shifts may be changed at the discretion of the Prosecutor.

5. OVERTIME

5.1 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 5.3 below.
- b. All work performed on Saturday.
- c. All work performed on a holiday plus the regular day's pay.

5.2 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.

5.3 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.

5.4 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 5.1 and 5.2 above.

5.5 Part-time employees are exempted from the overtime provisions of 5.1 and 5.2 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 meals.

5.6 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 \$2.00, \$3.00, and \$5.00 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.

5.7 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 the paragraphs 5.1, 5.2, and 5.3 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.

5.8 Overtime opportunities will be distributed as equally as possible among employees in the same job classification. It is understood that nothing in the 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 as set forth in the Compensation Schedule attached as Appendix B and C.

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 should receive a three (3%) percent salary increase.
- b. Effective July 1, 1992 all employees in grade on January 1, 1992 shall receive one (1) increment on the step-on guide within the salary range for their respective title as set forth in the compensation schedules attached hereto.
- 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 (1) increment on the step-on guide within the salary range for their respective title as set forth in the compensation schedules attached hereto.

6.3 Those employees in the unit who received a promotion to a higher classification shall have their salary adjusted within the new range which will reflect the minimum salary increase of (5%) percent. 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.

6.4 An 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 Prosecutor and County Administrator and submission of CS-6 Forms is made to Civil Service effecting said temporary-provisional appointment.

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 completion of the work assignment and such assignment required 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 Employer 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 Employer except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

8.2 The Employer 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 Employer may choose.

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



8.4 The County agrees to provide a \$4.00 co-payment Prescription Drug Program to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purpose of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only.

8.5 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 County provisions governing this matter.

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

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, grandmother, grandfather or any other relative living in the household of the employee, said employee shall be excused for a period beginning with the day of day of death or the day after the date of death to one (1) day after the funeral, but in no instance for more than five (5) consecutive days. In the event of the death of a grandparent or grandchild not living in the household of the employee, said employee shall be excused for 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 seven (7) hours pay for any one day. The Employer shall have the right to request proof of death and/or living arrangements whenever said proof shall appear reasonable.

9.2 Union Business Days. 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 twenty (20) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the Prosecutor. The Union President or his 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 Prosecutor; such authorization shall not be unreasonably denied.

9.3 Occupational Injury Leave. Any employee who is disabled because of occupational injury or illness shall be covered by the



provisions of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability commencing the day after the date of injury or illness. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave and clothing allowance credits shall not accrue during this period of disability. All other entitlements under this Article shall be as prescribed by the New Jersey Workers' Compensation Law.

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

9.4 Sick Leave. All full-time permanent, full-time temporary, or full-time provisional employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in one-half day units.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year.

c. The minimum sick leave with pay shall accrue to any full-time temporary, full-time provisional, or full-time JTPA 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 of 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 Prosecutor 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 Prosecutor 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 Medical Examiner or by a physician designated by the Medical Examiner. 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 temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.

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

9.5 Personal Leave. All permanent 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 on 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 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.



9.6 Jury Duty. All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee serving on jury duty is given advance notice that he is not to report for jury duty on any specific day or should an employee serving on jury duty be released from jury duty prior to 12:00 noon on any specific day, said employee shall be required to report to work at his normal starting time, if not required to report or shall be required to report to work for the remainder of his shift if released from jury duty prior to 12:00 noon.

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.

9.7 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.

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

11. NON-PAID LEAVES OF ABSENCE

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

12. CHILD CARE/MATERNITY LEAVE

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 purpose. 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 six (6) months. Said leave shall commence effective upon the date of birth of the employee's child and may be extended an additional three (3) months. This three (3) month extension may be granted if extenuating circumstances exist; however, under no circumstances shall this leave of absence be extended beyond this nine (9) month period.

13. SENIORITY

13.1 Seniority is defined as an employee's continuous length of service with the County beginning with his initial date of hire. Any authorized leave of absence is considered to be continuous service.

13.2 Seniority may be given preference in layoffs, recall, vacation, and scheduling.

13.3 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.

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

14. HOLIDAYS

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

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

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



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

14.3 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.

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

15. GRIEVANCE PROCEDURE

15.1 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 or 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 Prosecutor 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 Prosecutor shall render a decision in writing.

Step Two: If the grievance has not been settled within fifteen (15) days after receipt of the written reply of the Prosecutor, the Union may 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 understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

15.2 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.

15.3 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.

15.4 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 Prosecutor or his designated representative, permission for which shall not be unreasonably withheld.

16. DISCIPLINE/DISCHARGE

16.1 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.

16.2 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only 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; suspension 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 16.2(a) above, shall have the right to



appeal this disciplinary action to binding arbitration in accordance with Step II of the Grievance Procedure.

- c. The Union, in behalf of a provisional or unclassified employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step II of the Grievance Procedure.

17.

#### SAFETY AND HEALTH

17.1 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.

17.2 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.

18.

#### EQUAL TREATMENT

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

18.2 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.

19.

#### WORK RULES

19.1 The Employer may establish reasonable and necessary

rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

20.

ANNUAL VACATION LEAVE

20.1 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.

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

- a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
- b. After one (1) year and to completion of five (5) years, twelve (12) working days.
- c. From beginning of sixth year to completion of tenth year, fifteen (15) working days.
- d. From beginning of eleventh year to completion of fifteenth year, twenty (20) working days.
- e. After completion of fifteenth year, twenty-five (25) working days.

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

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

20.5 An employee who is called back to work while on authorized vacation, shall be paid time and one-half and shall not lose vacation day(s).

20.6 Vacation allowance must be taken during the current calendar year unless the Employer determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of ten (10) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding year.



20.7 A permanent employee who returns from military service other than any active duty for training with any military reserve or National Guard unit 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.

20.8 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his 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.

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

20.10 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.

21. SHIFT PAY

21.1 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.

21.2 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 and additional twenty (20) cents per hour.

22. LONGEVITY

22.1 Every full-time employee, temporary, 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.

Employees having completed five (5) years of continuous 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 service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, an additional \$400.

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 period 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 adoption of this contract.

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

23. CLOTHING MAINTENANCE ALLOWANCE

23.1 The Employer agrees to provide an annual \$150 clothing maintenance allowance to the Senior Identification Officer, and Identification Officer, and Forensic Photographers. This allowance shall be earned on a quarterly basis, provided the employee works a minimum of one (1) day in any calendar quarter, and shall be paid semi-annually during June and December.

23.2 New Employees, retired employees, or deceased employees shall be paid a prorated share of the clothing maintenance allowance, based upon the formula set forth in the paragraph above, payable in either June or December.

23.3 Employees covered by the Agreement who voluntarily terminate their employment with the County of Mercer or whose employment is terminated for cause shall not be entitled to payment of the clothing maintenance allowance or any prorated portion thereof.

24. CLASSIFICATION AND JOB DESCRIPTION

24.1 The classification for employees covered by the Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

24.1 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.

25. STRIKES AND LOCKOUTS

25.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of 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.



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

26. OUTSIDE EMPLOYMENT

26.1 Any employee covered by the Agreement shall be entitled to hold part-time employment, provided, however, that all such employment is approved in advance by the Prosecutor. The decision of the Prosecutor shall be final and shall not be the subject of an arbitration or grievance.

27. WAIVER

27.1 The right of either party to require strict performance hereunder by the other shall not be affected by any waiver, forbearance, or course of dealing.

28. ORAL MODIFICATION

28.1 This Agreement is intended to encompass the entire understanding between the parties. Any modification must be formalized in writing and signed by the parties to the Agreement. No oral modification will be deemed valid unless same is reduced to writing and incorporated into this Agreement.

29. GENERAL PROVISIONS

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

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

30.2 Upon request of either party, the parties agree to meet 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 Prosecutor's Office including the right to plan, control, and direct the operation of the personnel.

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 made by certified mail or personal service by October 1st of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than 90 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.


31.3 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 \_\_\_\_\_.

ATTEST:


COUNTY OF MERCER

  
Catherine DiCostanzo, Clerk  
Board of Chosen Freeholders

  
Robert D. Frunetti  
County Executive

ATTEST:

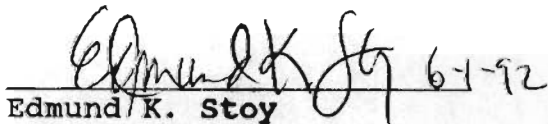
TEAMSTERS LOCAL NO. 102


  
Linda Byrne  
Bargaining Committee

  
Ben Merker  
Secretary/Treasurer

  
Barbara Botteri  
Bargaining Committee

MERCER COUNTY PROSECUTOR'S OFFICE

  
Edmund K. Stoy  
Office Manager

  
Maryann K. Bielanowicz  
Prosecutor

APPENDIX A

Job Titles - Salary Range Codes

<u>TITLE</u>	<u>SALARY RANGE CODE</u>	<u>HOURS OR WORK</u>
Administrative Clerk-Prosecutor	011	35
Agency Aide	003	35
Clerk Stenographer	002	35
Clerk	001	35
Clerk Transcriber	002	35
Clerk Typist	001	35
Clerk Typist (Bilingual)	002	35
Docket Clerk (Typing)	002	35
Forensic Photographer	004	35
Identification Officer	005	35
Legal Stenographer	004	35
Principal Account Clerk (Typing)	005	35
Principal Clerk Stenographer	007	35
Principal Clerk Typist	005	35
Principal Data Control Clerk	006	35
Principal Docket Clerk Typist	006	35
Principal Legal Stenographer	010	35
Principal Work Processing Operator	010	35
Secretarial Assistant	010	35
Senior Clerk Stenographer	004	35
Senior Clerk Typist	003	35
Senior Data Entry Machine Operator	004	35
Senior Docket Clerk (Typing)	004	35
Senior Identification Officer	010	35
Senior Legal Stenographer	007	35
Senior Terminal Operator	004	35
Senior Word Processing Operator	005	35
Supervising Clerk	010	35
Vault Clerk	001	35
Word Processing Operator	004	35



APPENDIX C  
JANUARY 1, 1993 COMPENSATION SCHEDULE

<u>RANGE</u>	<u>INCREMENT</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
001	677	16,204	16,881	17,558	18,235	18,912	19,589	20,266	20,943
002	709	17,008	17,717	18,426	19,135	19,844	20,553	21,262	21,971
003	742	17,814	18,556	19,298	20,040	20,782	21,524	22,266	23,008
004	777	18,651	19,428	20,205	20,982	21,759	22,536	23,313	24,090
005	851	20,440	21,291	22,142	22,993	23,844	24,695	25,546	26,397
006	890	21,384	22,274	23,164	24,054	24,944	25,834	26,724	27,614
007	931	22,379	23,310	24,241	25,172	26,103	27,034	27,965	28,896
008	976	23,427	24,403	25,379	26,355	27,331	28,307	29,283	30,259
009	1003	24,111	25,114	26,117	27,120	28,123	29,126	30,129	31,132
010	1020	24,529	25,549	26,569	27,589	28,609	29,629	30,649	31,669
011	1070	25,680	26,750	27,820	28,890	29,960	31,030	32,100	33,170

APPENDIX B

JANUARY 1, 1992 COMPENSATION SCHEDULE

<u>RANGE</u>	<u>INCREMENT</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
001	658	15,732	16,440	17,098	17,756	18,414	19,072	19,730	20,388
002	689	16,513	17,202	17,891	18,580	19,269	19,958	20,647	21,336
003	721	17,295	18,016	18,737	19,458	20,179	20,900	21,621	22,342
004	755	18,108	18,863	19,618	20,373	21,128	21,883	22,638	23,393
005	827	19,845	20,672	21,499	22,326	23,153	23,980	24,807	25,634
006	864	20,761	21,625	22,489	23,353	24,217	25,081	25,945	26,809
007	904	21,727	22,631	23,535	24,439	25,343	26,247	27,151	28,055
008	948	22,745	23,693	24,641	25,589	26,537	27,485	28,433	29,381
009	974	23,409	24,383	25,357	26,331	27,305	28,279	29,253	30,227
010	991	23,815	24,806	25,797	26,788	27,779	28,770	29,761	30,752
011	1039	24,932	25,971	27,010	28,049	29,088	30,127	31,166	32,205