

#47

AGREEMENT

BETWEEN

THE COUNTY OF MERCER

AND

LOCAL 2287 OF

THE AMERICAN FEDERATION OF

STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

Effective: January 1, 1999

Expiration: December 31, 2000

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The following represents the agreement between the County of Mercer and Local 2287 of the American Federation of State, County and Municipal Employees AFL-CIO for the period January 1, 1999 to December 31, 2000.

Wayne Schultz
Union President, Local 2287
AFSCME
Chief Negotiator

Lewis Goldstein
Chief, Division of Employee Relations
County of Mercer
Chief Negotiator

PREAMBLE

This Agreement, dated _____ between the County of Mercer, hereinafter referred to as the "Employer", and Local Number 2287 of the American Federation of State, County, and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union".

WHEREAS, the County has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the County and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled;

WHEREAS, the Employer and the Union entered into an Agreement on _____ which Agreement was approved by the Board of Chosen Freeholders.

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

1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classification 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. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with "Title 52 of the Revised Statutes," as amended by Chapter 345, P.L. 1981. 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 AFSCME Local 2287. Existing written authorization for dues deduction to an employee organization other than AFSCME Local 2287 must be terminated within sixty (60) days of the date of execution of this Agreement.

3.3 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer. This clause is not applicable to Court employees.

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

The Union 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 to the 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. 34:13A5.4, et. al.

4. WORK SCHEDULES/WORK SHIFTS

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. For purposes of definition, the following agencies are considered as continuous operations: Correction Center, Youth Detention Center, Geriatric Center and Park Commission (see Addendum I). Any exception to the work schedules as outlined above may be made by the Employer 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 through the year.

- a. All full-time, permanent staff at the Mercer County Geriatric Center covered by this agreement (under blue collar) shall be scheduled to work twenty-six (26) alternating weekends per year excluding vacation requests. If an employee calls out ill on his or her assigned weekend, he or she will be rescheduled at the discretion of management. Schedule notification will be given within five (5) calendar days. In cases of documented lengthy illnesses assigned weekends shall not be rescheduled.
- b. All full-time Hospital Attendants who work twenty-six (26) of their scheduled twenty-six (26) weekends will receive a \$100.00 bonus payable in January of the following year. Hospital Attendants must make up within a three-week period any weekend which they do not work. Failure to do so will result in that employee's placement at the bottom of the overtime list for one month.

4.3 The normal work shifts for all employees covered by this Agreement shall be as follows:

- a. White Collar - seven (7) hours per day with one (1) hour unpaid lunch.
- b. Blue Collar - seven and one-half (7 1/2) hours per day with one-half (1/2) hour unpaid lunch period.
- c. Blue Collar (Institutional) - eight (8) hours per day with one-half hour paid lunch period.

4.4 The starting times of work shifts shall be determined by the Employer on January 1, of each year with prior consultation with the union.

4.5 Employees are entitled to a fifteen (15) minute break during each half (1/2) shift. Employees who are required to work beyond regular quitting times shall receive a fifteen (15) minute break time when the period of work beyond the regular shift exceeds two (2) hours. Break time shall not be accumulated and shall not interfere with operational needs.

5. OVERTIME
(Blue Collar)

5.1 Time and one-half the employee's regular rate of pay shall be paid for all 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 the following weekly work schedule:
 - 1. Blue Collar - 37 1/2 hours.
 - 2. Blue Collar (Institutional) - 40 hours.
- b. All work performed on the sixth workday as such of any work week, excepting those operations exempted by mutual agreement between the Employer and the Union.
- c. All work performed on a holiday plus the regular day's pay, except as modified by Paragraph 5.2 below.
- d. Any employee working an unscheduled work day will receive time and one half the regular rate of pay.

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 Sunday, excepting continuous operations.
- b. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.
- c. All non-scheduled work performed on a holiday outside of an employee's normally scheduled work shift when an employee is called in to work because of a natural emergency (i.e., snow, ice and wind storms, flooding conditions).
- d. Any employee working both the first and second or third and fourth unscheduled work days within a pay period will receive time and one half the employee's regular rate for the first and/or third days and double time for the second and/or fourth days.

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

5.4 Part-time employees are exempted from the overtime provisions and 5.1 and 5.2 above. They shall be compensated for all hours worked in accordance with the following schedule:

- a. Blue Collar - Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 37 1/2 hours worked weekly. Overtime compensation at the rate of time and one-half an employee's straight-time hourly rate of pay shall be paid for all worked performed in excess of 37 1/2 hours weekly.
- b. Blue Collar (Institutional) - Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 40 hours worked weekly. Overtime compensation at the rate of one and one-half an employee's straight-time hourly rate of pay shall be paid for all worked performed in excess of 40 hours weekly.

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

5.6 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.

5.7 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 starting time and works through the regular breakfast hour.

5.8 No employee covered by the provisions of this Agreement shall be authorized to receive compensatory time off in lieu of wages earned on overtime.

(White Collar)

5.9 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 5.10 below.
- b. All work performed on a Saturday.
- c. All work performed on a holiday, plus the regular day's pay.

5.10 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.

5.11 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.

5.12 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 5.9 and 5.10 above.

5.13 Part-time employees are exempted from the overtime provisions of 5.9 and 5.10 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 meal periods.

5.14 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 \$5, \$7, and \$10 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.

5.15 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 Paragraphs 5.9, 5.10 and 5.11 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.

5.16 Overtime opportunities will be distributed as equally as possible according to seniority among those employees within a division who regularly perform such work. A list of such employees will be maintained by management on a rotating basis and such employees shall be given the first right of refusal to work such overtime. Such list shall be posted in a work area visible to all unit employees. It is understood that nothing in this 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 1999 and 2000 shall be set forth in the Compensation Schedules attached as Appendixes B through 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 1999 and 2000 shall be as follows:

- a. Effective January 1, 1999 all employees not at their maximum step shall receive a two and one-half (2.5%) percent salary increase.
- b. Effective January 1, 1999 all employees at their maximum step shall receive a three (3%) percent salary increase.
- c. Effective July 1, 1999 all employees in grade January 1, 1999 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedule attached.
- d. Effective April 1, 2000 all employees not at their maximum step will receive a three (3%) percent salary increase.
- e. Effective April 1, 2000 all employees at their maximum step will receive a four (4%) percent salary increase.
- f. Effective July 1, 2000 all employees in grade January 1, 2000 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedules attached. (See Addendum II)
- g. Employees in the title of Motor Vehicle Operator within the TRADE agency will be upgraded from range B02 to range B03 effective January 1, 1999.
- h. Employees in the title of Traffic Maintenance Worker will be upgraded from range B06 to range B07 effective January 1, 1999.

- i. Employees in the following titles who have 10 years of service as of July 1, 2000 shall be upgraded from range B09 to range B10: Heavy Equipment Operator I, Bridge Repairer I, Senior Mason I, Senior Painter I, and Senior Tree Climber I. Employees who do not meet the 10 years of service shall not be upgraded and their titles shall reflect a generic variant II at the end: Heavy Equipment Operator II, Bridge Repairer II, Senior Mason II, Senior Painter II, and Senior Tree Climber II.
- k. Employees in the title of Senior Park Maintenance Worker who have 10 years of service as of July 1, 2000 will be upgraded from range B06 to B07 on July 1, 2000 and shall be classified as Senior Park Maintenance Worker I. Employees not meeting this requirement shall not be upgraded in range and shall be classified as Senior Park Maintenance Worker II.
- l. Employees in the title of Senior Hospital Attendant will be upgraded from range B02 to range B03 effective July 1, 1999. Employees in the title of Hospital Attendant who have 15 years of service in this title as of July 1, 2000 will be upgraded from range B02 to range B03 and classified as Senior Hospital Attendant effective July 1, 2000.
- m. Effective June 1, 1999, White Collar employees in ranges W04 and W05 who completed fifteen (15) years of service with the County shall receive a lump sum \$200.00 stipend as part of a support staff stipend. This stipend shall not be included in the base pay. This stipend will be \$250.00 on June 1, 2000 for all eligible employees as of this date.

6.4 A Blue Collar 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 period of time it is performed and his salary shall be 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, and in no instance would an employee receive less than his present salary.

6.5 A White Collar 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 Department Director, Chief, Division of Employee Relations and the County Administrator.

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

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 the 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.

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 County 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 County except that in the election of a Health Maintenance Organization Programs, 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 County 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 County may choose.

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

8.4 The County agrees to provide a co-payment Prescription Drug Program (\$8.00 brand name and \$2.00 generic drugs in 1999 and \$10.00 brand name and \$2.00 generic drugs in 2000) to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purposes of this Program, eligible newly hired employees shall be defined as full-time permanent employees only. Mail order shall be at no cost to the employee.

8.5 The County shall provide for the payment of accumulated unused sick leave at the time of retirement of an eligible employee at the rate of fifty percent (50%) of his/her accumulated unused sick time to a maximum of eighteen thousand dollars (\$18,000).

8.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. (Further, for the purposes of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only.) The County will pay up to conventional dental program rates for 100% capitation plan (Eastern Dental or similar).

8.7 Any change in carriers shall be discussed and reviewed with the Union prior to implementation.

8.8 The County agrees to make available the State Disability Plan. All eligible employees are required to follow the procedures as outlined under this plan.

8.9 a. Each active employee except those with single coverage shall have deducted from his or her salary \$20.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have \$15.00 per pay period deducted for such medical, dental and prescription drug insurance coverage. There shall be no increase in this health co-payment for 1999 or 2000.

8.10 The County agrees to establish a vision care program which is not a reimbursement program. The vision care program will allow eligible County employees to receive discounts from designated County wide providers to reduce costs in the purchase of lenses, frames and eye examinations.

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, grandparents, grandchild or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) working days in a (7) seven-day period for bereavement purposes beginning with the day of death or the day after the date of death. The employee will be paid his regular hourly rate of pay for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours pay (Blue Collar - Institutional), seven and one-half (7 1/2) hours pay (Blue Collar) or seven (7) hours pay (White Collar) for any one (1) day.

9.2 UNION BUSINESS - 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 sixty (60) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the County Administrator. The Union President and/or his/her 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 Division Director; 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 County's adaptation 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. This adaptation shall be 70% of the employee's wage, with no maximum salary cap.

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 the injury or illness. Said employees shall also receive sick and vacation credits during the period of their disability. Personal leave credits shall not accrue during this period of disability.

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 hourly units.

- b. The minimum sick leave with pay shall accrue to any fulltime 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. If an employee does not utilize any of his/her allotted 15 days of sick leave time for the entire calendar year, that employee shall be entitled to a \$300.00 bonus payment payable by February 1 of the following year. An employee utilizing five days or less of their allocated 15 days in the year shall receive a \$200.00 bonus payable by February 1 of the following year. This bonus does not apply to part-time employees and an individual must have worked the entire year to be eligible. This sick leave reduction incentive applies to the second year of this contract only and shall be payable in 2001.
- e. 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.
- f. 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".
- g. 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 for 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.
- h.
 - (1) The Employer 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) Where proof of illness is required, a review shall be conducted after three months of the imposition. If adequate improvement is demonstrated the imposition is discontinued.
 - (3) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

- (4) The Employer 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 Physician or by a physician designated by the County Physician. 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.
- i. Part-time permanent employees will earn sick time on the basis of one day earned for every 20 full days worked.
 - j. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.
 - k. Sick leave credits shall continue to accrue while an employee is on leave with pay and authorized leave of absence due to work related injury or illness. Credits shall not accrue while an employee is on any leave without pay except active military leave.

9.5 SICK LEAVE BUY BACK - Full time 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.

9.6 Personal Leave - All 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 in hourly 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 the 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 and shall not accrue during the period of time that an employee is on authorized leave of absence for a work related injury or illness. Part-time employees shall not receive personal leave.

9.7 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, said employee shall report for work at his normal starting time. Should an employee serving on jury duty be released from jury duty prior to 12:00 noon on any specific day, he shall be required to report to work for the remainder of his shift.

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.

For the purposes of this Article, any employee who is called upon to serve jury duty shall have his work schedule adjusted, if necessary, to place him on the normal (daytime) shift for the period of

time he is required to serve 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 was granted, shall be unauthorized absence and may be cause for disciplinary action.

11. NON-PAID LEAVES OF ABSENCE

11.1 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.

11.2 The Employer will grant leaves of absence to two (2) 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 Employer by any employee requesting such leave.

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

11.4 Employees returning from authorized leaves of absence as set forth in the paragraph(s) above will be restored to their original classifications and salaries 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.

12. CHILD CARE/MATERNITY

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 purposes. 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 one year. Said leave shall commence effective upon the date of birth of the employee's child and under no circumstances shall it be extended beyond this one year period.

12.3 The County and the Union agree that the provisions of the Family Leave Act, NJSA 34:11B-1, shall be abided by during the term of this contract.

13.

MILITARY DUTY

13.1 All employees covered by the terms of this Agreement who are ordered or required to perform active military duty shall be granted the necessary time off from work or granted a leave of absence during the period of such military duty in accordance with applicable Federal and State statutory authority. This statutory authority shall be dispositive as to whether or not said time off on leave of absence shall be paid or unpaid.

14.

SENIORITY

14.1 Seniority is defined as an employee's total continuous length of service with the County beginning with his initial date of hire. In the case of employees of the Mercer County Geriatric Center, date of hire shall be defined as date of hire with that institution. Any authorized leave of absence is considered to be continuous service.

14.2 Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation scheduling, and work shifts as defined in Paragraph 14.3 below.

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

14.3 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 (1) year to exercise his preference of shift over a less senior employee.

14.4 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.

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

14.6 Senior employees who may meet the minimum qualifications for temporary or provisional appointments to fill a lateral or higher title shall be given preference over less senior employees or outside applicants. The only exception would be if the County shows a valid reason before appointing a less senior employee. This is subject to the grievance procedure. For purposes of temporary or provisional appointments to higher titles, seniority will be determined by the time served in a title.

15.

HOLIDAYS

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

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

15.2 For all employees not working a continuous operations schedule, holidays enumerated in the paragraph 15.1 above which fall on a Saturday shall be observed on the preceding Friday; holidays which fall on a Sunday shall be observed on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

15.3 For all employees working a continuous operations schedule, holidays enumerated in the paragraph 15.1 above which fall on a Saturday or Sunday shall be observed on the Saturday or Sunday. This Saturday or Sunday observance shall be utilized as the date for overtime and holiday pay calculations. Holidays which fall within an employee's vacation period shall not be charged as vacation days.

15.4 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.

15.5 Part-time permanent employees with a set schedule are entitled to paid holidays where the holiday occurs on a scheduled workday. Those without such a schedule are not entitled to paid holidays. Part-time permanent employees in a continuous operation with a set schedule who work on a holiday shall be compensated at the rate of time and one-half (1 1/2) for the hours actually worked.

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

16 PERFORMANCE ASSESSMENT REVIEW

16.1 The County will maintain a performance assessment review system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor(s) mutually formulate performance and improvement goals and work standards appropriate to the job performed, which shall be a basis for measuring the employee's performance during an annual rating period.

16.2 At least every six (6) months, the employee and the supervisor(s) shall meet in connection with performance evaluation and improvement goals and work standards in order to set up criteria which shall be the basis for the annual evaluation. It shall be the responsibility of the supervisor to set up this conference at a mutually convenient time.

16.3 The employee shall evaluate his/her performance and the Supervisor shall evaluate the employee's performance, independent of each other, every twelve (12) months. The employee and supervisor shall exchange and discuss their evaluations at the annual conference which shall be scheduled by the supervisor at a mutually convenient time. The evaluations shall be based on the criteria relating to the improvement goals and work standards discussed between the employee and the supervisor at the six-month conference held earlier and referenced in paragraph 16.2 above.

16.4 The performance assessment review will not be tied to any monetary clauses.

16.5 A copy of all annual evaluations shall be transmitted to the County's Office of Personnel.

17. GRIEVANCE PROCEDURE

17.1 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 of employment.

A claimed grievance shall be discussed between the employee, the supervisor, the union representative and division head 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 employee's department 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 department head shall meet with the grievant to discuss grievance. The department head shall render a decision in writing within five (5) days after the meeting.

Step Two: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the Chief, Division of Employee Relations within five (5) days from receipt of the response from the department head. No later than five (5) days after receipt of grievance, the Chief, Division of Employee Relations shall meet with the grievant to discuss the grievance. The Chief, Division of Employee Relations shall give an answer in writing no later than five (5) days after the meeting.

Step Three: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the County Administrator within in ten (10) days from receipt of the response from the Chief, Division of Employee Relations. No later than ten (10) 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 ten (10) days after the meeting. Written reprimands are grievable only to step 3 of the grievance process.

Step Four: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the County Administrator, by written notice to the County Administrator, request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

17.2 Expenses for the arbitrator's services and the proceeding 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 proceeding, it may cause such a record to be made, providing it pays for the record.

17.3 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.

17.4 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 employee's department director or his designated representative, permission for which shall not be unreasonable withheld.

18. DISCIPLINE/DISCHARGE

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

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

- a. Incapacity due to mental or physical disability.
- b. Intoxication or suspicion of substance abuse while on duty.
- c. Disorderly or immoral conduct.
- d. Where violence and/or the health and safety of other employees or Employer may be involved.
- e. Serious neglect of duty.

18.3 In any disciplinary action against an employee, said employee shall be entitled to written notice of the charges and specifications and a hearing. Further, the charged employee shall have the right to Union representation at the disciplinary hearing.

18.4 Minor disciplinary hearings shall be scheduled within 90 days of the notification of disciplinary charges from the supervisor to employee unless a delay is mutually agreed to by the parties.

18.5 The parties agree that the hearing provided for in this Article shall be conducted in accordance with the following guidelines:

- a. All hearings shall be conducted in an informal manner, without reference to formal rules of evidence, but subject to the following principles:
 1. The hearing officer shall admit all testimony having reasonable probative value, but may exclude immaterial, irrelevant, or unduly cumulative testimony.
 2. Direct and cross-examination witnesses shall be allowed. Either party may request that witnesses be sequestered. The hearing officer may determine that witnesses be sequestered without a request from either party.
 3. The petitioning employee shall not be required to testify, but if she/her does testify voluntarily, she/he may be cross-examined upon any matter relating to the hearing.

4. Whenever written eyewitness accounts of incidents are used as evidence in cases involving removal or suspension, the person who prepared and/or signed such document shall be available for cross-examination unless such appearance presents undue hardship. Hearing shall be scheduled in keeping with this provision.
 5. The decision shall include:
 - (a) A short statement of the nature of the proceedings;
 - (b) Discussion of testimony or evidence;
 - (c) Specific finding of fact;
 - (d) Conclusion and decision based on findings of fact and applicable laws and rules.
- b. The Provisions of this Section (18.4) are not grievable, however, instances of non-adherence to the above guidelines when reported by the Union to the County Administrator shall be investigated and corrected.

18.6 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall 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; suspensions 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 Merit System Board 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 18.4(a) above, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step IV of the Grievance Procedure.

18.7 The County agrees to provide a copy of any incident report or written reprimand that is to be included in an employee's personnel record to the affected employee. Further, said employee shall have the right to respond in writing to the incident report or written reprimand, a copy of said written response to be placed in the employee's personnel record file.

18.8 The County and the Union agree that letters of reprimand for disciplinary purposes will be deleted from the employee's file after one year from the date of the letter of reprimand.

19.

SAFETY AND HEALTH

19.1 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.

19.2 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.

20.

EQUAL TREATMENT

20.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, marital status, religion, political affiliation, Union membership, Union activities and/or any disability as defined under the Federal 1990 Americans with Disability Act (ADA) legislation.

20.2 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.

21.

WORK RULES

21.1 The Employer 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.

21.2 Such work rules shall be subject to the grievance procedure.

22.

ANNUAL VACATION LEAVE

22.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous services. 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. Vacation requests shall not be unreasonably denied. Vacation leave may be taken in hourly units.

22.2 Annual Vacation leave with pay for all full-time permanent employees shall be distributed 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. Completion of fifteenth year, twenty-five (25) working days.

22.3 After the first full year of service, vacation days shall be distributed on January 1. If an employee terminates after taking vacation in advance of it being earned, the County has the right by law to hold back pay equal to the amount due.

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

22.5 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.

22.6 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.

22.7 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, not to exceed a total of twenty-five (25) vacation days.

22.8 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.

22.9 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/her 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 at the time of death.

22.10 Part-time permanent employees will earn vacation on the basis of one day for every 20 full days worked. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to vacation leave.

22.11 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.

23. SHIFT PAY

23.1 Effective January 1, 1999 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 fifty (50) cents per hour. Said differential shall be paid for all hours worked on that shift.

23.2 Effective January 1, 1999 employees working on shifts of which the majority of working hours fall between 12:00 midnight and 8:00 a.m. shall receive in addition to their regular pay an additional fifty-five (55) cents per hour. Said differential shall be paid for all hours worked on that shift.

23.3 The shift differential will be paid every pay period, not once per month.

24. LONGEVITY

24.1 Every full-time employee 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 the total with the salary for pension purposes.

Employees having completed five (5) years of continuous full-time 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 continuous service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay additional monies as cited in 24.2.

24.2 The longevity payment schedule is as follows:

5 year	\$ 300
10 year	\$ 900
15 year	\$1350
20 year	\$1850
25 year	\$2300
30 year	\$2700
35 year	\$3100
40 year	\$3500
45 year	\$3900

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

25. WORK UNIFORMS
(Blue Collar)

25.1 Work uniforms will be supplied by the Employer to all full-time employees as set forth below:

a. Outside Departments - Highway, Motor Pool, Mosquito Control, Airport, and Park Commission will receive the following:

(1) Initial Issue:

Two (2) winter uniforms (2 trousers, 2 shirts)
Three (3) summer uniforms (3 trousers, 3 shirts)
Two (2) three-quarter length lightweight jackets
One (1) three-quarter length jacket with hood
One (1) pair of safety shoes
One (1) pair of slush boots

(2) Annual Replacement Issue

One (1) winter uniform (1 trouser, 1 shirt)
One (1) summer uniform (1 trouser, 1 shirt)

(3) Safety shoes, boots and jackets will be replaced as needed upon authorization by the division director.

- (4) Outside departments have the option to receive five (5) orange T-shirts in place of one each winter and summer shirt.

b. Inside Departments - Administration Building, Courthouse, Youth Detention Center, Correction Center, Library, TRADE, and personnel working at Mercer County Geriatric Center in the following job classifications: Carpenter, Gardener, Laborer, Maintenance Repairman, Painter, Plumber, Senior Building Maintenance Worker, Senior Building Service Worker, Senior Maintenance Repairman, Stationary Engineer, Boiler Operator, Print Shop, Security Guards, and Truck Driver will receive the following:

- (1) Initial Issue:
Two (2) winter uniforms (2 trousers, 2 shirts)
Two (2) summer uniforms (2 trousers, 2 shirts)
One (1) three-quarter length jacket with hood
One (1) three-quarter length lightweight jacket
One (1) pair of safety shoes

- (2) Annual Replacement Issue:
One (1) winter uniform (1 trouser, 1 shirt)
One (1) summer uniform (1 trouser, 1 shirt)

- (3) Safety shoes and jacket will be replaced as needed upon authorization by the division director.

c. Mercer County Geriatric Center - All full-time employees working in the following job classifications: Hospital Attendant, Senior Building Service Worker, Senior Laundry Worker, Senior Linen Room Attendant, and Ward Clerk will receive the following:

- (1) Initial Issue:
Three (3) uniforms
One (1) pair of shoes

- d. All TRADE drivers will receive a rain coat.
- e. Protective clothing for Central Maintenance working in sewerage plant. Gloves, boots and coveralls.
- f. Central Maintenance electricians high voltage gloves and boots for use at airport.

25.2 Laundry services will be provided by the Employer for Automotive Mechanics on coveralls provided by the Employer.

25.3 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.

26. CLOTHING MAINTENANCE ALLOWANCE
(Blue Collar)

26.1 The Employer agrees to pay each full-time employee covered by this Agreement an annual clothing maintenance allowance of \$200.00 by December 15, 1999 and \$250.00 by December 15, 2000 to be used by the employee for the maintenance of his uniform.

26.2 The allowance referred to in Paragraph 26.1 above shall be earned on a monthly basis provided the employee works a minimum of one (1) day in any calendar month.

26.3 New Employees, retired employees, deceased employees, or employees on an authorized leave of absence excepting educational leaves of absence or those leaves of absence provided for in Paragraph 11.1 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, paid annually by December 15.

26.4 Employees who voluntarily terminate their employment with the County of Mercer, excepting as provided in Paragraph 26.3 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.

26.5 The annual clothing maintenance allowance shall only be applicable to those employees who are uniformed.

26.6 All full-time employees of Mercer County Geriatric Center working in those job classifications enumerated in Paragraph 25.1c shall be paid an annual clothing allowance of \$300.00 by December 15, 1999 and \$330.00 by December 15, 2000 for the purchase of replacement uniforms and shoes. Said reimbursement shall commence effective with the employee's second calendar year of employment with the Hospital.

27. **CLASSIFICATIONS AND JOB DESCRIPTIONS**

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

27.2 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, 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 Two of this Agreement.

27.3 If the results of job duties questionnaires and job audit performed by the New Jersey Department of Personnel result in a change of title for Principal Clerk Typist in the Department of Highways and Plumber positions in the Division of Building and Grounds, the County will upgrade these titles and grant the appropriate five (5) percent increase and place on step in the new range.

28 **STRIKES AND LOCKOUTS**

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

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

29.

GENERAL PROVISIONS

29.1 The Employer agrees to make available one (1) locked, glass-enclosed bulletin board at each of the following locations:

Courthouse
Administration Building
Mercer County Geriatric Center
Mercer County Garage

The said bulletin board shall be used for posting of the following notes: Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs. Such notices shall first be approved by the Department Director.

29.2 The County agrees to provide a mileage reimbursement allowance of 25 cents per mile to all white collar employees covered by this Agreement who are required to use their own private vehicles in connection with the performance of their duties as employees of the County of Mercer.

29.3 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.

29.4 The County agrees to post a notice regarding any promotional job vacancy. Said notice shall be posted in the office where the vacancy exists. Any employee who is interested in this posted job vacancy shall be required to make his/her interest known, in writing, to their supervisor.

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 and/or court rules, 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.

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 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.

31.2 This Agreement shall be effective as of the first day of January, 1999, and shall remain in full force and effect until the 31st day of December, 2000. 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 18 of any succeeding year.

In the event that such notice is given, negotiations shall begin no later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

ADDENDUM I - PARK COMMISSION

SCHEDULE I

1. The work week shall consist of five consecutive days, Monday through Friday. Employees working overtime on weekends shall be paid time and a half for both Saturday and Sunday. All work on weekends shall be considered overtime.

(a) If the weekend work or any other overtime is other than normal Park commission duties, eg: County declared State of Emergency, etc., overtime will be paid in accordance with section 5 of the main contract.

2. All work performed outside of the Monday to Friday work schedule shall be overtime. Anything under 8 hours overtime on a given day (Monday to Friday) will be paid at a rate of time and one half. All work performed 8 hours or over shall be compensated by Compensatory Time at a rate of time and one half to be utilized at the discretion of the employee with the permission of the supervisor.

3. Golf course employees who come in to water from 10:00 p.m. to 6:00 a.m. shall remain on the job until 10:00 a.m. and be excused for the remainder of the day with pay and be credited with one comp. day.

4. Stadium - Refer to current procedures with respect to hours of operation and staffing.

5. Holidays will be covered by 5.1c and 5.2c.

6. During peak seasons, Golf Course starting times shall be 6:00 a.m. Monday to Friday and 5:00 a.m. weekends; at the Park 7:00 a.m. Monday to Friday and 6:00 a.m. on weekends.

7. Anything not addressed specifically in this addendum shall be covered by the main contract.

8. In the event the employer determines at the end of the "94" season the Monday to Friday scheduling referred to as Schedule I is not cost effective, the employer shall have the option of switching to the continuous operation or Recreation schedule outlined in Schedule II.

9. When in effect, Schedule I does not pertain to the continuous operation schedule utilized at the Skating Rink or Belle Mountain, in the event that operation should once again revert to Park Commission Employees. The schedule for these facilities is annexed as Schedule III.

SCHEDULE II

1. All work performed between December 1st and March 31st shall consist of five consecutive days Monday through Friday, except for those employees assigned to the Skating Rink or Belle Mountain. From April to October 30th all work performed shall be in a continuous operation including Saturday and Sunday with no more than ten working days in a two week pay period. Employees scheduled to work Saturday and Sunday will have a choice of days off during the following week.

2. Starting times on all golf courses between April 1st and October shall be 6:00 a.m. Monday through Friday and 5:00 a.m. Saturday and Sunday. Employees working at Mercer County Park shall report 7:00 a.m. Weekdays 6:00 a.m. Weekends.

3. Between December 1st and March 31st, employees at the golf course and the park shall work from 7:00 a.m. to 3 p.m.. When and if Daylight Savings Time comes into play, new times shall be negotiated between the Employer and the Union.

4. On Holidays, the Golf courses must schedule one half of the employees assigned to each course. The Mercer County Park must schedule one fourth of the total employees assigned to the Park.

SCHEDULE III

Skating Rink (and Belle Mountain, if necessary)

1. Employees shall work a continuous operation twenty four hours per day divided into 3 shifts: 7:00 to 3:00; 3:00 to 11:00; and 11:00 to 7:00.

2. Work schedules shall be seven days on and two days off; seven days on and four days off. No employee shall work more than 10 days in a pay period. Exceptions must be with the consent of the employee involved.

ADDENDUM II

The Union and the County agree to meet in the year 2000 to discuss the process of performance evaluations and the process of increments for future contracts.

APPENDIX A

(Blue Collar)

<u>TITLE</u>	<u>SALARY RANGE CODE</u>	<u>HOURS OF WORK</u>
(Asphalt) Heavy Equip. Operator	B11	37 1/2
Asphalt Raker	B05	37 1/2
Assistant Sewage Plant Operator	B09	37 1/2
Baker	B04	40
Barber	B04	40
Boiler Operator	B07	40
Boiler Operator/Maint. Repairer	B07	40
Bridge Repairer I	B10 (Effective 7/1/00)	37 1/2
Bridge Repairer II	B09	37 1/2
Building Maintenance Worker	B02	37 1/2
Building Service Worker	B02	37 1/2
Butcher	B04	40
Carpenter	B09	37 1/2
Cemetery Caretaker	B01	37 1/2
Chief Mechanical Repairman	B11	37 1/2
Clerk Driver	B02	37 1/2
Clubhouse Attendant	B01	37 1/2
Cook	B04	40
Electrician	B09	37 1/2
Electrician (C.M.)	B10	37 1/2
Electronics Repairer	B08	37 1/2
Equipment Operator	B07	37 1/2
Equipment Operator (Roads)	B07	37 1/2
Equipment Operator (Shade Tree)	B07	37 1/2
Equipment Operator (Sweeper)	B07	37 1/2
Food Service Worker	B02	37 1/2
Garage Attendant	B01	37 1/2
Gardener	B02	37 1/2
Head Farmer	B10	37 1/2
Heavy Equipment Operator I	B10 (Effective 7/1/00)	37 1/2
Heavy Equipment Operator II	B09	37 1/2
Heavy Equipment Operator I (Roads)	B10 (Effective 7/1/00)	37 1/2
Heavy Equipment Operator II (Roads)	B09	37 1/2
Heavy Equipment Opr (Mosq Control)	B10	37 1/2
Hospital Attendant	B02	40
Inspector (Mosquito Exterminator)	B08	37 1/2
Inspector Trainee (Mosq. Exterm.)	B05	37 1/2
Laborer	B03	37 1/2
Laborer Heavy	B05	37 1/2
Laundry Worker	B02	37 1/2
Library Clerk Driver	B01	37 1/2
Library Clerk Driver (Bilingual Spanish & Eng.)	B01	37 1/2
Mail Clerk	B03	37 1/2
Maintenance Repairer	B05	37 1/2
Maintenance Repairer (Carpenter)	B05	37 1/2
Maintenance Repairer (Plumber)	B05	37 1/2
Maintenance Repairer (Welder)	B09	37 1/2
Maintenance Repairer LPL	B05	37 1/2
Mason	B08	37 1/2
Master Mechanic	B11	37 1/2

Mechanic	B09	37 1/2
Mechanic Diesel	B09	37 1/2
Mechanic's Helper	B04	37 1/2
Mechanical Repairman	B08	37 1/2
Motor Vehicle Operator Elderly/Handicapped	B03	37 1/2
Offset Machine Operator	B02	37 1/2
Painter	B08	37 1/2
Parking Lot Attendant	B01	37 1/2
Park Maintenance Man	B05	37 1/2
Physical Therapy Aide	B03	40
Plumber	B09	37 1/2
Plumber and Steamfitter	B09	37 1/2
Plumber and Steamfitter (HPL)	B09	37 1/2
Recreation Aide	B01	40
Recreation Therapy Aide	B03	40
Radio Dispatcher	B04	37 1/2
Road Inspector	B08	37 1/2
Seamstress	B03	40
Security Guard	B01	37 1/2
Senior Automotive Mechanic	B10	37 1/2
Senior Building Maintenance Worker	B02	37/12
Senior Building Service Worker	B02	37 1/2
Senior Carpenter	B10	37 1/2
Senior Cemetery Caretaker	B03	37 1/2
Senior Cook	B06	40
Senior Cook - Butcher	B06	40
Senior Electrician	B10	37 1/2
Senior Food Service Worker	B02	40
Senior Hospital Attendant	B03 (Effective 7/1/99)	40
Senior Laundry Worker	B02	40
Senior Linen Room Attendant	B01	40
Senior Maintenance Repairer	B07	37 1/2
Senior Maintenance Repairer LPL	B08	37 1/2
Senior Maintenance Repairer (H&AC)	B07	37 1/2
Senior Mason I	B10 (Effective 7/1/00)	37 1/2
Senior Mason II	B09	37 1/2
Senior Mechanic	B10	37 1/2
Senior Mechanical Repairman	B09	37 1/2
Senior Offset Machine Operator	B04	37 1/2
Senior Painter I	B10 (Effective 7/1/00)	37 1/2
Senior Painter II	B09	37 1/2
Senior Park Maint. Worker I	B07 (Effective 7/1/00)	37 1/2
Senior Park Maint. Worker II	B06	37 1/2
Senior Plumber	B10	37 1/2
Senior Radio Dispatcher	B06	37 1/2
Senior Recreation Therapy Aide	B05	40
Senior Road Inspector	B10	37 1/2
Senior Seamstress	B04	40
Senior Welder	B11	37 1/2
Senior Traffic Signal Electrician	B10	37 1/2
Senior Tree Climber I	B10 (Effective 7/1/00)	37 1/2
Senior Tree Climber II	B09	37 1/2
Sign Designer, Letterer, & Processor	B05	37 1/2

Stationary Engineer	B08	40
Storekeeper	B06	37 1/2
Storekeeper - Automotive	B06	37 1/2
Supervising Maintenance Repairer	B11	37 1/2
Traffic Maintenance Worker	B07	37 1/2
Traffic Signal Electrician	B08	37 1/2
Tree Trimmer	B03	37 1/2
Truck Driver	B05	37 1/2
Ward Clerk	B02	40
Ward Clerk (Typing)	B02	40
Welder	B09	37 1/2

(WHITE COLLAR)

Account Clerk (Typing)	W02	35
Account Clerk	W02	35
Administrative Clerk	W11	35
Administrative Clerk (Bilingual-Spanish & Eng.)	W11	35
Administrative Secretary	W11	35
Admitting Officer (Typing)	W08	35
Assistant Payroll Supervisor	W10	35
Assistant Pension Fund Supervisor	W10	35
Bookkeeping Machine Operator	W01	35
Bookkeeping Machine Opr (Typing)	W01	35
Cashier (Typing)	W02	35
Clerk	W01	35
Clerk Stenographer	W02	35
Clerk Transcriber	W02	35
Clerk Typist	W01	35
Clerk Typist (Bilingual)	W02	35
Communications Officer	W08	40
Data Control Clerk	W03	35
Data Entry Machine Operator	W03	35
Disposition Clerk	W04	35
Docket Clerk	W02	35
Docket Clerk (Typing)	W02	35
Elections Clerk	W02	35
Employee Benefits Clerk Typist	W05	35
Execution Clerk	W04	35
Field Representative - Sr. Citizens Program	W08	35
Head Clerk	W10	35
Head Clerk (Stenographer)	W10	35
Head Elections Clerk	W10	35
Index Clerk	W01	35
Index Machine Operator	W02	35
Index Machine Operator (Typing)	W01	35
Investigator Consumer Protection	W05	35
Investigator Property & Resources (Adjustor)	W08	35
Legal Stenographer	W04	35
Medical Records Clerk	W04	35
Medical Stenographer	W05	35
Medical Technician	W05	35
Microfilm Operator	W02	35
Microfilm System Supervisor	W07	35
Passport Clerk	W02	35
Payroll Supervisor	W10	35
Payroll Supervisor - Finance	W12	35
Pension Fund Supervisor	W12	35
Personnel Clerk	W04	35
Principal Account Clerk	W05	35
Principal Account Clerk (Steno)	W06	35
Principal Account Clerk (Typing)	W05	35
Principal Bookkeeping Machine Opr	W05	35
Principal Cashier	W08	35
Principal Clerk	W05	35

Principal Clerk Stenographer	W07	35
Principal Clerk Transcriber	W07	35
Principal Clerk Typist	W05	35
Principal Data Control Clerk	W06	35
Principal Data Entry Mach Opr	W10	35
Principal Docket Clerk	W06	35
Principal Docket Clerk (Typing)	W06	35
Principal Employee Benefits, Clerk Typist	W11	35
Principal Index Clerk	W05	35
Principal Index Clerk (Typing)	W05	35
Principal Legal Stenographer	W10	35
Principal Medical Records Clerk	W10	35
Principal Operator Automated Typewriter	W05	35
Principal Personnel Clerk	W08	35
Principal Timekeeper	W06	35
Principal Word Processing Operator	W10	35
Probate Clerk	W04	35
Probate Clerk (Typing)	W04	35
Receptionist	W01	35
Receptionist (Typist)	W01	35
Secretarial Assistant	W10	35
Secretarial Assistant (Typing)	W10	35
Secretarial Assistant (Steno)	W10	35
Senior Account Clerk	W04	35
Senior Account Clerk (Typing)	W04	35
Senior Bookkeeping Machine Operator	W03	35
Senior Cashier	W06	35
Senior Cashier (Typing)	W06	35
Senior Clerk	W03	35
Senior Clerk Stenographer	W04	35
Senior Clerk Transcriber	W04	35
Senior Clerk Typist	W03	35
Senior Data Entry Machine Operator	W04	35
Senior Docket Clerk	W04	35
Senior Docket Clerk (Typing)	W04	35
Senior Election Clerk	W04	35
Senior Employee Benefits, Clerk Typing	W10	35
Senior Index Clerk	W03	35
Senior Index Machine Operator	W04	35
Senior Investigator - Consumer Protection	W09	35
Senior Legal Stenographer	W07	35
Senior Medical Records Clerk	W06	35
Senior Microfilm Operator	W04	35
Senior Passport Clerk	W04	35
Senior Passport Clerk (Typing)	W04	35
Senior Personnel Clerk	W06	35
Senior Probate Clerk	W06	35
Senior Probate Clerk	W06	35
Senior Telephone Operator	W04	35
Senior Terminal Operator	W04	35
Senior Word Processing Operator	W05	35
Storekeeper and Laundry Supervisor	W10	35
Supervising Account Clerk	W10	35

Supervising Bookkeeping Mach Opr	W11	35
Supervising Cashier	W11	35
Supervising Clerk	W10	35
Supervising Clerk Stenographer	W10	35
Supervising Clerk Typist	W10	35
Supervising Docket Clerk (Typing)	W10	35
Supervising Election Clerk	W10	35
Supervising Personnel Clerk	W12	35
Supervisor of Accounts	W13	35
Supervisor of Data Entry Mach Opr	W12	35
Supervisor of Hospital Stores	W10	35
Supervising Index Clerk	W10	35
Telephone Operator	W01	35
Telephone Operator - Receptionist	W01	35
Vault Clerk	W01	35
Word Processing Operator	W04	35

APPENDIX B

JANUARY 1999 WHITE COLLAR COMPENSATION SCHEDULE

<u>RANGE #</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>
W01	19,128	19,925	20,722	21,520	22,317	23,115	23,912	25,050
W02	20,014	20,850	21,684	22,519	23,355	24,190	25,025	26,216
W03	20,961	21,836	22,709	23,583	24,458	25,331	26,205	27,452
W04	21,947	22,863	23,777	24,692	25,608	26,523	27,437	28,743
W05	24,052	25,054	26,057	27,059	28,062	29,065	30,067	31,494
W06	25,164	26,212	27,260	28,308	29,356	30,405	31,453	32,939
W07	26,334	27,430	28,526	29,621	30,717	31,813	32,909	34,467
W08	27,567	28,715	29,863	31,011	32,159	33,307	34,455	36,094
W09	28,371	29,552	30,732	31,912	33,092	34,272	35,453	37,136
W10	28,864	30,066	31,269	32,471	33,673	34,876	36,078	37,785
W11	30,218	31,477	32,736	33,995	35,254	36,513	37,771	39,565
W12	31,658	32,976	34,295	35,615	36,933	38,252	39,571	41,443
W13	33,239	34,620	36,002	37,385	38,767	40,148	41,531	43,504

APRIL 2000 WHITE COLLAR COMPENSATION SCHEDULE

<u>RANGE #</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>
W01	19,702	20,523	21,344	22,166	22,987	23,808	24,629	26,052
W02	20,614	21,476	22,335	23,195	24,056	24,916	25,776	27,265
W03	21,590	22,491	23,390	24,290	25,192	26,091	26,991	28,550
W04	22,605	23,549	24,490	25,433	26,376	27,319	28,260	29,893
W05	24,774	25,806	26,839	27,871	28,904	29,937	30,969	32,754
W06	25,919	26,998	28,078	29,157	30,237	31,317	32,397	34,257
W07	27,124	28,253	29,382	30,510	31,639	32,767	33,896	35,846
W08	28,394	29,576	30,759	31,941	33,124	34,306	35,489	37,538
W09	29,222	30,439	31,654	32,869	34,085	35,300	36,517	38,621
W10	29,730	30,968	32,207	33,445	34,683	35,922	37,160	39,296
W11	31,125	32,421	33,718	35,015	36,312	37,608	38,904	41,148
W12	32,608	33,965	35,324	36,683	38,041	39,400	40,758	43,101
W13	34,236	35,659	37,082	38,507	39,930	41,352	42,777	45,244

APPENDIX C

JANUARY 1999 BLUE COLLAR COMPENSATION SCHEDULE

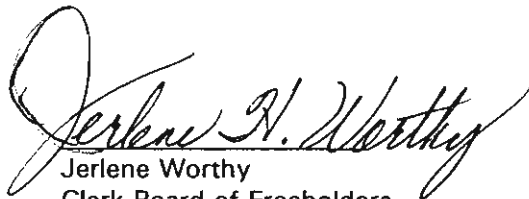
<u>RANGE #</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
B01	20,239	21,084	21,930	22,774	23,620	24,465	25,310	26,511
B02	21,090	21,970	22,848	23,727	24,605	25,484	26,362	27,615
B03	21,680	22,583	23,486	24,389	25,291	26,194	27,097	28,381
B04	21,980	22,896	23,813	24,729	25,646	26,561	27,477	28,785
B05	22,650	23,597	24,543	25,489	26,435	27,381	28,327	29,673
B06	24,896	25,933	26,969	28,004	29,040	30,077	31,112	32,593
B07	26,410	27,512	28,613	29,715	30,816	31,917	33,019	34,587
B08	27,070	28,200	29,328	30,458	31,587	32,716	33,846	35,448
B09	28,287	29,473	30,659	31,845	33,030	34,216	35,401	37,087
B10	29,943	31,192	32,441	33,690	34,939	36,188	37,437	39,213
B11	30,881	32,169	33,455	34,741	36,028	37,315	38,602	40,432

APRIL 2000 BLUE COLLAR COMPENSATION SCHEDULE


<u>RANGE #</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>
B01	20,846	21,717	22,588	23,457	24,329	25,199	26,069	27,571
B02	21,723	22,629	23,533	24,439	25,343	26,249	27,153	28,720
B03	22,330	23,260	24,191	25,121	26,050	26,980	27,910	29,516
B04	22,639	23,582	24,527	25,471	26,415	27,358	28,301	29,936
B05	23,330	24,305	25,279	26,254	27,228	28,202	29,177	30,860
B06	25,643	26,711	27,778	28,844	29,911	30,979	32,045	33,897
B07	27,202	28,337	29,471	30,606	31,740	32,875	34,010	35,970
B08	27,882	29,046	30,208	31,372	32,535	33,697	34,861	36,866
B09	29,136	30,357	31,579	32,800	34,021	35,242	36,463	38,570
B10	30,841	32,128	33,414	34,701	35,987	37,274	38,560	40,782
B11	31,807	33,134	34,459	35,783	37,109	38,434	39,760	42,049

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the _____.

ATTEST:


Jerlene Worthy
Clerk Board of Freeholders

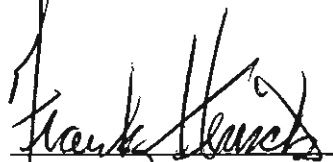
COUNTY OF MERCER


Robert D. Prunetti
County Executive

ATTEST:


Wayne Schultz, President
AFSCME Local 2287

AFSCME Local 2287


Frank Herrick, Council Representative
AFSCME Council 73