

Agreement

between

Mercer County, New Jersey

and Mercer County

9-1-1 Operators Association

(9-1-1 Supervisors) FMBA

Local 415

Effective: January 1, 2008

Expiration Date: December 31, 2010

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PREAMBLE

WHEREAS, this agreement is dated as of January 1, 2008 between the County of Mercer in the State of New Jersey hereinafter referred to as the "County", and Mercer County 9-1-1 Operators Association (9-1-1 Supervisors), FMBA Local NO. 415, hereinafter referred to as the "Association"; and

WHEREAS, the County and Association have 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 interest of the County and the citizens of Mercer County; and

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

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances;

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

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

ARTICLE I

RECOGNITION

A. Pursuant to its voluntary recognition, the County recognizes the Association as the sole and exclusive bargaining agent for all supervisory 9-1-1 Operator employees.

B. This agreement shall exclude non-supervisory employees, managerial and confidential employees within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq. (hereinafter "the Act") and all other employees.

ARTICLE II

NONDISCRIMINATION

A. The County and the Association agree to comply with relevant federal and state laws prohibiting discrimination in the workplace.

B. The County and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or

to refrain from any such activity. There shall be no discrimination by the County or the Association against any employee because of the employees' membership or non-membership or activity or non-activity in the Association.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Designated representatives of the Association will be granted administrative leave with pay to attend the annual conventions of the FMBA of New Jersey. The leave will be for a period inclusive of the duration of the convention with reasonable time permitted for travel to and from the conventions. The Association shall be authorized an aggregate of no more than five (5) days in any calendar year for attendance at conventions, provided a request for such days is made in writing and is authorized by the County Administrator or his/her designee.

B. Authorized Association Representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new agreement for this unit. Such representatives will also be reasonably excused without loss of pay to participate in other meetings related to collective bargaining, provided that prior approval is requested and authorization granted by the County Administrator or his/her designee. Such representatives shall attend negotiations and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

C. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members.

D. In addition to the foregoing, if a Delegate to the FMBA is elected from this bargaining unit, the Delegate will receive administrative leave without loss of pay to attend monthly delegate meetings, provided that prior approval is requested and authorization granted by the County Administrator or his/her designee.

E. In addition to the foregoing, union representatives will be permitted, without loss of pay or time off, to attend to contract administration, grievance processing or other union business on an as needed basis while on duty. The member requesting relief must make application to the County Administrator or his/her designee as soon as reasonably possible. Such request will not be unreasonably denied.

ARTICLE IV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

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 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.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

B. Definition:

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 the employment.

Prior to filing any grievance, an earnest effort should be made to resolve the controversy. An authorized representative of the Association and any affected employees should meet with the County's designee, to review the matter and explore a mutually fair and equitable resolution.

C. Steps of the Grievance Procedure

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

Step One:

The Association representative or the aggrieved employee or employees shall institute action under the provision hereof within ten (10) calendar days of the occurrence of the event, giving rise to the grievance. Action is instituted by filing a grievance in writing, signed by the grievant(s) to the Chief. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. No later than five (5) days after receipt of the grievance, the Chief shall render a decision in writing.

Step Two:

In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days of the Chief's decision, file its written grievance with the County Administrator and/or his/her designee. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The County Administrator shall review the grievance and render a response within ten (10) calendar days of receipt of the grievance at this step.

Step Three:

In the event the grievance is not resolved at Step Two, the Association may, within thirty (30) calendar days, petition for the appointment of an arbitrator in accordance with the rules of the Public Employment Relations Commission (PERC).

No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the County Administrator. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may incur in processing the case to arbitration.

D. Arbitration

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

2. The costs for the services of the arbitrator shall be borne equally by the County and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

E. Grievances initiated by the County shall be filed simultaneously with the Local Union President and Unit Shop Steward within fifteen (15) calendar days after the occurrence giving rise to the grievance. The County and Association shall schedule a meeting within fifteen (15) calendar days of the grievance filing in an effort to resolve the dispute. The County's grievance may be referred to grievance arbitration within thirty (30) calendar days of meeting with the Association if it is not resolved.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to be conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE VI

MAINTENANCE OF OPERATIONS

A. There will be no strikes, work stoppages, slowdowns or concerted failure or refusal to perform assigned work by the employees or the Union. There shall also be no lockouts by the Employer for the duration of the Agreement. The union supports the Employer fully in maintaining normal operations. Any employee who participates in or promotes a strike, work stoppage, slowdown or other concerted failure of refusal to work shall be subject to disciplinary action.

B. The parties recognize that the Employer is responsible for and engaged in activities that are the basis of the health and welfare of our citizens and that any violation of this section would give rise

to irreparable damage to the Employer and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the Employer shall be entitled to seek and obtain immediate injunctive relief. It is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Section if it can be shown that neither the Union nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action. Further, the Union and its officers shall have used every reasonable means to prevent or terminate such action.

ARTICLE VII

DUES, DEDUCTIONS, AND AGENCY SHOP

A. The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the County's designee during the month following the filing of such card with the County.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish the County either new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the County's designee.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the County. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. Any employee in the bargaining unit that elects not to become a member of the Association, shall as a condition of employment, pay a representation fee to the Association by automatic payroll deduction.

1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the representation fee. The representation fee shall be certified by the Association to the County. A copy of the written notice of the amount of the fair share representation fee assessment must also be furnished to the New Jersey Public Employment Relations Commission.

2. The representation fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

3. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the County and any non-member of such increase. Upon written request, any information necessary to compute or validate the representation fee for services enumerated above will be forwarded to the County or employee requesting it.

4. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association, This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the County, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE VIII

HOURS AND OVERTIME

A. The normal workweek for all employees will be forty (40) hours in a seven (7) day period. The Department Chief shall determine the scheduled workweek.

B. Employees shall remain available during meal and break periods.

C. Authorized overtime or compensatory time, at the choice of the Employer, will be paid for any additional time worked beyond the normal forty hour work week, in accordance with the Fair Labor Standards Act requirements for public agencies.

D. Employees shall be paid overtime rates of pay equal to one and one half times their regular rate of pay for each hour worked in the following situations:

1. The employee is held beyond the end of his/her scheduled shift.

2. The employee is required to report for their regularly scheduled shift early.

3. The employee is called to work at a time not immediately preceding or after his/her regular shift in which event the employee shall receive a minimum of four (4) hours overtime pay.

E. Whenever the County deems that overtime is necessary, overtime will be offered to all eligible full time employees on a rotational basis.

F. Overtime will be distributed as equitably as possible in accordance with the above procedure.

1. Overtime work shall be classified as either "carryover", that is, assignments that immediately follows the employee's regular work shift or "call back", that is, assignments that do not immediately follow the employee's regular work shift. The overtime list for "carry over" assignments shall consist of those employees assigned to the regular work shift that ends

immediately prior to the overtime assignment. The overtime list for "call back" assignments shall consist of all qualified employees off duty at the time when the overtime work will be required.

2. Carry over overtime shall first be offered on a voluntary basis to the appropriately qualified employees on the ending shift on a seniority rotation basis, that is, it will first be offered to the most senior qualified employee, and, if refused, to the next most senior qualified employee.

3. Call back overtime shall be offered to all qualified off duty employees on a rotational seniority basis.

4. After the first distribution of voluntary overtime, the seniority rotation shall begin with the next most senior qualified employee on the list after the person who last accepted it.

5. When there are not enough employees willing to voluntarily work overtime, management shall have the right to assign overtime on an involuntary basis in inverse order of seniority, that is, beginning with the most junior qualified employee on the applicable overtime list.

6. After the first distribution of involuntary overtime, the rotation shall begin with the next most junior qualified employee on the applicable list after the one who was involuntarily assigned most recently.

7. The Department Chief shall establish a record keeping system on overtime assignments that shall be accessible to authorized representatives of the Association for review.

ARTICLE IX

COMPENSATION AND LONGEVITY

A. The rates of pay for all employees covered by this Agreement for calendar years 2008, 2009, and 2010 shall be set forth in the compensation schedule attached as Appendix A.

B. The salary package for calendar years 2008, 2009, and 2010 shall be as follows:

1. Effective January 1, 2008, all employees shall receive a (3.5%) percent salary increase.
2. Effective July 1, 2008, all employees shall receive a step movement.
3. Effective January 1, 2009, all employees shall receive a (0%) percent salary increase and there shall be no step movement.
4. Effective January 1, 2010, all employees shall receive a (0%) percent salary increase.
5. Effective January 1, 2010, all employees shall receive a step movement.

C. Employees acting in a higher capacity or rank for eleven (11) consecutive days shall be paid at the rate for the position worked for all hours worked retroactive to the first day worked in the higher capacity or rank.

D. Every full-time employee of the Association 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 receive the longevity payments outlined below.

The longevity payment schedule is as follows:

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

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

ARTICLE X

HOLIDAYS

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

| | | |
|-------------------------------|------------------|------------------------|
| New Years Day | Memorial Day | Veteran's Day |
| Martin Luther King's Birthday | Independence Day | Thanksgiving Day |
| Lincoln's Birthday | Labor Day | Day after Thanksgiving |
| Washington's Birthday | Columbus Day | Christmas Day |
| Good Friday | Election Day | |

B. If an employee is not scheduled and works overtime on a recognized County holiday, the employee shall be paid double their regular hourly rate for all hours worked.

C. An employee holiday shall be defined as the employee's normal work shift.

D. Holidays occurring on a Saturday will be observed on the preceding Friday, Holidays occurring on a Sunday will be observed on the following Monday.

E. Vacation time shall not be charged for holidays occurring during employee vacation periods.

F. Full time employees, working within a continuous operation with a set schedule, who work on a

holiday, shall be compensated at the rate of time and one half for all hours worked on the holiday.

G. In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his/her regularly scheduled shift before and after the holiday, unless such absence is authorized with pay or ordered.

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

ARTICLE XI

VACATION

A. Full time employees shall earn annual vacation leave with pay in accordance with the following schedule:

1. During the first year of employment, employees shall one day vacation per month of employment.

2. Beginning the 2nd year of employment through the 5th year of employment, employees shall earn twelve (12) vacation days per year.

3. Beginning the 6th year of employment through the 10th year of employment, employees shall earn fifteen (15) vacation days per year.

4. Beginning the 11th year of employment through the 15th year of employment, employees shall earn twenty (20) vacation days per year.

5. Beginning the 15th year of employment through the 19th year of employment, employees shall earn twenty five (25) vacation days per year.

6. Beginning the 20th year of employment through the end of employment, employees shall earn thirty (30) vacation days per year.

B. The vacation year is January 1st through December 31st.

C. After the first full year of employment, vacation time shall be distributed on January 1 of each year. If an employee terminates employment after taking vacation in advance of same being earned, the Employer shall have the right to withhold pay equal to the amount due.

D. 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/her vacation period.

E. 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 one calendar year's vacation days may be carried over into any given succeeding year, but in no event shall an employee carry over more than twenty five (25) vacation days.

F. An employee who terminates their employment with proper notice given to the County shall be

entitled to earned vacation time and/or vacation pay at the time of termination. An employee whose employment is terminated by the County for just cause shall not be entitled to earned vacation time and/or vacation pay at the time of termination.

G. All accumulated vacation will be paid at the employee's current hourly rate upon retirement or otherwise leaving employment.

H. An employee who is called back to work while on authorized vacation shall be paid at the rate of time and one half. The employee shall not be charged for any vacation hours during the period of vacation time which he or she works.

I. Any permanent employee returning from military service other than active duty for training with any military reserve or National Guard unit is entitled to full vacation allowance for the calendar year of return and for the year preceding providing that the latter can be taken during the year of return.

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

ARTICLE XII

PERSONAL LEAVE

A. Each employee shall earn three (3) personal leave days per calendar year.

B. Such leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. Such leave will be granted subject to manpower needs of the Employer, and subject to the prior approval of the Employer, except in cases of emergency.

C. 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 an authorized leave of absence for a work-related injury or illness.

ARTICLE XIII

SEPARATION, DEATH AND RETIREMENT

A. Employees shall retain all pension rights as provided by all applicable laws.

B. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated vacation or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.

C. In the event of an employee's separation from service for any reason not set forth in Section B above, an employee shall be paid for all accumulated vacation or compensatory time. Payments shall be made at the employee's rate of pay at the time of separation to the employee.

D. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.

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

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

ARTICLE XIV

SICK LEAVE

A. All employees shall earn sick leave with pay at the rate of 1 day per month of employment until December 31st of their first year of employment and fifteen (15) days for each year of employment thereafter effective January 1. Unused sick leave shall be cumulative from year to year. All full time permanent, full time temporary or full time provisional employees shall be entitled to sick leave with pay.

B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, accident, serious illness within the immediate family, observance of quarantine, exposure to contagious disease, or maternity.

C. Employees shall be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive workdays.

D. The County may require the employee to submit acceptable medical evidence or proof of illness whenever such a requirement appears reasonable to the County or its designee.

E. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Supervisor on Duty at least two (2) hours prior to the start of the scheduled shift.

F. In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof may be required.

G. An employee who has exhausted their accumulated sick leave may, with the County's approval, charge additional days of absence to vacation or personal days, or other compensatory time, if available.

H. Sick leave may be utilized in hourly units.

I. Full time employees having accumulated ten (10) days of sick leave for that year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) days of sick leave. Any employee wishing to exercise the sick leave pay option must do so by December 1 of the year in which the requirements have been met. An employee shall make this request in writing directly to the Designated Chief Personnel Officer. Any request to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

J. Absence without proper notice for five (5) consecutive workdays or more shall constitute a resignation while not in good standing.

K. The Employer may require an employee absent on sick leave, as a condition of their return to

duty, to be examined by the County physician or by a physician designated by the County. Such examination shall establish whether the employee is capable of performing their normal duties and that their return to work will not jeopardize the health and/or safety of other employees.

L. Sick leave credits shall continue to accrue while the employee is on authorized leave with pay or authorized Injury Leave. Sick leave credit shall not accrue while the employee is on leave without pay except active military service.

ARTICLE XV

INJURY LEAVE

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

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

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

B. Any employee who is injured, whether slightly or severely, while working, must make an injury report to the officer in charge prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.

C. It is understood that the employee must file an injury report with the County's designee so that the County may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the County may reasonably require the employee to present such certificate from time to time.

E. Employees returning from Injury Leave as set forth above shall be restored to their original job classification and shift at the appropriate pay rate with no loss of seniority or other employee right or benefit.

ARTICLE XVI

BEREAVEMENT LEAVE

A. 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, step-mother, step-father, sister, brother,

spouse, child, mother-in-law, father-in-law, grandparents or grandchild, or any other relative residing in an employee's household, 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 the normal work week, but in no event more than eight (8) hours pay. Additionally, in the case of death of an employee's brother-in-law, sister-in-law, stepparent or stepgrandparents the employee shall be granted leave for the day of the funeral only. The Employer shall have the right to request proof of death and/or living arrangements whenever said proof shall appear reasonable.

ARTICLE XVII

MILITARY LEAVE

Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

ARTICLE XVIII

LEAVE OF ABSENCE

A. Leave of absence without any pay, in the discretion of the County or its designee, may be granted for good cause to any employee who has completed their probationary period.

B. Leave of absence can be any specified time period up to a maximum of one (1) year.

C. During a leave of absence, the County will not be responsible to provide the employee with the benefits provided within Article XXIII. However, if the employee wishes that coverage be extended to him during that leave, the County will provide the benefits but the premiums must be paid by the employee as directed by the County.

D. No seniority or benefits shall accrue during any leave of absence.

E. The County shall reinstate the employee to the position held and restore all compensation and benefits immediately upon return from any leave of absence.

ARTICLE XIX

PENSIONS

All employees shall retain all pension rights afforded to them under applicable law.

ARTICLE XX

JOB DESCRIPTION AND DUTIES

A. The job descriptions and duties for all members of this bargaining unit shall be accordance with each employee's job title.

B. The County will maintain a complete and current copy of job descriptions for all required positions, which will be available to all employees at each work site upon request.

ARTICLE XXI

CLOTHING ALLOWANCE

A. The County will issue to all employees, at no cost, all uniforms according to the clothing list set forth in Appendix B attached hereto.

B. Each successive year, each employee shall receive replacement items on an as needed basis with the replaced uniform item returned to the County.

C. The County will be responsible for the cost of changes in uniform and replacement of uniforms damaged or contaminated in the line of duty.

D. Uniforms shall be worn on all duty hours. The Department Chief shall determine the proper uniform for the work being performed.

E. All employees shall receive an annual clothing maintenance allowance per calendar year, as follows:

| | |
|------|-------|
| 2008 | \$350 |
| 2009 | \$350 |
| 2010 | \$350 |

Maintenance allowance checks will be issued with the first regular pay in December.

ARTICLE XXII

TRAVEL EXPENSES

A. Employees shall be reimbursed at a rate of \$0.31 per mile for using their personal automobile when so ordered and required by the County, and shall be reimbursed for all non-vehicular expenses in connection with their official duties when approved by the County's designee. Any such expenses must be appropriately documented as a condition of reimbursement.

B. Employees will be reimbursed pursuant to County policy while traveling on approved department business. Reimbursement will be made upon presentation of receipts documenting the expenses incurred.

ARTICLE XXIII

HEALTH AND WELFARE

A. The Employer agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs may be paid by the Employer except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll

deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

B. Effective January 1, 2007, each active employee except those with single coverage shall have deducted from his or her salary \$24.00 per pay period for all medical and dental insurance. Those employees with single coverage shall have \$19.00 per pay period deducted for such medical and dental insurance coverage. There shall be no other increase in this health co-payment for the duration of the contract.

C. The County agrees to provide a co-payment Prescription Drug Program to eligible employees and their eligible dependents. Further, for the purpose of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only. The County agrees to provide a co-payment Prescription Drug Program of \$12.00 for brand-name drugs and \$4.00 for generic drugs for the duration of this contract.

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

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

ARTICLE XXIV

MATERNITY, ADOPTION OR CHILD CARE LEAVE

A. The County and the Union agree that the provisions of the Family Leave Act, N.J.S.A. 34:11B-1 and all Federal FMLA laws shall be abided by during the term of this contract.

ARTICLE XXV

COMMUNICABLE DISEASES

The County's designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees in contact with and/or working in close proximity to victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of an incident. It shall be the employee's responsibility to notify the officer in charge and initial the completed C.D.F. form.

ARTICLE XXVI

LABOR/MANAGEMENT COMMITTEE

There will be a joint County-wide committee comprised of two (2) association members, appointed by the Association President. The committee will meet as needed and discuss matters of mutual concern.

ARTICLE XXVII

PROMOTIONS

When the County determines to create a promotional position(s), or transfer a position, a notice will be posted, with a copy provided to the Association, advising of the nature of the position and the qualifications required therefore. All promotions will be made in accordance with applicable law.

ARTICLE XXVIII

BULLETIN BOARD

A. The Employer shall provide a bulletin board, at a mutually agreed upon location within the communications center, for the sole use of the Association to post notices relating to matters of official business of all emergency organizations and employee related matters.

B. Only material authorized by the signature of the Association Representative, President, or Shop Steward will be posted on said bulletin board

C. The County may require the Association to remove, from the bulletin board, any material that does not conform to the intent of the above provisions of this Article.

ARTICLE XXIX

SERVICE RECORDS

A. Upon advanced notice and at a mutually agreeable time, any employee may review any and all of his or her personnel files. However, this appointment for review must be made through the County's designee.

B. Whenever a written complaint concerning an employee or his or her actions, or any other material which may adversely impact the employee, is to be placed in the official personnel file, a full and complete copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her file.

C. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed there from.

D. Maintenance of the personnel files will be accordance with the Archives Laws of the State of New Jersey.

ARTICLE XXX

PRINTING AND SUPPLYING AGREEMENT

This Agreement and any future agreement shall be copied by the county and supplied to each employee covered by this agreement within forty-five (45) calendar days of execution at no cost to the employee.

ARTICLE XXXI

STATUTORY AND LEGAL RIGHTS

Nothing contained herein shall be construed to deny or restrict the County or the employee from the exercise of their rights under Federal, State, County, Local laws and/or ordinances pertaining to the employees covered by this Agreement.

ARTICLE XXXII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXIII

COURT APPEARANCES AND JURY DUTY

- A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for mandated jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.
- B. Employees volunteering for jury duty shall not receive paid time off for jury duty.
- C. Any employee required to appear in any court proceeding due to circumstances arising from their employment will receive their regular rate for the period spent in court. The employee shall also be reimbursed for all related travel expenses.
- D. Employees granted time off for jury duty must reimburse the County any money/fees received for jury duty.

ARTICLE XXXIV

FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

D. It is intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The County and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

E. Nothing herein shall limit the Association and Employer from their right to enter into a Memorandum of Agreement which may be made an addendum to this agreement provided that the Memorandum of Agreement specifically state that it shall have such effect.

ARTICLE XXXV

TUITION REIMBURSEMENT

A. The County endorses a policy of self-improvement and supports and educational assistance program. Enrollment by the employee in any course for which he or she seeks reimbursement shall have the prior approval of the County's designee.

B. Tuition reimbursement shall be provided by the County to an employee as follows:

1. To qualify an employee must have permanent full-time status.

2. All college courses must be job related and pre-approved by the Department Director.

3. Maximum credits per semester will remain at 6, however the summer semester will be included increasing the yearly total to 18 credits.

4. Tuition reimbursement to Mercer County Community College or Mercer County Vocational Technical School remains at 100% (not including fees) tuition at any other institution will be reimbursed at a maximum of \$85 per credit,

C. No employee shall receive reimbursement funds for expenses reimbursed by any other means.

ARTICLE XXXVI

DISCIPLINARY ACTION

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

B. Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action pursuant to the rules and regulations of the New Jersey Department of Personnel.

ARTICLE XXXVII

TRAINING AND CONTINUING EDUCATION

- A. All schooling and training must be prior approved pursuant to established County Staff Development Policies.
- B. Fees and/or tuition relating to prior approved or required training and certifications shall be borne by the County entirely.

ARTICLE XXXVIII

SENIORITY

- A. Seniority is defined as an employee's continuous length of full-time service with the Mercer County Division of Fire Services beginning with his initial date of permanent appointment. Any authorized leave of absence is considered to be continuous service.
- B. Seniority shall be given preference in layoffs, recall, promotion and demotion, vacation scheduling and work shifts. Such requests shall not be unreasonably denied.
- C. 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.
- D. The Employer shall promptly advise the appropriate Union Representative of any changes which necessitate amendments to the seniority list.

ARTICLE XXXIX

WORKING TEST PERIOD

- A. Each newly hired employee shall be subject to a working test period, pursuant to New Jersey Department of Personnel regulations.

ARTICLE XL

NOTIFICATION OF LAYOFF

- A. The County will give written notice pursuant to New Jersey Department of Personnel regulations whenever effecting a layoff.
- B. Layoffs shall be effected in reverse seniority i.e., last hired, first laid off. Time in the Fire Services Division shall constitute total seniority.

ARTICLE XLI

NOTIFICATION OF RECALL

- A. Laid off employees shall be recalled on the basis of seniority via a registered letter to the employee's last known address on file with the County. Laid off employees must notify the

District in writing of any change in his/her address or home telephone number within seventy-two (72) hours of the change,

B. Employees being recalled from a layoff must respond to the recall notice by contacting the County as prescribed by applicable New Jersey Department of Personnel regulations.

C. Employees failing to report to work after being recalled from a layoff pursuant to New Jersey Department of Personnel regulations shall be considered to have resigned and waived all rights to reemployment.

D. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to work.

ARTICLE XLII

CONDITIONS OF WORK SAFETY

A. It is understood by the parties that performing the various emergency services job functions may involve a certain degree of inherent danger and risk.

B. The parties agree that the County will provide the safest equipment and working conditions possible.

C. In the event that a represented employee covered under this agreement reasonably believes that operating a piece of County equipment or performing an assigned task represents an unreasonable hazard, then the represented employee must immediately report the danger to his or her immediate supervisor.

D. After being advised of a safety concern, the Department Chief shall immediately investigate and make a determination as to the completion of the assigned task or continued operation of the equipment.

E. No employee shall be subject to discipline for taking such action unless he/she refuses to complete the assigned task or continue operation of the equipment after it has been determined safe by the appropriate authority.

F. Employees shall be responsible to account for and maintain all tools and equipment assigned to them. Any deficiencies must be immediately reported to the County's designee.

G. The Association and its represented employees shall retain their full rights relating to health and safety grievances. The Association shall retain its full rights to fully investigate any grievance relating to health and safety.

H. The parties agree that this clause shall not be utilized as a form of strike, work slow down, work stoppage or other job action.

ARTICLE XLIII

DRUG TESTING

A. In accordance with County policy, employees out for more than thirty (30) days due to personal injury and who are receiving either workers compensation payments and/or State disability payments, shall be subject to drug testing as part of the return to work examination.

B. Unit employees will be subject to random drug testing.

ARTICLE XLIV

OUTSIDE EMPLOYMENT

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

ARTICLE XLV

DURATION, TERM AND RENEWAL

This agreement shall be effective January 1, 2008 and shall remain in full force and effect through and including December 31, 2010. This Agreement shall remain in full force and effect during the period of negotiations.

In witness whereof, the parties hereto have hereunto set their hands and seals the date first set forth above.

County of Mercer

IAFF Local 4089 AFI.-CIO

By: Brian Hughes
Brian Hughes, County Executive

By: John Newbon, Sr.
John Newbon, Sr., President

By: Jerlene N. Worthy
Jerlene Worthy, Clerk
Board of Chosen Freeholders

By: Rana Huber
Rana Huber, Treasurer

Witness: _____

Witness: _____

Date: _____

Date: _____

APPENDIX A

SALARY GUIDE

Suprv. Public Safety Telecommunicators

2008 COMPENSATION SCHEDULE

| RANGE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1/1/07 | \$53,707 | \$54,781 | \$55,876 | \$56,994 | \$58,134 | \$59,296 | \$60,482 | \$61,692 |
| 1/1/08 | \$55,587 | \$56,698 | \$57,832 | \$58,989 | \$60,169 | \$61,371 | \$62,599 | \$63,851 |
| +3.5% | | | | | | | | |
| 1/1/09 | \$55,587 | \$56,698 | \$57,832 | \$58,989 | \$60,169 | \$61,371 | \$62,599 | \$63,851 |
| 0% | | | | | | | | |
| 1/1/10 | \$55,587 | \$56,698 | \$57,832 | \$58,989 | \$60,169 | \$61,371 | \$62,599 | \$63,851 |
| 0% | | | | | | | | |

APPENDIX B

CLOTHING ALLOWANCE LIST

A. The clothing list for all employees shall be as follows:

- 4 shirts
- 2 staff shirts
- 3 pair of pants
- 6 T-shirts
- 1 pair of work shoes/boots
- 1 belt
- 1 winter coat
- 1 badge
- 1 complete dress uniform
- 1 nameplate

B. The designated uniform, and all components thereof, will be mutually agreed upon by the Association and County.

Approved as to Form and Legality,

Date

.....
 County Counsel

October 15, 2009

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A CONTRACT BETWEEN FMBA LOCAL 415 (911 SUPERVISORS) AND THE COUNTY OF MERCER, UPON APPROVAL BY COUNTY COUNSEL. THREE (3) YEAR CONTRACT PERIOD: JANUARY 1, 2008 TO DECEMBER 31, 2010

WHEREAS, FMBA Local Union No. 415 is the sole and exclusive bargaining agent for the 911 Supervisors; and,

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

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute a Contract between the FMBA Local Union No. 415 (911 Supervisors) and the County of Mercer, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a certified copy of this Resolution, together with an executed copy of said Contract, to the FMBA Local No. 415, the County Administrator, Personnel Director, County Treasurer, and IMLR Library.

I hereby certify this to be a true copy of the original.

.....
 Clerk to the Board

RECORD OF VOTE

| FREEHOLDER | Aye | Nay | N.V. | Abs | Res | Sec. | FREEHOLDER | Aye | Nay | N.V. | Abs | Res | Sec. |
|------------|-----|-----|------|-----|-----|------|------------|-----|-----|------|-----|-----|------|
| Benson | X | | | | ✓ | | Hamilton | X | | | | | |
| Cannon | X | | | | | ✓ | Walter | X | | | | | |
| Cimino | X | | | | | | Carabelli | X | | | | | |
| Colavita | X | | | | | | | | | | | | |

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