

Contract # 440 39

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
MAY 6 1991  
RUTGERS UNIVERSITY

AGREEMENT

Between

The County of Mercer

And

PBA Local 288

(MERCER COUNTY AIRPORT SECURITY SUPERIOR OFFICERS)

Effective : January 1, 1991  
Expiration: December 31, 1991

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PREAMBLE

This Agreement, dated, \_\_\_\_\_ between the County of Mercer, hereinafter referred to as the "Employer", and PBA Local 288 (Mercer County Airport Security Superior Officers), hereinafter referred to as the "Union".

WHEREAS, the County of Mercer 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 function 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 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 of Mercer 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 Mercer County 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.

2. MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested

in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

3. UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deduction shall be made in compliance with "Title 52 of the Revised Statutes" as amended. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to PBA Local 288 Airport Security Sergeants.

3.3 The Union agrees to indemnify and hold the Employee 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

4.1 The normal work schedule for all employees covered by this agreement shall consist of four (4) consecutive work days followed by four (4) scheduled days off.

The four (4) consecutive working days shall be comprised of two (2), ten (10) hour shifts and two (2), fourteen (14) hour shifts as follows:

- a. Scheduled work day #1 - 10 hours
- b. Scheduled work day #2 - 10 hours
- c. Scheduled work day #3 - 14 hours
- d. Scheduled work day #4 - 14 hours

4.2 The starting time of work shifts shall be determined by the Chief, Airport Security on January 1 of each calendar year.

4.3 Any exceptions to the work schedules/work shifts as outlined above can be made by the Chief, Airport Security upon reasonable notice to those employees so affected.

5.

OVERTIME

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

a. All work performed daily in excess of the regular work shift.

b. All work performed on days scheduled as non-working days on the work schedule referred to in paragraph 4.1 above.

c. All work performed on a holiday plus eight (8) hours holiday pay.

5.2 All work performed in excess of twenty four (24) straight hours shall be compensated at double time.

5.3 To be eligible for the payment of overtime, all employees shall be required to work their normal work week schedule: Authorized sick leave, vacation leave, personal leave or any other authorized leave of absence with pay shall be considered work days for the computation of overtime payments in the paragraph (s) above.

5.4 Overtime pay shall be computed on the basis of the employee's base annual salary, minus any shift differential or longevity divided by 2184 hours.

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

5.6 Employees covered by the provisions of this agreement may receive compensatory time off in lieu of monies earned on overtime.

5.7 The provisions of this Article do not apply to officers who are off duty and not scheduled to work but who may be required to make work-related court appearances.

6.

PAY SCALES OR RATES OF PAY

6.1 The 1991 pay scales for all employees covered by this agreement shall be set forth in Appendix A attached.

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

6.3 The hourly rate of pay for all employees covered by this agreement shall be determined by dividing an employee's base annual salary minus longevity and shift differential by 2184 hours.

6.4 An Airport Security Sergeant who is designated to act in the capacity of Chief, Airport Security shall be paid at the minimum of the salary range for the higher classification or an amount equal to ten (10) percent above his present salary, whichever rate is higher, provided such assignment is authorized in writing, to include the specific time frame for said assignment, by the Airport Administrator or his/her designee.

6.5 Airport Security Sergeants who supervise County Communications Operators will receive a \$250.00 annual stipend payable in December. It is understood that the transfer of communications operators to the County Central Fire Communications Center will terminate the aforementioned stipend payment. Airport Security Sergeants will receive a prorated portion of the stipend for the calender year of the Communications Operators transfer.

7. CALL-IN TIME

7.1 Any employee who is requested and returns to work during periods other than his/her 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.

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/her 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 assignments commences less than two (2) hours prior to the start of his/her

normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

8. REQUIRED WORK-RELATED COURT APPEARANCES

8.1 All officers shall be required to schedule work related court appearances during their normal shifts whenever possible. In the event, that said appearance can not be scheduled during an officers normal work shift, said officer shall be required to notify the Chief, Airport Security of this situation and the reason(s) thereof in writing.

8.2 All officers required to make work related court appearances during off duty hours shall be compensated at the rate of time and one half for all hours spent in court but in no event shall they be paid less that two (2) hours pay at the overtime rate.

To be eligible for this payment, all officers shall be required to meet the requirements of Article 5.2 of this agreement.

Travel time to and from court shall not be considered as time worked for overtime calculations.

9. INSURANCE AND RETIREMENT BENEFITS

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

9.2 The Employer agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program or independent carrier the Employer may choose.

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

9.4 The County agrees to provide a Prescription Drug Program to

eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purpose of this Program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-payment and co-payment generic will be as follows:

Calendar year 1991	\$4.00 co-payment and \$1.00 co-payment generic
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9.5 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 86-580 adopted December 9, 1986.

9.6 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.

10. PAID LEAVES OF ABSENCE

10.1 Bereavement Days. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, or any other relative living in the household of the employee, said employee shall be excused for a period beginning with the day of death or the day after the date of death to one (1) day after the funeral, but in no instance for more than five (5) consecutive days. In the event of the death of a grandparent or grandchild not living in the household of the employee, said employee shall be excused for a period not to exceed one (1) day. The employee will be paid his/her regular hourly rate for any such days of excused absence which occur during his/her normal work schedule. Proof of death and/or living arrangements may be required whenever such proof appears to be reasonable.

10.2 Union Business Days. The Representative or his designee shall be allowed such time off as is necessary to conduct intra-county union business provided that prior approval is requested and authorization granted by the Chief, Mercer County Airport Security; such authorization shall be not be unreasonably denied.

10.3 Occupational Injury Leave. Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability.



Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability in accordance with the eligibility criteria established by the New Jersey Workers' Compensation Law. 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.

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.

The County shall be entitled to renegotiate with the Unit any changes in the County's Occupational Injury Leave Program. In the event the parties are unable to reach agreement on changes, the issue shall be resolved through mediation and, if necessary, interest arbitration.

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

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

b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one (1) eight (8) hour working day per month the remainder of the first calendar year of employment after initial appointment and fifteen (15) , eight (8) hour working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year. Fifteen (15) sick days annually equals 120 sick hours.

c. The minimum sick leave with pay shall accrue to any full-time temporary, full-time provisional, or full-time JTPA employee at the rate of one, eight (8) hour 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. Any employee shall not be reimbursed for accrued sick

leave at the time of termination of his/her employment excepting as provided under Article 9.5.

f. If an employee is absent for reasons that entitle him/her to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

- (1) Failure to so notify his/her supervisor shall be cause for denial of the use of sick leave for that absence.
- (2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

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

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

(3) The Employer may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined by the County Medical Examiner. Such examination shall establish whether the employee is capable of performing his/her normal duties without limitations and the his/her return will not jeopardize the health of the other employees.

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

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

**10.5 Personal Leave.** All full-time permanent employees covered by the provisions of this Agreements shall be entitled to three eight hour days per year leave of absence with pay for personal business which may be taken in one-half day units. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that 48 hours notice cannot be given, said leave may be taken only upon authorization of the Chief, Airport Security. The Chief, Airport Security reserves the right to deny requests for personal days as

conditions warrant but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave. Three (3) personal days annually equals twenty-four (24) personal hours.

11. ABSENCE WITHOUT LEAVE

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

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

12. SENIORITY

12.1 Seniority is defined as an employee's continuous length of service in the title of Airport Security Sergeant beginning with his/her initial date of appointment to rank.

12.2 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.

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

13. HOLIDAYS

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

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

13.2 Holidays enumerated in the paragraph above which fall on a Saturday or Sunday shall be considered the observed holiday for overtime and holiday pay purposes. Holidays which fall within an employee's vacation period shall not be charged against an employee's vacation leave.

13.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his/her full regularly scheduled workdays before and after the

holiday, unless such absence is authorized with pay or ordered.

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

14. GRIEVANCE PROCEDURE

14.1 A grievance is defined as a claimed breach, misinterpretation, or improper application of the terms of this Agreement.

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

Step One: The Union Steward or employee, or both, shall take up the grievance with Chief of Airport Security within five (5) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Chief of Airport Security shall meet with the employee to discuss the grievance. The Chief of Airport Security shall render a decision in writing within five (5) days after the meeting.

Step Two: The Union Steward or employee, or both, shall take up the grievance with the Airport Administrator or his/her designee within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Airport Administrator or his/her designee shall meet with the grievant to discuss the grievance. The Airport Administrator or his/her designee shall render a decision in writing within five (5) days after the meeting.

Step Three: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the Director, Department of Public Works, within five (5) days from receipt of the response from the Airport Administrator. No later than five (5) days after receipt of grievance, the Director shall meet with the grievant to discuss the grievance. The Director shall give an answer in writing no later than five (5) days after the meeting.

Step Four: If the grievance is still unsettled, it shall be presented in writing to the County Administrator or his/her designee within five (5) days from receipt of the response of the department director. No later than ten (10) days after receipt of grievance, the County Administrator or his/her designee shall meet with the employee to discuss the grievance. The County Administrator or his/her designee shall give an answer in writing no later than ten (10) days after the meeting.

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

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

14.3 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees, and employment representatives regarding matters of employee representation, during working hours and without loss of pay provided, however, all said employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

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

15. DISCIPLINE/DISCHARGE

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

15.2 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five days at one time; suspensions or fines more than three times or for an aggregate of more than fifteen (15) days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his/her statutory right of appeal to the Civil Service Commission and shall be precluded from having the Union move his/her appeal to binding arbitration.

b. The Union, in behalf of a permanent employee against whom disciplinary action has been taken which does not result in penalty enumerated in paragraph 16.2 (a) above, shall have the a right to appeal this disciplinary action to binding arbitration in accordance with Step V of the Grievance Procedure.

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

16. SAFETY AND HEALTH

16.1 The Employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools, or devices deemed necessary in order to ensure their safety and health. When such materials are issued, they shall be used. Failure to utilize said safety materials when issued shall be cause for disciplinary action.

17. EQUAL TREATMENT

17.1 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.

17.2 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.

18. WORK RULES

18.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. such rules shall be equitable applied and enforced.

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. Eight (8) hours 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, ninety-six (96) hours of vacation.

c. From beginning of sixth year to completion of tenth year, one hundred twenty (120) hours of vacation.

d. From beginning of eleventh year to completion of fifteenth year, one hundred sixty (160) hours of vacation.

e. After completion of fifteenth year, two hundred (200) hours of vacation.

19.3 Annual vacation leave with pay for all full-time temporary, full-time provisional, and JTPA employees shall be earned at the rate of eight (8) hours 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 one day's pay in addition to regular day's pay and shall not lose vacation day or days.

19.6 Vacation allowance must be taken during the current calendar year unless the Director, Department of Public Works determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of ten (10) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding calendar 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 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/her credit any vacation leave, there shall be calculated and paid to his/her estate a sum of money equal to the compensation figured on his/her 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. SHIFT PAY

20.1 Employees working the fourteen (14) hour night shift shall receive in addition to their regular hourly rate of pay, thirty-five (35) cents per hour for all hours worked on that shift.

21. LONGEVITY

21.1 Every full-time employee 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.

Effective January 1, 1991 the longevity payment schedule is as follows:

5 year	\$ 300
10 year	\$ 700
15 year	\$1100
20 year	\$1600
25 year	\$2000
30 year	\$2400
35 year	\$2800
40 year	\$3200
45 year	\$3600

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 Mercer County for the purposes of determining the completion of said cumulative periods of service with Mercer County. Nothing contained in this Article



shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the adoption of this Agreement.

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

22. WORK UNIFORMS

22.1 The County agrees to provide all Airport Security Sergeants the appropriate insignia of rank upon their promotion to that title. Any additional required uniform items shall initially be provided by the County.

22.2 It shall be the employees' responsibility to maintain their uniforms in good order and further to replace any uniform item that does not meet the County's uniform dress standards as determined by the Chief, Airport Security.

22.3 Employees shall be required to return all uniform items to the County upon their termination or retirement.

23. UNIFORM ALLOWANCE

23.1 The County agrees to pay each full-time employee covered by the terms of this Agreement an annual uniform allowance in the amount of \$550 for calendar year 1991. This uniform allowance shall be used by the employee for the replacement and/or maintenance of his/her uniform. Said allowance shall be earned on a monthly basis, provided the employee works a minimum of one (1) day in any calendar month and shall be paid in two equal installments during the months of June and December.

23.2 New employees, retired employees, deceased employees on an authorized Leave of Absence excepting educational leaves of absence shall be paid a prorated share of the uniform allowance on the basis of the number of full calendar months worked.

23.3 Employees who voluntarily terminate their employment with the Employer, excepting as provided in Paragraph 23.2 above, or whose employment is terminated for cause, shall not be entitled to payment of the clothing maintenance allowance or any prorated portion thereof.

23.4 The annual uniform allowance shall only be applicable and paid to those employees who are uniformed and actively at work.

24. CLASSIFICATIONS AND JOB DESCRIPTIONS

24.1 The classifications for employees covered by this Agreement

are attached hereto as Appendix A and by reference are made part of this Agreement.

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

25. STRIKES AND LOCKOUTS

25.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

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

26. OUTSIDE EMPLOYMENT

26.1 Any employee covered by the provisions of this Agreement shall be entitled to hold outside employment, provided, however, that all relevant details regarding this employment shall be submitted to the Department Director in writing for his/her approval and, further, that said approval shall not be unreasonably withheld.

27. GENERAL PROVISIONS

27.1 The Employer agrees to make available one (1) bulletin board at Airport Security Headquarters. Said bulletin board shall be used for posting of the following notice: Union meetings, Union election, Union election returns, Union appointments to office, and Union recreational or social affairs. Such notices shall first be approved by the Chief, Airport Security.

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

27.3 For purposes of this Agreement, a permanent employee shall be defined as a Patrolman who has successfully completed a one (1) year probationary period, said probationary period to

commence upon the completion of the Police Training academy.

27.4 The Employer agrees to compensate those Airport Security Sergeants whose personal property is damaged in the performance of their official duties to include eyeglasses and watches. Said compensation shall be reduced and mitigated by normal depreciation factors, and any insurance benefits payable to an Officer for his/her loss shall represent payment-in-full for the sustained loss.

27.5 Legal representation shall be provided to all employees covered by the terms of this Agreement, in accordance with established County policy and/or statutory authority, for any offenses or suits that may arise out of the lawful discharge and performance of their officially sworn duties as Airport Security Sergeants.

The Mercer County Counsel's Office shall be the controlling agency with respect to the proper application and administration of this Article. Any decision they render with respect to the provision of legal representation shall be dispositive of the issue and shall not be the subject of a grievance or arbitration.

28.

#### BILL OF RIGHTS

In order to safeguard fundamental rights for Airport Security Sergeants employed by the County of Mercer, it is agreed that:

28.1 Except when on duty or acting in his official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided his position as a law enforcement officer is not used in any way, whether directly or indirectly while engaging in said political activities. As employed herein, the term "law enforcement officer" shall mean any permanent Airport Security Sergeant.

28.2 Whenever a law enforcement officer has received notice that he is under formal investigation after receipt of a filed complaint shall be in the form of the Notification of Complaint attached hereto, for alleged malfeasance, misfeasance, nonfeasance of official duty, with view toward possible disciplinary action, demotion, dismissal, or criminal charges, the following minimum standards shall apply.

a. Any formal interrogation or a law enforcement officer, whether as a subject of the investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officers home unless the home is specifically involved in the

complaint, and preferable when the employee is on duty. A member of the department shall be compensated for lost time accruing from investigation in accordance with existing Department policy. The questioning of an officer shall be conducted at a reasonable hour in a non-coercive manner, without threat, or promise of reward. The questioning shall be of a reasonable duration and rest periods allowed. Time shall be provided for all personal necessities, meals, and telephone calls as are reasonably necessary. The law enforcement officer shall be entitled to the presence of his counsel or any other person of his choice at any interrogation in connection with the investigation.

b. The law enforcement officer being investigated shall be informed at the commencement of any interrogation of the nature of the investigation, including whether the officer is a target of the investigation if known, the statute, rule, or regulation allegedly violated, if known, the names and addresses of any complainants, and the identity and authority of those conducting the investigation. This shall not preclude the employer from subsequently modifying, amending, or changing the statute, rule, or regulation under which the charges are brought. Also, at the commencement of any interrogation of such officer in connection with any such investigation the officer shall be informed of the identity of all persons present during such interrogation. All questions asked any such interrogation whenever practicable, shall be asked by or through a single interrogator.

c. No formal hearing by means of which a law enforcement officer may be disciplined or penalized may be brought except upon charges signed by the persons making those charges.

d. The interrogation of the employee concerned shall be recorded mechanically or by written form. "Off the record" questions shall not be permitted. Any recesses called during the interrogation shall be recorded.

e. If an officer is placed under arrest or is likely to be placed under arrest for a criminal offense, he shall be afforded all rights, and in addition, he shall be given the following warning prior to the commencement of any interrogation:

"I am advising you that you are being questioned as a part of an official investigation. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all rights and privileges guaranteed by the laws of the State of New Jersey, including the Constitution of this State, and the Constitution of the United States, including the right to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation.

I further advise you that if you refuse to testify or to

answer questions relating to the performance of your official duties, you will be subject to Department charges which could result in your dismissal from employment. If you do answer questions, neither your statements nor information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent Department charges."

f. It is understood that the provisions of paragraph 16.1 shall not preclude initial or preliminary inquiries by the employer and shall only apply upon the commencement of a formal investigation or the filing of a complaint.

28.3 All investigations against law enforcement officers shall be conducted expeditiously. At least every two (2) months after the commencement of such investigation, as determined by the date that the notification of the complaint is served upon the officer, the officer, if he so requests, is to be informed of the status of the pending investigation. If charges are to be brought against the officer, they should be brought as promptly as possible to ensure that no unnecessary delay occurs which might prejudice the officer's defense; and, unless unusual circumstances exist, no officer should be prosecuted by the Department for alleged infraction of any rule if more than ninety (90) days transpire between the date the Director of Public Works or appropriate superior officer had knowledge or should reasonably have had knowledge of the alleged infraction by virtue of information that is normally transmitted to him by routine administrative processes and the service of the preliminary Notice of Disciplinary action.

28.4 There shall be removed from an officer's personnel file all papers, notes, and copies thereof relating to an investigation of a law enforcement officer when the investigation does not result in any disciplinary action or when the officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The officer may on proper notice inspect these materials at the discretion of the Director of Public Works.

28.5 No law enforcement officer shall be required to disclose, for any purpose of promotion or assignment, any information concerning his property, income, assets, debts, or expenditures or those of any member of such officer's household, except where such information relates directly to the officer's assignment of duties.

No officer shall be required to take any lie detector or other test designed to determine the truthfulness of any statement as part of any investigation or as a condition of employment.

28.6 There shall be no penalty or threat of any penalty for the exercise by a law enforcement officer of his rights under this Bill of Rights.

29.

SEPARABILITY AND SAVINGS

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

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

30.

TERMINATION

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

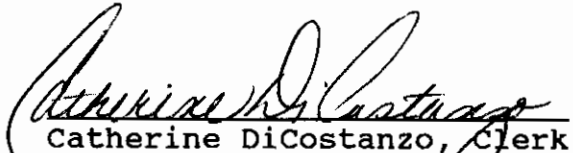
30.2 This Agreement shall be effective as of the first day of January 1991 and shall remain in full force and effect until the 31st day of December 1991. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be by certified mail by October 1 of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than 60 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

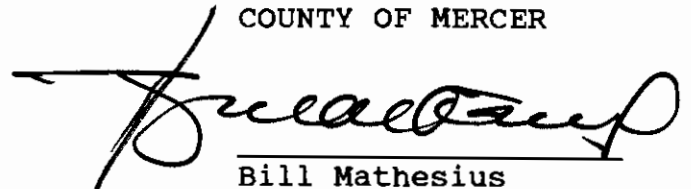
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their proper officers and attested to on the day of March 18, 1991.

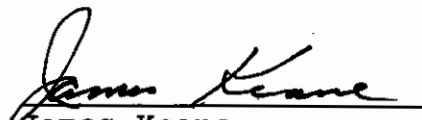
ATTEST:

  
Catherine DiCostanzo, Clerk  
Board of Chosen Freeholders

COUNTY OF MERCER

  
Bill Mathesius  
County Executive

ATTEST:

  
James Keane  
Airport Security  
Sergeant

PBA LOCAL 288

  
Richard Smith  
Airport Security  
Sergeant

APPENDIX A

January 1, 1991 Salary

Airport Security Sergeant \$30,160

July 1, 1991 Salary

Airport Security Sergeant \$30,763