

THIS DOES NOT
CIRCULATE

AGREEMENT

between

THE COUNTY OF MERCER

and

LOCAL 2320 OF

THE AMERICAN FEDERATION

OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

Palmer

LIBRARY
Institute of Management and
Labor

JUN 11 1979
RUTGERS UNIVERSITY

EFFECTIVE: January 1, 1979

EXPIRES: December 31, 1980

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PREAMBLE

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 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 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;

This Agreement dated May 22, 1999, between the COUNTY OF MERCER, a body politic of the State of New Jersey, hereinafter referred to as "County" and Local No. 2320, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, HEREINAFTER REFERRED TO AS THE "UNION", and,

Whereas, the County and the Union entered into an Agreement on May 22, 1999, which agreement was approved by the Board of Chosen Freeholders 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 attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

2.

UNION SECURITY

2.1 Upon receipt of a lawfully executed written authorization from an employee, the County agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the 10th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union 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 "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 County and the Union. Such termination of dues deductions shall take place as of the July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the County and the Union.

2.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to AFSCME. Existing written authorization for dues deduction to an employee organization other than AFSCME must be terminated within sixty (60) days of the date of the execution of this Agreement.

2.3 It is understood and agreed between the parties that in the event that legislation is enacted, authorizing the Agency Shop concept for Public Employees in the State of New Jersey, the County will, upon thirty (30) days notice, meet with the Union for the purpose of negotiating such legislation.

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

3.

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 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 County.

4.

WORK SCHEDULES

4.1 The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for employees in continuous operations. A continuous operation is defined as an operation where the nature of the work provides for more than an eight (8) hour period per day and/or more than five (5) days per week. Any exceptions to the work schedules as outlined above may be made by the County and the Union by mutual agreement.

4.2 Where the nature of the work involved requires continuous operations, employees will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

4.3 The starting times of work shifts shall be determined by the County on January 1st of each year.

5.

OVERTIME

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

- (a) Weekly - All work performed in excess of forty (40) hours.
- (b) All work performed on the sixth work day as such of any work week, excepting those operations exempted by mutual agreement between the County and the Union.
- (c) All work performed on a holiday plus the regular day's pay, except as modified by 5.2(c) below.
- (d) For employees in continuous operations all work performed on the sixth work day of the work week schedule referred to in Article 4.1 on "Work Schedules".

5.2 Double time the employee's regular rate of pay shall be paid for work performed under the following conditions:

- (a) All work performed on the seventh day as such of any work week, excepting those operations exempted by mutual agreement between the County and the Union.
- (b) All consecutive hours of work performed in excess of sixteen (16) consecutive hours.
- (c) All nonscheduled work performed on a holiday after an initial eight (8) hours shift when an employee is called in to work because of a natural emergency (i.e., snow, ice and wind storms, flooding conditions).

(d) For employees in continuous operations all work performed on the seventh work day of the work week scheduled referred to in Article 4.1 on "Work Schedules".

5.3 Authorized sick days, vacation days, personal days or any other authorized leave of absence are considered work days for the purpose of computation of overtime payments in 5.1 and 5.2 above.

5.4 Specific operations shall be exempted from the overtime provisions outlined in 5.1 and 5.2 above by mutual agreement between the County and the Union.

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

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

5.7 No employee covered by the provisions of this Agreement shall be allowed to receive compensatory time off in lieu of monie earned on overtime.

6.

PAY SCALES OR RATES OF PAY

6.1 The 1979 pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached, and the 1980 pay scales for all employees covered by this Agreement shall be as set forth in Appendix B attached.

6.2 During the terms of this Agreement the pay scales will not be changed unless by mutual consent of the County and the Union.

6.3 All employees covered by this Agreement, hired prior to January 1, 1978, shall have their salaries increased during calendar years 1979 and 1980 based upon the following schedule:

- (a) Effective January 1, 1979, the new minimum as set forth in Appendix A (if applicable).
- (b) Effective January 1, 1979, six (6) percent on their base annual salary as of January 1, 1979.
- (c) Effective July 1, 1979, five (5) percent on their base annual salary as of June 30, 1979, not to exceed the maximum of the range as set forth in Appendix A.
- (d) Effective January 1, 1980, six (6) percent on their base annual salary as of December 31, 1979.
- (e) Effective July 1, 1980, five (5) percent on their base annual salary as of June 30, 1980, not to exceed the maximum of the range as set forth in Appendix B.

6.4 All employees covered by this Agreement, hired during the period January 1, 1978 through June 30, 1978, shall have their salaries increased during calendar years 1979 and 1980 based upon the following schedule:

- (a) Effective January 1, 1979, the new minimum as set forth in Appendix A.
- (b) Effective July 1, 1979, five (5) percent on their base annual salary as of June 30, 1979.
- (c) Effective January 1, 1980, the new minimum as set forth in Appendix B (if applicable).
- (d) Effective January 1, 1980, six (6) percent on their base annual salary as of January 1, 1980.
- (e) Effective July 1, 1980, five (5) percent on their base annual salary as of June 30, 1980, not to exceed the maximum of the range as set forth in Appendix B.

6.5 All employees covered by this Agreement, hired during the period July 1, 1978 through December 31, 1978, shall have their salaries increased during calendar years 1979 and 1980 based upon the following schedule:

- (a) Effective January 1, 1979, the new minimum as set forth in Appendix A.
- (b) Effective January 1, 1980, the new minimum as set forth in Appendix B.
- (c) Effective January 1, 1980, six (6) percent on their base annual salary as of January 1, 1980.
- (d) Effective July 1, 1980, five (5) percent on their base annual salary as of June 30, 1980, not to exceed the maximum of the range as set forth in Appendix B.

6.6 All employees covered by this Agreement, hired during the period January 1, 1979 through June 30, 1979, shall receive the minimum of

their job classification as set forth in Appendix A, effective their date of hire, and shall have their salaries adjusted during calendar year 1980 based upon the following schedule:

- (a) Effective January 1, 1980, the new minimum as set forth in Appendix B.
- (b) Effective July 1, 1980, five (5) percent on their base annual salary as of June 30, 1980, not to exceed the maximum of the range as set forth in Appendix B.

6.7 All employees covered by this Agreement, hired during the period July 1, 1979 through December 31, 1979, shall receive the minimum of their job classification as set forth in Appendix A, effective their date of hire, and shall have their salaries adjusted during calendar year 1980 based upon the following schedule:

- (a) Effective January 1, 1980, the new minimum as set forth in Appendix B.

6.8 All employees covered by this Agreement, hired during the period January 1, 1980 through December 31, 1980, shall receive the minimum of their job classification as set forth in Appendix B, effective their date of hire.

6.9 An employee who performs work in a higher pay classification other than his own for at least four (4) hours in any work day shall receive the higher rate of pay for such work for the time it is performed and his salary shall be adjusted to the minimum of the new range or to an amount equal to five (5) percent above his present salary, whichever is higher, and in no instance would an employee receive less than his present salary.

6.10 Those employees in this unit who receive a promotion to a

higher classification shall go to the minimum of the new range or receive a salary increase of five (5) percent, whichever is higher. The anniversary date for such employees shall not change.

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 employees 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.

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 time and one-half rate.

8.

INSURANCE AND RETIREMENT BENEFITS

8.1 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.

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

8.3 The County 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 \$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.

8.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution No. 76-405, adopted September 14, 1976.

8.6 Effective January 1, 1980, the County 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 County.

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 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 of death or day after date of death. 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 a period not to exceed one (1) day. The employee will be paid his/her regular hourly rate of pay for any such days of excused absence which occur during his/her normal work week, but in no event more than eight (8) hours pay.

9.2 OCCUPATIONAL INJURY LEAVE - Any employee who is disabled because of occupational injury or illness shall be charged with loss of time up to and including the fifth (5th) consecutive working day from the day after the date of injury or illness.

Any full time permanent employee who is disabled for a period of more than five (5) consecutive working days as a result of occupational injury or illness shall be granted a leave of absence with full pay for the entire period of disability; such leave to be limited to a maximum period of one (1) year from date of injury or illness. 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.

Any part time, temporary, provisional or CETA employee who is disabled as a result of occupational injury or illness shall not be entitled to a leave of absence with full pay as outlined above but shall be covered by the provisions of the Workers' Compensation Law from date of injury or illness.

9.3 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 8.5.
- (f) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work 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.
- (g)
 - (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 require an employee who has been absent because of personal illness, as a condition of his/her 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 military leave.

9.4 PERSONAL LEAVE DAYS - All permanent 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 which may be taken in one-half day units. Said leave shall not be taken unless 48 hours notice there of 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 of 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 leave.

9.5 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 not be required to return or reimburse the County for any jury fees or compensation received by them for serving on jury duty.

10.

ABSENCE WITHOUT LEAVE

10.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

10.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and may be cause for disciplinary action.

11.

MATERNITY LEAVE OF ABSENCE

11.1 A permanent employee may be granted a maternity leave of absence for any period providing the employee has accrued time and presents a written doctor's certificate. Maternity leave may be renewed every three (3) months upon medical certification by the employee's doctor and presentation to the County Medical Examiner. Such leave may be renewed without pay. The maximum amount of maternity leave may not exceed one (1) year.

12.

NON-PAID LEAVES OF ABSENCE

12.1 A permanent employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed four (4) months.

12.2 The County will grant leaves of absence to two employees, not more than one from any Division, to accept full-time Union employment. Sixty (60) days notice in writing shall be given to the County by any employee requesting such leave.

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

12.4 Employees returning from authorized leaves of absence as set forth above will be restored to their original classifications and salary which they were earning at the time leave was granted. Said employees will suffer no loss of seniority or other employee rights, privileges or benefits provided, however, that sick leave, vacation leave and longevity credits shall not accrue excepting for those on military leave.

13.

SENIORITY

13.1 Seniority is defined as an employee's total 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 shall be given preference in promotions, demotions, layoffs, recall, vacation, scheduling and work shifts as defined in 13.3 below.

Where ability to perform work and physical fitness are considerations in application of the above paragraph, determinations shall be made by the County.

13.3 Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one year to exercise his preference of shift over a less senior employee.

13.4 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 Union upon request.

13.5 The County 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 | Columbus Day |
| Martin Luther King's Birthday | General Election Day |
| Washington's Birthday | Veterans' Day |
| Lincoln's Birthday | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Day before Christmas Day - 1979 |
| Independence Day | Christmas Day |
| Labor Day | Day after Christmas Day - 1980 |

14.2 Holidays enumerated in (1) above which 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 be celebrated, at the employee's option unless the County determines that it cannot be taken because of pressure of work.

14.3 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 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

A GRIEVANCE IS DEFINED AS:

(1) A claimed breach, misinterpretation or improper application of the terms of this Agreement (hereafter referred to as contractual); or

(2) A claimed violation, misinterpretation or misapplication of rules or regulations, existing policy or orders, applicable to the division or department which employees the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee and his/her immediate supervisor and, if unresolved after discussion shall be resolved in the following manner:

Step 1: The union steward or employee, or both, shall take up the grievance or dispute with the employee's Division Head within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Division Head shall meet with the grievant to discuss the grievance. The Division Head shall render a decision in writing within five (5) days after the meeting.

Step 2: 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. No later than five (5) days after receipt of grievance, the Department Director shall meet with the grievant to discuss the grievance. The Department Director shall give an answer in writing no later than five (5) days after the meeting.

Step 3: 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 the grievance, The County Administrator shall meet with the grievant to discuss the grievance. The County Administrator shall give an answer in writing no later than five (5) days after this meeting.

Step 4: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the County Administrator is due, by written notice to the County Administrator shall request the Public Employment Relations Committee 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.

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.

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 employer 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.

Representatives of the Union, who are not employees previously accredited to the employer in writing by the Union, shall be permitted to come on the premises of the employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the employee's Department Director or his designated representative, permission for which shall not be unreasonably withheld.

16.

DISCIPLINE - DISCHARGE

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

16.2 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 *Step 4* (binding arbitration) of the grievance procedure. It is expressly understood that an employee shall only be entitled to one avenue of appeal and furthermore, that any employee exercising his/her right of appeal to the Civil Service Commission waives his/her right to arbitration and conversely, that any employee exercising his/her right of appeal to arbitration waives his/her right to appeal to Civil Service.

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 insure 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, political affiliation, Union membership or Union activities.

18.2 The County 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 County may after negotiation with the Union establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced. Such work rules shall be subject to the grievance procedure.

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 working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
- (b) After one 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 (11th) year to completion of fifteenth (15th) year, twenty (20) working days.
- (e) After completion of fifteenth (15th) year, twenty five (25) working days.

20.3 Annual vacation leave with pay for all full-time temporary, full-time provisional and CETA employees shall be earned at the rate of one 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 pay day immediately preceding the employee's vacation period.

20.5 An employee who is called back to work while on authorized vacation, shall be paid one day's pay in addition to regular day's pay and shall not lose vacation day or days.

20.6 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. A maximum of ten (10) vacation days, at the option of the employee, may be carried over from calendar year 1979 into calendar year 1980 and each succeeding year thereafter.

20.7 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.

20.8 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.

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. in the afternoon 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. the following morning shall receive in addition to their regular pay 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 \$200, 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 \$300.00.

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 adoption of this contract.

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

WORK UNIFORMS

23.1. Work uniforms will be supplied by the County to all full-time employees covered by this Agreement as set forth below:

A. Initial Issue

Five (5) white shirts (long or short sleeve)

Five (5) trousers

Two (2) three quarter length lightweight jackets

One (1) three quarter length jacket with hood

B. Annual Replacement Issue

Two (2) shirts (long or short sleeve)

Two (2) trousers

C. Safety shoes and jackets will be replaced as need upon authorization by the Department Director.

23.2 In all cases where uniforms and an allowance are provided, said uniforms shall be worn. Failure to wear said uniforms when issued shall be cause for disciplinary action.

24.

CLOTHING MAINTENANCE ALLOWANCE

24.1 The County agrees to pay each full-time employee covered by this Agreement a \$100.00 annual clothing maintenance allowance for calendar years' 1979 and 1980 to be used by the employee for the maintenance of his or her uniform.

24.2 The allowance referred in paragraph 24.1 above shall be earned on a monthly basis, provided the employee works a minimum of one (1) day in any calendar month and shall be paid annually during the first week in December.

24.3 New employees, retired employees, deceased employees or employee's on an authorized leave of absence excepting educational leaves of absence or those leaves of absence provided for in "Article 12.1", shall be paid a prorated share of the annual clothing maintenance allowance for each calendar month in which the employee works at least one (1) day, payable during the first week in December.

24.4 Employees who voluntarily terminate their employment with the County of Mercer, excepting as provided in Article 24.3 above, or whose employment is terminated for cause shall not be entitled to payment of the annual clothing maintenance allowance or any prorated portion thereof.

24.5 The annual clothing maintenance allowance shall only be applicable to those employee's who are uniformed.

25.

CLASSIFICATIONS AND JOB DESCRIPTIONS

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

25.2 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. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with *Step 2* of this Agreement.

26.

STRIKES AND LOCKOUTS

26.1 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 employees take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the employer's work. The employer shall follow the grievance procedure for which provision is made herein and the employer shall not cause any lockout.

27.

GENERAL PROVISIONS

27.1 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 whose employment was terminated by death or retirement prior to the date of the execution of this Agreement.

28.

SEPARABILITY AND SAVINGS

28.1 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 immediately and renegotiate any provision so affected.

29.

HOLD HARMLESS

29.1 It is the intention and interpretation of the parties that the terms of this contract meet the requirements of the "Wage and Price Standards" issued by the Council on Wage and Price Stability, dated December 13, 1978. In the event that subsequent changes and/or interpretations are made, or if the interpretations of the parties hereto are incorrect or not acceptable to the Council on Wage and Price Stability, then in that case the parties agree to abide by the terms of this Agreement without recourse to each other.

30.

TERMINATION

30.1 Subject to the terms of this Agreement and the grievance procedure; the County has the right and responsibility to direct the affairs of the County including the right to plan, control and direct the operation of the equipment and work forces, to relieve employees due to lack of work; and to contract for and subcontract out services except that the employer agrees there will be no subcontracting of work which can be done by the regular work forces.

30.2 This Agreement shall be effective as of the 1st day of January, 1979 and shall remain in full force and effect until the 31st day of December, 1980. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be by certified mail by August 18th of any succeeding year.

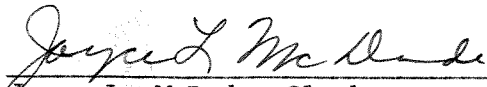
In the event that such notice is given, negotiations shall begin not later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the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

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 23rd day of May, in the year Our Lord, One Thousand Nine Hundred and Seventy Nine.

ATTEST:

COUNTY OF MERCER

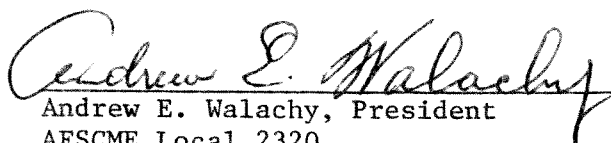


Joyce L. McDade, Clerk
Board of Chosen Freeholders

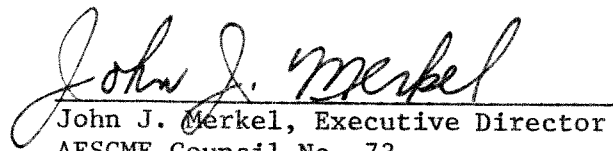


Arthur R. Sypek, Sr.
County Executive

AFSCME LOCAL 2320



Andrew E. Walachy, President
AFSCME Local 2320



John J. Merkel, Executive Director
AFSCME Council No. 73

APPENDIX A

1979 ANNUAL SALARY RANGES

Foremen (Mosquito Control, Highway, Bridges
and Culverts, Shade Tree, Traffic and Park Commission)

\$10,896 -- \$17,632

General Road Foreman

\$11,371 - \$18,440

APPENDIX B

1980 ANNUAL SALARY RANGES

Foremen (Mosquito Control, Highway, Bridges
and Culverts, Shade Tree, Traffic and Park Commission)

\$11,296 - \$18,690

General Road Foreman

\$11,771 - \$19,546