COUNTY OF MERCER
McDADE ADMINISTRATION BUILDING
640 SOUTH BROAD STREET
P.O. BOX 8068
TRENTON, NEW JERSEY 08650-0068
(609) 989-6584
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JERLENE H. WORTHY, CLERK
BOARD OF CHOSEN FREEHOLDERS

LISA M. VENA
DEPUTY CLERK

November 18, 2008

Mr. Kevin O'Connor, Secretary/Treasurer
Teamsters No. 102 (Engineer Professional Staff)
446 Morris Avenue
Springfield, New Jersey 07081

Dear Mr. O'Connor:

Enclosed please find an executed copy of the Contract between Teamsters Local Union No. 102 (Engineer Professional Staff) and the County of Mercer.

This document has been signed by the County Executive and Clerk to the Board.

Also enclosed is a certified copy of Resolution No. 2008-529, which authorizes the execution of said Contract.

Please retain these copies for your files.

Very truly yours,

Jerlene H. Worthy

Jerlene H. Worthy
Clerk to the Board
Mercer County Board
Of Chosen Freeholders

JHW/rs
Encls. (2)
cc: Andrew A. Mair, County Administrator
Raissa L. Walker, Office of Employee Relations ✓
David J. Miller, Finance
IMLR Library

COUNTY OF MERCER, NEW JERSEY *RESOLUTION NO. 2008-* 529

Approved as to Form and Legality

County Counsel

Date

November 13, 2008

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A CONTRACT BETWEEN TEAMSTERS LOCAL UNION NO. 102, (ENGINEER PROFESSIONAL STAFF) AND THE COUNTY OF MERCER. FIVE (5) YEAR CONTRACT: JANUARY 1, 2008 TO DECEMBER 31, 2012

WHEREAS, Teamsters Local 102 is the sole and exclusive bargaining agent for the Engineer Professional Staff; and,

WHEREAS, a negotiated contract has been ratified by the Union; and,

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

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said Contract between the Teamsters Local No. 102 (Engineer Professional Staff) and the County of Mercer with a five (5) year contract from January 1, 2008 to December 31, 2012, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a certified copy of this Resolution, together with an executed copy of the Contract, to the Teamsters No. 102 (Engineer Professional Staff), County Administrator, Personnel Director, County Treasurer, and IMLR Library.

Clerk to the Board

RECORD OF VOTE

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

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

AGREEMENT

BETWEEN

THE COUNTY OF MERCER

AND

TEAMSTERS UNION LOCAL NO. 102

(ENGINEERS PROFESSIONAL)

Effective: January 1, 2008
Expiration Date: December 31, 2012

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Appendix

The following represents the agreement between the County of Mercer and Teamsters Local No. 102 (Engineers Professional Staff) for the period January 1, 2008 to December 31, 2012.

Kevin O'Connor Secretary/Treasurer Teamsters	Andrew A. Mair. County Administrator County of Mercer

PREAMBLE

This Agreement, dated November 13, 2008 between the County of Mercer, hereinafter referred to as the "County", and Teamster Union Local Number 102, 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 of 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 County and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled;

WHEREAS, the County and the Union entered into an Agreement on November 13, 2008 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 County 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 County 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 County.

3. UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the County agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with "Title 52 of the Revised Statutes" as amended by Chapter 345, P.L. 1981. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the County and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the County and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to Teamster Union Local 102. Existing written authorization for dues deduction to an employee organization other than Teamsters Union Local 102 must be terminated within sixty (60) days of the date of execution of this Agreement.

3.3 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment with 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 County.

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 County.

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.

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

4. WORK SCHEDULE

4.1 The weekly work schedule shall consist of five (5) consecutive days, Monday through Friday, inclusive.

4.2 The regular work shift shall be for a period of seven (7) work hours per day with a one (1) hour unpaid lunch period.

4.3 The weekly work schedule and the starting time of work shifts shall be determined by the County and may be changed by giving the employees and Union a minimum of two (2) weeks advance notice. If such changes are contemplated, the County will meet in advance with the Union to discuss these changes prior to implementation. In emergency situations, the work schedule and starting times of work shifts may be changed at the discretion of the County.

5. OVERTIME

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

a. All work performed in excess of thirty-five (35) hours weekly.

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

a. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.

b. All non scheduled work performed on a holiday plus the regular day's pay.

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

Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 35 hours worked weekly, excluding meal periods. Overtime compensation at the rate of time and one-half an employee's straight-time hourly rate of pay shall be paid for work performed in excess of thirty-five (35) hours weekly, excluding meal periods.

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

5.5 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 The County agrees to provide a meal allowance for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked four (4) hours overtime or is called in on an emergency basis before his normal starting time and works through his regular meal period. Employees so entitled, based on the above criteria, will be paid a meal allowance at the rate of $8.00, $12.00, and $20.00 for breakfast, lunch and dinner, respectively. Employees working authorized, regularly scheduled overtime will not be entitled to a meal allowance.

5.7 Employees may receive compensatory time in lieu of wages based on the following schedule subject to final approval from the Employer. The Employer will provide cash or compensatory time at the Employer's discretion in compliance with the Fair Labor Standards Act and New Jersey Wage and Hour Law.

a. Hours thirty-five (35) through forty (40) compensatory time earned hour for hour.

b. Work performed in excess of forty (40) hours will be paid at the rate of one and one half (1 ½) hours for every hour worked.

6. PAY SCALES OR RATES OF PAY

6.1 The 2008, 2009, 2010, 2011 and 2012 pay scales for all employees covered by this Agreement shall be as 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 County and the Union.

6.3 Salary increases for each calendar year shall be implemented in accordance with the following schedule:

a. Effective January 1, 2008 the step guide will be changed from twelve (12) steps to ten (10) steps with equal increments.

b. Effective January 1, 2008 all employees not at their maximum step shall receive a 2.75% salary increase. Those employees at their maximum step shall receive a 3.6% salary increase.

c. Effective July 1, 2008 all employees in grade January 1, 2008 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedules attached. If an employee is off step as of January 1, employee will only be eligible to move on step (no additional step is given). Employees must attain a satisfactory performance evaluation to be eligible for this increment.

d. Effective January 1, 2009 all employees not at their maximum step shall receive a 2.75% salary increase. Those employees at their maximum step shall receive a 3.6% salary increase.

e. Effective July 1, 2009 all employees in grade January 1, 2009 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedules attached. If an employee is off step as of January 1, employee will only be eligible to move on step (no additional step is given). Employees must attain a satisfactory performance evaluation to be eligible for this increment.

f. Effective January 1, 2010 all employees will receive a three (3%) percent salary increase.

g. Effective July 1, 2010 all employees in grade January 1, 2010 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedules attached. If an employee is off step as of January 1, employee will only be eligible to move on step (no additional step is given). Employees must attain a satisfactory performance evaluation to be eligible for this increment.

h. Effective January 1, 2011 all employees will receive a three (3%) percent salary increase.

i. Effective July 1, 2011, all employees in grade January 1, 2011 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedule attached. If an employee is off step as of January 1, employee will only be eligible to move on step (no additional step is given). Employees must attain a satisfactory performance evaluation to be eligible for this increment.

j. Effective January 1, 2012 the step guide will be changed from 10 steps to 8 steps with equal increments.

k. Effective January 1, 2012 all employees will receive a three and one half (3.5%) percent salary increase.

l. Effective July 1, 2012, all employees in grade January 1, 2012 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedule attached. If an employee is off step

as of January 1, employee will only be eligible to move on step (no additional step is given). Employees must attain a satisfactory performance evaluation to be eligible for this increment.

m. Effective January 1, 2004 an engineering/planning stipend of $600.00 will be paid to all employees of this unit with twenty (20) years of service. Employees with fifteen (15) years of service will receive $400.00 and employees with ten (10) years of service will receive $200.00 under this stipend. This stipend to be paid with the employee's regular pay.

6.4 Those employees in this unit who receive a promotion to a higher classification shall receive a minimum salary increase of five (5) percent, and shall be placed on the next step in either January or July following the promotion. The anniversary date for such employees shall not change.

7. CALL-IN TIME

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

7.2 In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner.

a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all ours 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 and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

8. INSURANCE AND RETIREMENT BENEFITS

8.1 The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New

Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of 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.

8.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees as required by law. Said insurance will continue under any self-insurance program or independent carrier the County may choose.

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

8.4 The County agrees to provide a co-payment Prescription Drug Program ($12.00 brand name and $4.00 generic drugs for the duration of this contract) 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 newly hired employees shall be defined as full-time permanent employees only.

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

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

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

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

8.9 Effective January 1, 2007, each active employee except those with single coverage shall have deducted from his or her salary $24.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage will have deducted $19.00 per pay period deducted for such medical, dental and prescription drug insurance coverage.

Effective January 1, 2010, each active employee except those with single coverage shall have deducted from his or her salary $26.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have

$21.00 per pay period deducted for such medical, dental and prescription drug insurance coverage.

Effective January 1, 2012, each active employee except those with single coverage shall have deducted from his or her salary $28.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have $23.00 per pay period deducted for such medical, dental and prescription drug insurance coverage. There shall be no other increase in the health co-payment for the duration of this contract.

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

9. PAID LEAVES OF ABSENCE

9.1 BEREAVEMENT DAYS - In the event of the death of a member of the immediate family of any employee covered by the Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepparent, stepgrandparent, stepchild, brother-in-law or sister-in-law, said employee shall be excused for a period not to exceed five (5) consecutive working days within a seven-day period for bereavement purposes beginning with the day of death. The employee will be paid his regular hourly rate of pay for any such days of excused absence which occur during his/her normal work week, but in no event more than seven (7) hours pay, straight time. The County may require proof of death or living arrangement whenever said proof appears reasonable.

9.2 UNION BUSINESS DAYS - The Union President and/or his/her designee shall be allowed such time off as is necessary to conduct intra-county Union business, provided that prior approval is requested and authorization granted by the division director; such authorization shall not be unreasonable denied.

9.3 OCCUPATIONAL INJURY LEAVE - Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the County's adaptation of New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability. This adaptation shall be 70% of the employee's wage, with no maximum salary cap.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability commencing the day after the date of injury or illness. Said employees shall also receive sick and vacation credits during the period of their disability. Personal leave credits shall not accrue during this period of disability.

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

9.4 SICK LEAVE - All full-time permanent, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay.

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

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

c. The minimum sick leave with pay shall accrue to any full-time temporary and full-time provisional employee at the rate of one 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/her employment excepting as provided under Article entitled, "Insurance and Retirement Benefits".

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 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 return to duty, to be examined by the County Medical Examiner or by a physician designated by the Medical Examiner. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.

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

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

9.5 SICK LEAVE BUY BACK - Full-time employees having accumulated ten (10) or more of their fifteen (15) sick days for that year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick leave pay option must exercise this option by December 1 of the year in which the requirements have been met. An employee shall make this request in writing to the Designated Chief, Personnel Officer. Any decision to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

9.6 PERSONAL LEAVE - All employees covered by the provisions of this leave Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken on hourly units. Said leave shall not be taken unless 48 hours notice has been given to the employee's supervisor, except in the case of an unforeseen personal emergency which requires 24 hours advance notice to the employee's supervisor. The Employer reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave.

9.7 JURY DUTY - All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to report to work for the remainder of his/her shift if released from jury duty prior to 12:00 noon.

In the event that an employee serving on jury duty is released after 12:00 noon, said employee shall not be required to report to work for the remainder of his/her shift.

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

10. ABSENCE WITHOUT LEAVE

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

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

11. NON-PAID LEAVES OF ABSENCE

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

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

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

12. CHILD CARE/MATERNITY LEAVE

12.1 Notwithstanding the provisions of Article 9.4 (Sick Leave with Pay) a permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of six (6) months. Said leave shall commence effective upon the date of birth of the employee's child and may be extend an additional six (6) months. Under no circumstances shall this leave of absence be extended beyond this one-year period.

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

13. SENIORITY

13.1 Seniority is defined as an employee's total continuous length of service with the county beginning with his/her initial date of hire. Any authorized leave of absence is considered to be continuous service.

13.2 When more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made.

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

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

14. HOLIDAYS

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

New Year's Day	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

14.2 Holidays which fall within an employees vacation period shall not be charged as vacation time.

14.3 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 workday before and after the holiday, unless such absence is authorized with pay or ordered.

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

15. PERFORMANCE ASSESSMENT REVIEW

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

15.2 The employee shall evaluate his/her performance and the Supervisor shall evaluate the employee's performance, independent of each other, every twelve (12) months. The employee and supervisor shall exchange and discuss their evaluations at the annual conference which shall be scheduled by the supervisor at a mutually convenient time.

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

16. GRIEVANCE PROCEDURE

16.1 A grievance is defined as:

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

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

A claimed grievance shall be discussed between the employee and a 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 the employee's department head within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of the grievance, the department head shall meet with the grievant to discuss the grievance. The department head shall render a decision in writing within five (5) days after the meeting.

Step Two: 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 Three: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the County Administrator and/or his/her designee is due, by written notice to the County Administrator 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 the Agreement.

16.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the County 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.

16.3 The Union will notify the County 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 matter of employee representation, during working hours and without loss of pay provide, however, all said employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

16.4 Representatives of the Union who are not employees previously accredited to the County 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 unreasonably withheld.

17. DISCIPLINE/DISCHARGE

17.1 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.

17.2 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 (5) days at one time; suspensions or fines more than three (3) 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 with the Civil Service Commission and shall be precluded from having the Union move his appeal to binding arbitration.

b. A permanent, provisional or unclassified employee against whom disciplinary action has been taken which resulted in a suspension or fine of three (3) days or less shall have the right to appeal this minor disciplinary action to the County in accordance with Step 2 of the Grievance procedure. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of four (4)

days or more shall have the right to appeal this disciplinary action to binding arbitration in accordance with the Grievance Procedure.

18. SAFETY AND HEALTH

18.1 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.

18.2 Effective January 1, 2004, the Employer shall provide a one-time safety shoe allowance of one hundred fifty ($150.00) dollars to be paid with the Employee's regular pay.

18.3 Effective January 1, 2004, the Employer shall provide a one-time clothing maintenance allowance of $350.00 to be paid with the employee's regular pay.

19. EQUAL TREATMENT

19.1 The Employer agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the workplace.

19.2 The County and the Union agree not to interfere with the right of the employees to become or not to become members of the Union and further that there shall be not discrimination or coercion against any employee because of Union membership or non-membership.

20. WORK RULES

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

20.2 Employees may review their personnel file once a year and may receive a copy of any documents in the file.

20.3 Letters of reprimand shall be deleted after one year from the date of the letter of reprimand.

21. ANNUAL VACATION LEAVE

21.1 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.

21.2 Annual 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 working days.

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

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

e. From completion of fifteenth year to completion of nineteenth (19) year, twenty-five (25) working days.

f. From beginning of twentieth (20) year, thirty (30) working days.

21.3 Annual vacation leave with pay for all full-time temporary and full-time provisional employees shall be earned at the rate of one (1) day per month. Employees should be granted a vacation day, absent operational emergency if 24 hours advance notice is given.

21.4 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 payday immediately preceding his vacation period.

21.5 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.

21.6 Vacation allowance must be taken during the current calendar year unless the Employer determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of fifteen (15) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding year up to a maximum of twenty-five (25) vacation days.

21.7 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.

21.8 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation

or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his/her credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary at the time of death.

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

21.10 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.

22. LONGEVITY

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

The longevity payment schedule is as follows:

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

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 period 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 adoption of this contract.

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

23. DRUG TESTING

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

24. CLASSIFICATION AND JOB DESCRIPTION

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

24.2 County will comply with Department of Personnel rules and regulations regarding job classifications and descriptions.

25. CONTRACTING OUT

25.1 With respect to the utilization of unit employees where the County intends to contract or subcontract work, when determined by the County Engineer and the Director of Transportation and Infrastructure as appropriate the County shall utilize the personnel on staff in the Engineering Department to perform any and all engineering services required for the execution of any project undertaken by the County. These services shall include but not be restricted to preliminary surveys, design, estimates of quantities, construction layout, inspection of construction, as-built quantities and plans and/or detour plans.

26. STRIKES AND LOCKOUTS

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

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

27. GENERAL PROVISIONS

27.1 The provisions of this Agreement shall only apply to those employees in the unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees whose employment was terminated by death or retirement prior to the date of the execution of the agreement.

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

28. SEPARABILITY AND SAVINGS

28.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, enforceable, 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 the request of either party, the parties agree to meet immediately and renegotiate any provisions so affected.

29. TERMINATION

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

29.2 This Agreement shall be effective as of the first day of January 2008, and shall remain in full force and effect until the 31st day of December 2012. 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 1st of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 13th day of November 2008

ATTEST:

Jerlene Worthy, Clerk
Board of Freeholders

COUNTY OF MERCER

Brian M. Hughes
County Executive

ATTEST:

John M. Williamson
Negotiating Committee

TEAMSTER UNION LOCAL NO. 102

Kevin O'Connor
Secretary-Treasurer

_____

Negotiating Committee

APPENDIX A

Title	Range	Hours
Assistant Engineer	Q01	35
Senior Engineer	Q02	35
Principal Engineer	Q03	35

APPENDIX B

ENGINEER PROFESSIONAL STAFF

JANUARY 1, 2008 COMPENSATION SCHEDULE

(2.75% INC STEP 1 & 3.6% INC to 2007 STEP 12 - RANGES THEN EQUALIZED TO 10 STEPS)

RANGE	1	2	3	4	5	6	7	8	9	10
Q01	$46,467	$48,580	$50,693	$52,806	$54,919	$57,032	$59,145	$61,258	$63,371	$65,488
Q02	$53,357	$55,790	$58,223	$60,656	$63,089	$65,522	$67,955	$70,388	$72,821	$75,255
Q03	$60,246	$62,999	$65,752	$68,505	$71,258	$74,011	$76,764	$79,517	$82,270	$85,026

JANUARY 1, 2009 COMPENSATION SCHEDULE - (2.75% INC STEPS 1-9 & 3.6% INC STEP 10)

RANGE	1	2	3	4	5	6	7	8	9	10
Q01	$47,745	$49,916	$52,087	$54,258	$56,429	$58,600	$60,772	$62,943	$65,114	$67,846
Q02	$54,824	$57,324	$59,824	$62,324	$64,824	$67,324	$69,824	$72,324	$74,824	$77,964
Q03	$61,903	$64,732	$67,560	$70,389	$73,218	$76,046	$78,875	$81,704	$84,532	$88,087

JANUARY 1, 2010 COMPENSATION SCHEDULE - (3% INC.)

RANGE	1	2	3	4	5	6	7	8	9	10
Q01	$49,177	$51,413	$53,650	$55,886	$58,122	$60,358	$62,595	$64,831	$67,067	$69,881
Q02	$56,469	$59,044	$61,619	$64,194	$66,769	$69,344	$71,919	$74,494	$77,068	$80,303
Q03	$63,760	$66,673	$69,587	$72,501	$75,414	$78,328	$81,241	$84,155	$87,068	$90,730

JANUARY 1, 2011 COMPENSATION SCHEDULE - (3% INC.)

RANGE	1	2	3	4	5	6	7	8	9	10
Q01	$50,653	$52,956	$55,259	$57,563	$59,866	$62,169	$64,473	$66,776	$69,079	$71,977
Q02	$58,163	$60,815	$63,468	$66,120	$68,772	$71,424	$74,076	$76,728	$79,381	$82,712
Q03	$65,673	$68,674	$71,675	$74,676	$77,677	$80,678	$83,679	$86,680	$89,680	$93,452

JANUARY 1, 2012 COMPENSATION SCHEDULE - (3.5% INC.)

RANGE	1	2	3	4	5	6	7	8
Q01	$52,425	$55,578	$58,731	$61,884	$65,037	$68,190	$71,343	$74,497
Q02	$60,199	$63,829	$67,459	$71,089	$74,719	$78,349	$81,979	$85,607
Q03	$67,971	$72,078	$76,185	$80,292	$84,399	$88,506	$92,613	$96,723