

AGREEMENT

between

Mercer County
THE COUNTY OF ~~MERCER~~

and

P.B.A. LOCAL 167

of

THE POLICEMEN'S BENEVOLENT ASSOCIATION

K EFFECTIVE: January 1, 1981
EXPIRATION: December 31, 1982

CONTENTS

Preamble

1. Recognition
2. Management Rights
3. Union Security
4. Work Schedules/Job Assignments
5. Equal Treatment
6. Work Rules
7. Position Classifications
8. Seniority
9. Grievance Procedure
10. Discipline/Discharge
11. Pay Scales or Rates of Pay
12. Overtime
13. Call-in Time
14. Shift Pay
15. Insurance and Retirement Benefits
16. Paid Leaves of Absence
17. Non-Paid Leaves of Absence
18. Holidays
19. Annual Vacation Leave
20. Longevity
21. Work Uniforms and Meals
22. Safety and Health
23. Separability and Savings
24. Oral Modification
25. General Provisions
26. Duration of the Agreement
27. Termination

Appendixes

PREAMBLE

This Agreement, dated July 14, 1981, between the County of Mercer, hereinafter referred to as the "Employer," and PBA Local 167, 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, 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 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 classifications listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

1.2 For the purposes of this Agreement, the term "employee" shall mean those persons who are on the County payroll on or after the date of execution of this Agreement.

2.

MANAGEMENT RIGHTS

2.1 The County retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the Laws and Constitutions of the State of New Jersey. Except as specifically abridged, limited or modified by the terms of this Agreement between the County and the P.B.A., all such rights, powers, authority, prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations consistent with provisions of the New Jersey Employer - Employee Relations Act (N.J.S.A. 34:13A-1 et seq).

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 end of the next month following the pay period in which deductions were made 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 shall be made in compliance with "Title 52 of the Revised Statutes" as amended. The authorization shall remain in effect unless terminated by the employee upon written notice of withdrawal or by termination of employment. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed as provided in N.J.S.A. 52:14-15.9(e) as amended.

3.2 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.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1979, Chapter 477, and N.J.S.A. 34:13A5.4, et. al.

3.3 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.

4.

WORK SCHEDULES/JOB ASSIGNMENTS

4.1 The County (Warden, Mercer County Jails) retains the absolute authority to determine, establish, define, and change the work shifts and/or job assignments at both the Correction and Detention Centers.

4.2 Whenever a vacancy occurs in a regular work shift and/or job assignment in the classifications of County Correction Officer, employees holding such title will be given preference of shifts and job assignments in accordance with their seniority as established by Article 8 of this Agreement.

The County (Warden, Mercer County Jails) retains the absolute authority to permanently remove and reassign any employee from his job assignment, but such removal shall not be made without cause.

Further, the County (Warden, Mercer County Jails) reserves and retains the right to change job assignments within shifts on a temporary basis to meet the needs of the institution.

4.3 Where a vacancy occurs in accordance with Paragraph 4.2 above, said vacancy must be posted within five (5) days. Permanent employees may exercise their rights of shift and/or job assignment for a period of ten (10) days after said vacancy is posted.

4.4 Any permanent employee who loses his bid job assignment due to the abolishment of this job (post) assignment shall have the right to move to any vacant job (post) assignment on any shift or to be placed in the relief pool on his same shift. Should any employee elect to be placed in the relief pool on his same shift, said employee shall displace the least senior employee in this relief pool. This least senior employee shall then be reassigned at the discretion of the Warden, Mercer County Jails. It is further understood that an employee who elects to be placed in the relief pool on his respective shift shall be required to work the same schedule, to include scheduled work days and scheduled days off, as the employee who was displaced as a result of this move.

4.5 The work shift for all employees covered by the terms of this Agreement shall be for a period of eight (8) hours ten (10) minutes.

5.

EQUAL TREATMENT

5.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership, or Union activities.

5.2 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.

6.

WORK RULES

6.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

7.

POSITION CLASSIFICATIONS

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

7.2 If during the term of this Agreement, the Employer determines that new classifications are to be established or that changes are to be made in the existing classification, the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective.

7.3 Any failure on the part of the parties to agree to any provisions of Article 7 will be referred to Step 3 of the grievance procedure.

8.

SENIORITY

8.1 Seniority is defined as an employee's total length of service with the County, beginning with the date of permanent appointment as a correction officer.

8.2 In the event that two (2) or more employees are permanently appointed on the same date, seniority shall be determined by the order in which their names appear on the Civil Service certification list as issued or amended.

8.3 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate, and shall furnish copies of same to the Union upon request.

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

9.

GRIEVANCE PROCEDURE

9.1 A grievance is defined as:

a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement.

b. A claimed violation, misinterpretation, or misapplication of rules or 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 and his immediate supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The Union Grievance Committeeman shall take up the grievance or dispute with the Warden, Mercer County Jails, within five (5) days of its occurrence. Said grievance or dispute shall be presented in writing to the Warden, Mercer County Jails. The Warden, Mercer County Jails, shall respond in writing to the Union President or designated representative within five (5) working days.

Step Two: If the grievance still remains unsettled it shall be presented by the President or Union Grievance Committeeman to the department director in writing within five (5) days after the response of the Warden, Mercer County Jails, is due. The department director shall respond in writing to the Union Grievance Committeeman within five (5) working days.

Step Three: If the grievance has not been satisfactorily resolved at Step Two, and the grievance involves a claimed breach, misinterpretation, or improper application of the terms of this Agreement as described in the definition of a grievance in Paragraph 9.1.a above (but not in Paragraph 9.1.b), the Union may, within fourteen (14) days after the reply of the department director is due, request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. A copy of said notice shall be served upon the department director. 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 both parties, it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

9.2 Grievances as defined in Paragraph 9.1.b above which have not been satisfactorily resolved between the parties at Step Two shall not be moved to arbitration unless there is mutual agreement in writing between the parties to move said grievance to arbitration. This mutual agreement shall contain a statement or definition of the issue to be arbitrated, which statement may not be modified or changed in the arbitration proceeding.

9.3 The Union and the Employer agree to give reasonable consideration to a request by the department director for meetings to discuss grievances pending at Steps One and Two above.

9.4 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

9.5 Grievance Committee

a. The Union Grievance Committee shall be composed of two (2) officers for each institution. These representatives shall be elected by their fellow officers in each of their respective institutions by a simple majority vote.

b. 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. These four (4) employees so designated by the Union will be permitted to confer with other Union representatives regarding matters of employee representation during working hours without loss of pay, provided, however, all employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

c. The Union Grievance Committee and representatives of the Administration shall have a regularly scheduled meeting weekly, unless otherwise agreed between the Administration and the PBA Grievance Committee to extend the time between meetings at a time to be mutually agreed upon between the Union Grievance Committee and the Administration. Emergency meetings will be arranged by mutual agreement.

d. Union Grievance Committeemen will be permitted to leave their work after reporting to their respective superiors and specifying to them the purpose of their activity, for the purpose of adjusting grievances in accordance with the grievance procedure or other legitimate representation functions and for reporting to the grievant a change in the

status of his grievance. A Grievance Committeeman will be permitted to leave work during his regular working hours on his shift when he presents a written grievance to his supervisor signed by an employee in his respective institution who made the complaint in accordance with the grievance procedure. Grievance Committeemen will also be permitted to leave their work for other legitimate representation functions in accordance with the grievance procedure.

e. No one shall be eligible to serve as a Grievance Committeeman unless he is a full-time permanent employee and unless he is a member of the Union and is working in the institution that he represents.

f. It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Administration.

g. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving legitimate grievances. Committeemen acting properly in their official capacity should be free from orders by supervision which, if carried out, would impair the orderly investigation and presentation of grievances. Actions which tend to impair or weaken the grievance procedure, whenever they occur in whatever manner or form are improper. Committeemen have a responsibility to the Union and the employees they represent to conduct themselves in a businesslike manner and shall conform to the department's rules. The normal standard of conduct applicable to all employees shall be applied to Committeemen.

h. Upon entering an institution in fulfillment of his duties, the Grievance Committeeman shall notify the superior or acting superior of that institution of his presence and purpose or give the superior a copy of the written complaint providing he has not already received one. Grievance forms shall be provided by the Administration. These forms (in structure) must be approved by the Union Grievance Committee.

9.6 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, if they first obtain permission to do so from the employee's department director or his designated representative, which permission shall not be unreasonably withheld.

10.

DISCIPLINE/DISCHARGE

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

10.2 Written complaints setting forth any charge or charges against any employee is required by law prior to removal, suspension, fine, or reduction in rank shall be filed and served upon the employee not more than sixty (60) days after the date of the alleged misconduct. In the event that the Employer did not know and could not reasonably have known of the alleged misconduct at the time it occurred, the sixty (60) day period for the filing and serving of written charges shall commence on the date when the Employer knew or reasonably should have known of the alleged misconduct. In those cases where an investigation by a law enforcement agency is underway, the sixty (60) day period shall not apply until the investigation is completed.

10.3 Any employee so disciplined or discharged shall have the right to appeal the outcome of a disciplinary action. This appeal may be made either to the Civil Service Commission or to binding arbitration (in accordance with the Article of this Agreement entitled "Grievance Procedure," Step Three). It is expressly understood that an employee shall only be entitled to one avenue of appeal and, furthermore, that any employee exercising his right of appeal to the Civil Service Commission waives his right to arbitration and, conversely, that any employee exercising his right of appeal to arbitration waives his right to appeal to Civil Service.

11.

PAY SCALES OR RATES OF PAY

11.1 The 1981 pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached, and the 1982 pay scales for all employees covered by this Agreement shall be as set forth in Appendix B attached.

11.2 During the term of this Agreement, the pay scales will not be changed unless by mutual consent of the Employer and the Union.

11.3 All employees covered by this Agreement who were hired prior to January 1, 1980, or hired during the period January 1, 1980, through December 31, 1980, and completed Basic Training Academy prior to December 31, 1980, shall have their salaries increased during calendar years 1981 and 1982 as follows:

a. Effective January 1, 1981, eight (8) percent on their base annual salaries as of December 31, 1980.

b. Effective January 1, 1982, nine (9) percent on their base annual salaries as of December 31, 1981.

11.4 All employees covered by this Agreement who were hired during the period January 1, 1980, through December 31, 1980, who did not complete Basic Training Academy prior to December 31, 1980, shall have their salaries increased during calendar years 1981 and 1982 as follows:

a. Effective upon the successful completion of Basic Training Academy or one (1) year of employment as a County Correction Officer, whichever occurs first, an eight (8) percent salary increase on their base annual salaries as of January 1, 1981.

b. Effective January 1, 1982, nine (9) percent on their base annual salaries as of December 31, 1981.

11.5 All employees covered by this Agreement who were hired during the period January 1, 1981, through December 31, 1981, who successfully complete Basic Training Academy prior to December 31, 1981, shall have their salaries increased during calendar year 1982 as follows:

a. Effective January 1, 1982, nine (9) percent on their base annual salaries as of December 31, 1981.

11.6 All employees covered by this Agreement who were hired during the period January 1, 1981, through December 31, 1981, who did not complete Basic Training Academy prior to December 31, 1981, shall have their salaries increased during calendar year 1982 as follows:

a. Effective upon the successful completion of Basic Training Academy or one (1) year of employment as a County Correction Officer, whichever occurs first, a nine (9) percent salary increase on their base annual salaries as of January 1, 1982.

11.7 All employees covered by this Agreement who were hired during the period January 1, 1982, through December 31, 1982, who successfully complete Basic Training Academy prior to December 31, 1982, shall receive a nine (9) percent salary increase effective upon the completion of Basic Training Academy.

11.8 All employees covered by this Agreement who were hired during the period January 1, 1982, through December 31, 1982, who do not successfully complete Basic Training Academy prior to December 31, 1982, shall not be entitled to a salary increase during calendar year 1982.

11.9 All employees covered by this Agreement who were hired prior to June 27, 1981, shall have their annual base salaries increased by \$400, effective June 27, 1981.

11.10 All employees covered by this Agreement who were hired on or after June 27, 1981, shall be hired at an annual salary of \$11,400.

11.11 A Correction Officer who works in the classification of Correction Officer-Sergeant for at least four (4) hours in any work day shall receive the higher rate of pay for such work for the time that it is performed, and his salary shall be adjusted to the minimum of the new range or to a point in the new range seven-and-one-half (7.5) percent above his present rate, whichever is higher, and in no instance would an employee receive less than his present rate.

11.12 When a Correction Officer is promoted to the classification of Correction Officer-Sergeant, then his salary shall be adjusted to the minimum of the new range or to a point in the new range seven-and-one-half (7.5) percent above his old rate, whichever is higher.

11.13 Openings for employees to perform work in a higher paid classification for at least four (4) hours in any work day shall be given to employees on a seniority basis, if possible, provided, however, that the employee may refuse to exercise his seniority, in which event the position will be open to the less senior employee. The Employer reserves the right to deny an employee his seniority rights to a higher paid classification, but such denial shall not be made without just cause.

12.

OVERTIME

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

- a. Daily - all work performed in excess of eight (8) hours and ten (10) minutes in any work day.
- b. All work performed on days scheduled as non-working days on the work schedule referred to in Paragraph 4.1 herein.
- c. All work performed on a holiday plus the regular day's pay.

12.2 Double time the employee's regular rate of pay shall be paid for any work in excess of sixteen (16) hours in any twenty-four (24) hour period.

12.3 Overtime opportunities will be distributed as equally as possible among employees in the same classification in accordance with the following procedure:

- a. The names of all permanent employees shall be placed on an overtime list (a separate list, by classification shall be maintained by both the Correction Center and Detention Center) in order of their seniority as established by Article 8 herein.
- b. In utilizing the above lists, the officers will be called in the order in which their names appear on the list.
- c. If an officer either works or rejects the overtime assignment, then his name will be placed on the bottom of the list.
- d. If the institution is unable to contact an officer regarding an overtime assignment, the officer's name will remain in the same position on the list, and the next officer on the list shall be called.

It is understood that nothing in this clause shall require payment for overtime hours not worked.

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

13.

CALL-IN TIME

13.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time-and-one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon completion of the work assignment and such assignment 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.

13.2 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.

14.

SHIFT PAY

14.1 Employees working on shifts of which the majority of working hours fall between 4:00 p.m. and 12:00 midnight shall receive in addition to their regular pay an additional fifteen (15) cents per hour.

14.2 Employees working on shifts of which the majority of working hours fall between 12:00 midnight and 8:00 a.m. shall receive in addition to their regular pay an additional twenty (20) cents per hour.

14.3 If an employee working either of the shifts referred to in the paragraphs above is entitled to premium pay, shift pay shall be paid in addition to said premium.

15.

INSURANCE AND RETIREMENT BENEFITS

15.1 The Employer agrees to provide hospital/medical insurance through the New Jersey State Health Benefits Program to eligible employees and their families as defined in the amended program and set forth in the Group Insurance contracts issued to the State Health Benefits Commission.

15.2 The Employer agrees to provide hospital/medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974.

15.3 The Employer agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System and/or the New Jersey Policemen's and Firemen's Retirement System.

15.4 The Employer agrees to provide a \$2.50 co-payment Prescription Drug Program to eligible employees in accordance with the provisions of the contractual agreement between the County of Mercer and Blue Cross of New Jersey. Eligible employees, for the purposes of this Program, shall be defined as all full-time permanent employees only.

15.5 The Employer agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution Number 76-405, adopted September 14, 1976.

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

15.7 The insurance coverage provided for in this section shall be paid for by the Employer without contribution by the employees.

PAID LEAVES OF ABSENCE

16.1 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, sister-in-law, brother-in-law or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) consecutive days for bereavement purposes, commencing the day after date of death. In the event of death of a grandparent not living in the household of the employee, said employee shall be excused for the day of the funeral only. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours pay for any one day.

The County reserves the right to request evidence of death of a family member.

16.2 UNION BUSINESS DAYS - Any employee who is duly authorized in writing to be a representative of the P.B.A. shall be granted a leave of absence with pay for the time necessary to conduct P.B.A. business. The P.B.A. shall designate no more than four (4) employees to serve as P.B.A. representatives who shall be allowed an aggregate of no more than forty (40) days in any calendar year.

16.3 OCCUPATIONAL INJURY LEAVE - Any permanent employee who is disabled because of occupational injury or disease, shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such an employee for disability leave, shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act, for temporary disability. Such leave shall be limited to a maximum of six (6) months from the date of injury or illness or until temporary disability compensation payments terminate, whichever is sooner. In the event that such disability shall be as the result of an assault and/or battery committed against the employee by an inmate of the institution, then the maximum of six (6) months shall be extended to one (1) year.

All other employees, who are disabled as the result of an occupational injury or illness, shall not be entitled to a leave of absence with full pay as provided above to any permanent employee, but shall be covered by the provisions of the Workers' Compensation Law from the date of injury or illness.

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

16.4 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.

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

c. The minimum sick leave with pay shall accrue to any full-time temporary, full-time provisional or full-time CETA employee at the rate of one (1) working day per month as earned.

d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

e. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article 15.5.

f. If an employee is absent for reasons that entitle him/her to sick leave, the employee's supervisor shall be notified prior to the employee's starting time or in conformance with departmental regulations.

(1) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

(2) In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

(3) The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the County, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the other employees.

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

16.5 PERSONAL LEAVE DAYS - Employees covered by the provisions of this Agreement shall be entitled to three (3) days a year of absence with pay for personal business. Temporary and CETA employees shall earn personal days at the rate of one (1) day for every four (4) months worked. Said leave shall not be taken unless forty-eight (48) hours notice thereof has been given to the employee's supervisor. In the event that forty-eight (48) hours notice cannot be given, said leave may be taken only upon authorization by said supervisor. The County reserves the right to deny requests for personal days as conditions warrant but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

16.6 JURY DUTY - All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to reimburse the County for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee is released from jury duty prior to the end of their work shift, said employee shall be required to report to work for the remainder of their shift.

17.

NON-PAID LEAVES OF ABSENCE

17.1 All employees covered by this Agreement shall be entitled to a leave of absence without pay for personal illness.

a. Said sick leave of absence without pay may only be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident or exposure to contagious disease.

b. To be eligible for sick leave of absence without pay, an employee shall be required to provide the Warden, Mercer County Jails, with documentation from their personal physician detailing the nature of the illness, and the length of expected absence from duty. Said leave of absence must be approved by the County Medical Examiner. All employees shall be required to be examined by the County Medical Examiner and certified by him/her as fit to return to duty prior to their return to work.

c. Said leaves of absence must be renewed every three (3) months with the approval of the County Medical Examiner.

17.2 An employee shall be entitled to a leave of absence without pay to accept a permanent position with any other governmental agency for a period not to exceed the probationary period for such position or a period for four (4) months, whichever is less.

17.3 The County will grant leaves of absence to two (2) employees to accept full-time P.B.A. employment in conformance with Civil Service Rules and Regulations. Sixty (60) days notice in writing shall be given to the County by any employee requesting such leave.

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

17.5 Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges, or benefits, provided however, that sick leave, vacation leave and longevity credits shall not accrue with the exception of those on military leave.

18.

HOLIDAYS

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

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

All other holidays formally declared by resolution of the Board of Freeholders.

18.2 Holidays enumerated in 17.1 above that fall on a Saturday shall be celebrated on the preceding Friday; holidays that fall on Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

18.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the County and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized.

18.4 When a holiday falls on a regularly scheduled day off, employees shall receive an additional day's pay.

19.

ANNUAL VACATION LEAVE

19.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

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

a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

b. After one (1) year and to completion of five (5) years, twelve (12) working days.

c. From beginning of sixth (6th) year to completion of tenth (10th) year, fifteen (15) working days.

d. From beginning of eleventh (11th) year to completion of fifteenth (15th) year, twenty (20) working days.

e. After completion of fifteenth (15th) year, twenty-five (25) working days.

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

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

19.5 An employee who is called back to work while on authorized vacation, shall be paid time and one-half per day and shall not lose vacation day or days.

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

19.7 A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

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

Whenever a permanent employee dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

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

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

20.

LONGEVITY

20.1 Every full-time employee, provisional or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year and such longevity payment shall be considered in total with the salary for pension purposes.

20.2 Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$200 commencing with the first day of the first full pay period following five (5) years of continuous service and for the completion of each additional five (5) years of continuous service thereafter, shall have added to their gross per annum pay an additional \$300.

20.3 Any interruption of service due to a cause beyond the control of the employee, i.e., for military service, injury or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative periods of service with the County of Mercer. Nothing contained in this article shall be construed to apply to any person who employment has been terminated for any reason prior to the effective date of the execution of this contract.

20.4 Such additional longevity payments shall be paid notwithstanding the maximum salary theretofore provided for such employment or for future employment, by resolution, but shall not apply to those officers, positions or employment where compensation is set by State Statute and the maximum allowed by law is presently being received.

21.

WORK UNIFORMS AND MEALS

21.1 The employer will provide one full set of uniforms to each employee upon the commencement of his employment. The uniforms shall consist of the following:

- a. Three sets of summer uniforms
- b. Three sets of winter uniforms
- c. One three-quarter length winter jacket, water repellent
- d. One Eisenhower jacket
- e. Uniforms shall include in addition to normal issue: hats, shoes, belts, and ties

21.2 The employer agrees to pay to each employee the sum of ~~\$360 for calendar year 1981~~ and ~~\$420 for calendar year 1982~~, which sum shall be used by the employee for the replacement and/or maintenance of his/her uniforms. Replacement parts for uniforms shall adhere to specifications established by the County. The allowance referred to in this sub-paragraph shall be earned quarterly, if the employee works one (1) day in said quarter and, shall be paid semi-annually in June and December, and in the case of new employees, shall be prorated.

21.3 One meal per shift will be granted to all employees.

22.

SAFETY AND HEALTH

22.1 The employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools or devices deemed necessary in order to insure their safety and health. When such materials are issued, they shall be used.

22.2 The employer and the P.B.A. 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 P.B.A. 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.

23.

SEPARABILITY AND SAVINGS

23.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Upon request of either party, the parties agree to meet and renegotiate any provisions so affected.

24.

ORAL MODIFICATION

24.1 Any modifications of this Agreement must be formalized in writing and signed by the parties to this Agreement. No oral modification will be deemed valid unless same is reduced to writing and incorporated into the Agreement.

25.

GENERAL PROVISIONS

25.1 The employer agrees to make available one locked glass enclosed bulletin board at each of the following locations:

CORRECTION CENTER
DETENTION CENTER

The said bulletin boards shall be used for posting of the following notices:

P.B.A. Meetings
P.B.A. Elections
P.B.A. Returns
P.B.A. Appointments to Office
P.B.A. Recreational or Social Affairs

25.2 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 who retired under a State administered pension plan prior to the date of the execution of this Agreement.

DURATION OF THE AGREEMENT


26.1 This Agreement shall become effective January 1, 1981 and shall remain in full force and effect until December 31, 1982. It shall automatically be renewed from year to year thereafter unless either party shall notify the other by certified mail sixty (60) days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than forty-five (45) days prior to the expiration date.

This Agreement shall remain in full force and effect during the period of the negotiations. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph. Such written notice shall be sent by certified mail.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 16th day of July, in the year of Our Lord, One Thousand Nine Hundred and Eighty One.

ATTEST:

COUNTY OF MERCER




Joyce L. McDade, Clerk
Board of Chosen Freeholder



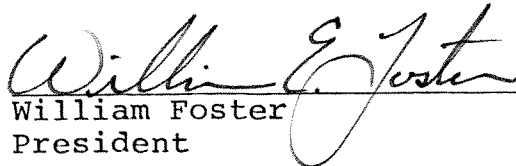
Bill Mathesius
County Executive

ATTEST:

P.B.A. LOCAL 167



Robert W. Zorn
Secretary



William Foster
President

APPENDIX A

1981 SALARY RANGE

Correction Officer \$11,000 - \$18,085

APPENDIX B

1982 SALARY RANGE

Correction Officer \$11,400 - \$19,713

707 13 15 02 64.81

Approved as to Form and Legality

Date

P. J. Kaerig J.
County Counsel

July 14, 1981

COUNTY EXECUTIVE AND CLERK TO THE BOARD
AUTHORIZED TO EXECUTE CONTRACT BETWEEN
P.B.A. LOCAL 167 (CORRECTION OFFICERS)
AND THE COUNTY OF MERCER, UPON APPROVAL
BY COUNTY COUNSEL. TWO (2) YEAR CONTRACT -
JANUARY 1, 1981 TO DECEMBER 31, 1982

WHEREAS, P.B.A. Local 167 is the sole and exclusive bargaining agent for the Correction Officers; and,

WHEREAS, it is in the best interest of the County of Mercer to execute the contract, a copy of which is annexed hereto and made a part hereof; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and they are hereby authorized to execute said contract between the Correction Officers 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 forward a copy of this resolution, together with a copy of the contract, to the County Administrator, Personnel Director, P.B.A. Local 167 (Correction Officers) and to PERC (Public Employees Relations Commission).

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

Joyce L. McDaniel

Clerk to the Board

Clerk to the Board

RECORD OF VOTE

FREEHOLDER	Aye	Nay	N.V.	A.B.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	A.B.	Res.	Sec.
Carabelli	X				✓		Sigmund				✓		
Gmitter	X						Watson	X					
Inverso	X					✓	Sollami	X					
Klepper				X									

X—Indicates Vote

A.B.—Absent

N.V.—Not Voting

Res.—Resolution Moved

Sec.—Resolution Seconded