



JERLENE H. WORTHY, CLERK
BOARD OF COUNTY COMMISSIONERS

COUNTY OF MERCER
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LISA M. VENA
DEPUTY CLERK

July 20, 2021

Mr. Vincent Minchino, Business Agent
Teamsters Local No. 469
3400 Highway 35
Executive Plaza, Suite 7
Hazlet, NJ 07730

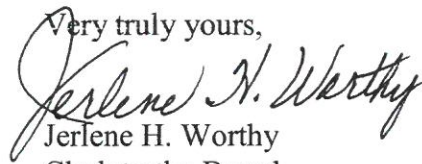
Dear Mr. Minchino,

Enclosed please find one (1) executed copy of the Contract between Teamsters 469 (Public Safety Professional Unit) and the County of Mercer for a period of January 1, 2020 to December 31, 2022.

These documents have been signed by the County Executive and Clerk to the Board.

Also enclosed please find one (1) certified copy of Resolution No. 2021-407, which authorizes the execution of said Contract.

Please retain these copies for your files.

Very truly yours,

Jerlene H. Worthy
Clerk to the Board
Mercer County Board
Of Commissioners

JHW/kd

Encls. (2)

cc: Lillian L. Nazzaro, County Administrator
Raissa L. Walker, Personnel Director ✓
David J. Miller, Chief Financial Officer/Treasurer
IMLR Library

Approved as to Form and Legality

Date

[Handwritten Signature]

July 15, 2021

County Counsel

COUNTY EXECUTIVE AND CLERK TO THE BOARD
 AUTHORIZED TO EXECUTE A CONTRACT BETWEEN
 TEAMSTERS 469 (PUBLIC SAFETY PROFESSIONAL
 UNIT) AND THE COUNTY OF MERCER. PERIOD:
 JANUARY 1, 2020 TO DECEMBER 31, 2022.

WHEREAS, Teamsters 469 the sole and exclusive bargaining agent for the Public Safety Professional Unit; 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 Teamsters 469 (Public Safety Professional Unit) and the County of Mercer for a three (3) year period from January 1, 2020 to December 31, 2022, upon approval as to form and execution by 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 Teamsters 469 (Public Safety Professional Unit), the County Administrator, Personnel Director, County Treasurer, and the IMLR Library.

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

[Handwritten Signature]

Mercer County Board of Commissioners

Clerk to the Board

RECORD OF VOTE

COMMISSIONERS							COMMISSIONERS						
	Aye	Nay	N.V.	Abs.	Res.	Sec.		Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				✓		Melker				X		
Cimino				X			Walter	X					✓
Colavita				X			Frisby	X					
Koontz	X												

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

A G R E E M E N T

Between

THE COUNTY OF MERCER

and

**TEAMSTERS LOCAL NUMBER 469
(PUBLIC SAFETY PROFESSIONAL UNIT)**

**Effective: January 1, 2020
Expiration: December 31, 2022**

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PREAMBLE

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 interest of the County and the citizens of Mercer County; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County 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 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, this agreement, dated _____, between the County of Mercer, hereinafter referred to as the "Employer", and Teamster Local # 469, hereinafter referred to as the "Union"; and

WHEREAS, the Employer and the Union entered into an Agreement on _____, which Agreement was approved by the parties;

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, initiation fees and any other fees

imposed by the union, 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. Such deductions shall be made in compliance with "Title 52 of the Revised Statutes" as amended. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of Withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to Teamster Local Number 469.

3.3 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts of the deduction shall be certified to the Employer by the Treasurer of the Local and the aggregate deductions of employees shall be remitted to Teamster Local #469, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made.

The Union and Employer agree to comply with the provisions set forth in the Workplace Democracy Enhancement Act, 2018 N.J.S.A. 34:13A-5.11

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

4. **WORK SCHEDULES**

4.1 The weekly work schedule shall consist of seven (7) consecutive days, Monday through Sunday, or as scheduled at the County Correction Center covered by this agreement.

4.2 The weekly work schedule and the starting time of work shifts shall be determined by the employer after consultation with the Union and shall be changed by giving the employees and Union a minimum of two (2) weeks advance notice. In emergency situations, the work schedules and starting time of work shifts may be changed at the discretion of the employer.

5. **OVERTIME**

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

- a. All work performed in excess of 35 hours weekly.
- b. All work performed on a holiday plus the regular day's pay.
- c. All work performed on a Saturday for those employees not scheduled to

work and beyond the 35 hour or 40 hour workweek.

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

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

b. All work performed on a Sunday for those employees not scheduled to work and beyond the 35 hour or 40 hour workweek.

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

5.4 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 35 hours weekly, excluding meals.

5.5 The Employer agrees to provide a meal allowance for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked two (2) hours overtime or is called in on an emergency basis before his normal starting time and works through his regular meal period. Employees so entitled, based on the above criteria, will be paid a meal allowance pursuant to County policy.

Employees working authorized, regularly scheduled over-time on Saturday, Sunday, or holidays will not be entitled to a meal allowance.

5.6 All employees covered by the provisions of this Article shall be entitled to elect to be paid for authorized overtime hours worked in accordance with the paragraphs 5.1 and 5.2 above or to be given compensatory time off on an hour-for-hour basis subject to final approval from the Employer. If the Employer and employee agree that the employee may be compensated for overtime hours worked with the use of compensatory time, the Employee shall be entitled to use compensatory time. If the Employer and employee agree that the employee may be compensated for overtime hours worked with pay at the employee's overtime rate, the

Employee shall be entitled to be paid at the employee's overtime rate. If the Employer and employee do not agree on how the employee should be compensated for overtime hours worked (compensatory time or payment at overtime rate), then the employee shall be paid at the employee's overtime rate. The ability to use compensatory time shall not be unreasonably withheld.

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

6. **PAY SCALES - RATES OF PAY**

6.1 The rates of pay for all employees covered by this Agreement for calendar years 2020, 2021, and 2022, shall be as set forth in the Compensation Schedules attached.

6.2 During the term of this Agreement, the compensation schedule and salary guides included in Appendix B will not be changed unless by mutual consent of the Employer and the Union.

6.3 The salary package for calendar years 2020, 2021, and 2022 shall be as follows:

- a. Effective and retroactive to January 1, 2020, all employees will receive a 2% salary increase. There will be no step movement in 2020.
- b. Effective and retroactive to January 1, 2021, all employees will receive a 2% salary increase. There will be no step movement in 2021.
- c. Effective January 1, 2022, all employees will receive a 2% salary increase. There will be no step movement in 2022.
- d. In order to receive the increment as stated in 6.3 (e) an employee must receive a satisfactory evaluation on their final evaluation of performance in each year of the contract.
- e. Employees performing bi-lingual duties shall receive an annual stipend of \$400.00 which shall be included as part of the employee's base salary and will not be paid in separate installments. See note on compensation schedules attached as Appendix B.
- f. All employees shall continue to receive as per previous contract, a \$300.00 Custody Stipend which shall be included as part of the employee's base salary and will not be paid in separate installments. See note on compensation schedules attached as Appendix B.

6.4 Those employees in the unit who received a promotion to a higher classification shall have their salary adjusted within the new range which will reflect a one-step increase in the old range and adjustment at the appropriate step in the new range.

6.5 An employee who performs work in a higher pay classification other than his own for four (4) hours or more of a shift shall have his salary adjusted to the step in the range of the higher pay classification which reflects a one-step increase in the old range and adjustment at the appropriate step in the new range, provided however, such assignment is authorized by the County Administrator.

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 required 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 hour for hour pay for number of hours worked in excess of two (2) hours at the overtime rate.

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

a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of his normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of straight time 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 Employer agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs may be paid by the Employer except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage. Health care contributions paid by the Employee shall be consistent with that required by P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78. Employees shall remain at Tier 4 of the P.L. 2011, Chapter 78 for the duration of this Agreement.

8.2 The Employer 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 Employer may choose.

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

8.4 The County agrees to provide a co-payment Prescription Drug Program to eligible employees and their eligible dependents. Further, for the purpose of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only. The County agrees to provide a co-payment Prescription Drug Program of \$12.00 for brand-name drugs and \$4.00 for generic drugs. Effective January 1, 2009, co-payment Prescription Drug Program will increase to \$14.00 for brand-name drugs and \$6.00 for generic drugs for duration of contract.

8.5 The Employer agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee at the rate of fifty percent (50%) of his/her accumulated unused sick time to a maximum of fifteen thousand dollars (\$15,000).

8.6 The County agrees to provide a Dental Insurance Program to eligible Employees and their dependents. There shall be three (3) types of coverage as follows: (1) Basic Dental Coverage (as defined by the current dental contract); (2) Premium Dental Insurance; and (3) Eastern Dental Insurance. The County will pay all the costs of the basic dental program. Employees shall be responsible for any additional costs associated with the Premium Dental Program or the Eastern Dental Program in excess of the cost for basic coverage.

8.7 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 County wide providers to reduce costs in the purchase of lenses and frames and eye examinations.

9. **PAID LEAVES OF ABSENCE**

9.1 **Bereavement Days.** In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandmother, grandfather, stepparent, stepchild, stepgrandparent, grandchild, brother-in-law or sister-in-law, of said employee shall be excused for a a period of no more than five (5) consecutive working days within a seven-day period. The start of the seven-day period is to be mutually agreed upon by the Corrections Administration and the employee based on the individual circumstances of the funeral. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week but in no event more than seven (7) hours pay or eight (8) hour pay whichever is applicable. The Employer shall have the right to request proof of death and/or living arrangements whenever said proof shall appear reasonable.

9.2 **Union Business Days.** An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized an aggregate of no more than twenty (20) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the County Administrator. The Union President 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 Employer; such authorization shall not be unreasonably denied. Members of the Union shall be granted time off from work with pay for collective negotiations on behalf of the Union, and participation in arbitrations, grievances, and disciplinary hearings. Requests for such days must be in writing and the County Administrator must grant authorization. Such authorization shall not be unreasonably withheld.

9.3 **Occupational Injury Leave.** Any employee who is disabled because of occupational injury or illness shall be covered by the County's adaptation of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability. This adaptation shall be 70% of the employee's wage, with no maximum amount per week.

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

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

- a. Any employee who is disabled due to an occupational injury which occurs because of direct contact with a Resident or Inmate shall be granted a leave of absence with full pay for the period of time the employee is disabled. Such disability is to be determined by the County Physician. Said leave of absence shall be limited to a maximum of one year for the date of injury or until temporary disability payment would have terminated, whichever is sooner. New Jersey Workers Compensation Law shall apply if the disability continues beyond one year.

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 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. 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.

- d. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article entitled, "Insurance and Retirement Benefits."

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

- (1) Failure to so notify his supervisor shall be cause of 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.

- f.
 - (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.

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

h. 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.

i. Effective January 1, 2006, if an employee does not utilize any of his allotted 15 days of sick leave time for the entire calendar year, that employee shall be entitled to a \$300.00 bonus payment payable by March 1 of the following year. An employee utilizing five days or less of their allocated 15 days in a year shall receive a \$200.00 bonus payable in March 1 of the following year. This bonus does not apply to part-time employees and an individual must have worked the entire year to be eligible.

9.5 Personal Leave. All permanent employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in one (1) hour 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 said supervisor. The Employer reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave.

9.6 Jury Duty. All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee serving on jury duty is given advance notice that he is not to report for jury duty on any specific day or should an employee serving on jury duty be released from jury duty prior to 12:00 noon on any specific day, said employee shall be required to report to work at his normal starting time, if not required to report or shall be required to report to work for the remainder of his 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 shift.

9.7 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 directly 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.

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

12. **CHILD CARE/MATERNITY LEAVE**

12.1 Notwithstanding the provisions of Article 9.4 (Sick Leave with Pay), a permanent employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of one (1) year. Said leave shall commence effective upon the date of birth of the employee's child. Under no circumstances shall this leave of absence be extended beyond this one (1) year period.

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

13. **SENIORITY**

13.1 Seniority is defined as an employee's continuous length of full-time service with the County beginning with his initial date of hire. Any authorized leave of absence is considered to be continuous service.

13.2 Seniority shall be given preference in layoffs, recall, promotion and demotion, vacation scheduling and work shifts. Such requests shall not be unreasonably denied.

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

13.4 The Employer 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
President's Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Independence Day	Christmas Day

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

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 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 on or about an employee's anniversary date. The employee and supervisor shall exchange and discuss their evaluations at the mutually convenient time. Employees may be reevaluated not less than six (6) months subsequent to the prior evaluation upon written request by the employee.

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 or employment.

A claimed grievance shall be discussed between the employee, agency heads, a supervisor and union representative, 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 Department head within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Department Head shall render a decision in writing. Written reprimands are grievable only to step 1 of the grievance process.

Step Two: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the County Administrator and/or his/her designee within ten (10) days from receipt of the response from the Department Director. The County Administrator and/or his/her designee shall give an answer in writing no later than ten (10) days after the meeting.

Step Three: If the grievance has not been settled within fifteen (15) days after receipt of the written reply of the County Administrator, the Union may 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 understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

16.2 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.

16.3 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.

16.4 Representatives of the Union, who are not employees previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the

Employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the employee's Department Director or his designated representative, permission for which shall not be unreasonably withheld.

17. **DISCIPLINE/DISCHARGE**

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

17.2 Disciplinary charges against an employee shall be filed in a timely manner as required by Civil Service Rules and Regulations.

17.3 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; suspension or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal under Civil Service Rules and Regulations and shall be precluded from having the Union move his appeal to binding arbitration.

b. A permanent 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 Employer in accordance with Step I of the Grievance procedure. A permanent or provisional 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 Employees working on shifts of which the majority of hours fall between 3 p.m. and 11 p.m. shall receive an additional eighty-five (.85) cents. Employee working on shifts of which the majority of hours fall between 11 p.m. and 7 a.m. shall receive an additional ninety (.90) cents. This shift pay differential shall be in addition to their 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 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.

20. **WORK RULES**

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

20.2 The County shall post and notify the Union of all permanent job vacancies. The County shall provide a bulletin board for the posting of Union business at each facility.

20.3 Employees may review their personnel file once a year and may request copies of any documents contained in their file.

20.4 Letters of reprimand shall be deleted for disciplinary purposes 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. Vacation leave may be taken in hourly units.

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

- a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
- b. After one (1) year and to completion of five (5) years, twelve (12) working days.
- c. From beginning of sixth 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 the beginning of sixteenth year to end 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.

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 time and one-half and shall not lose vacation day(s).

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 up to a maximum of thirty (30) vacation days subject to Employer approval, at the option of the employee, may be carried over from one calendar year into the succeeding year.

21.7 A permanent employee who returns from military service other than any active duty for training with any military reserve or National Guard unit is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing 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 credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

21.9 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, temporary, or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will receive the longevity payments as indicated in 22.2 below. For each additional five (5) years of continuous service, employees will receive the appropriate longevity payment as outlined in section 22.2.

22.2 The longevity payment schedule is as follows:

5 years	\$ 300
10 years	\$ 900
15 years	\$1,350
20 years	\$1,850
25 years	\$2,300
30 years	\$2,700
35 years	\$3,100
40 years	\$3,500
45 years	\$3,900

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

23. **VACANCIES AND COMMITTEES**

23.1 Full time vacancies will be posted within the institutions for a period of seven (7) days and the Union shall be notified as to all permanent vacancies.

24. **CLASSIFICATION AND JOB DESCRIPTIONS**

24.1 The classification for employees covered by the 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 Employer will give thirty (30) days notice to the Union and the affected employee.

25. **DRUG TESTING**

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

25.2 Pursuant to guidelines issued by the State Attorney General with respect to random drug testing, unit employees will be subject to random drug testing. The Union and the County will discuss such guidelines prior to implementation of random drug testing.

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 employee take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

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

27. **OUTSIDE EMPLOYMENT**

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

28. **WAIVER**

28.1 The right of either party to require strict performance hereunder by the other shall not be affected by any waiver, forbearance, or course of dealing.

29. **ORAL MODIFICATION**

29.1 This Agreement is intended to encompass the entire understanding between the parties. Any modification must be formalized in writing and signed by the parties to the Agreement. No oral modification will be deemed valid unless same is reduced to writing and incorporated into this Agreement.

30. **GENERAL PROVISIONS**

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

30.2 The employer shall provide the Union President with an office.

31. **SEPARABILITY AND SAVINGS**

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

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

32. **TERMINATION**

32.1 This Agreement shall be effective as of the first day of January 2020 and shall remain in full force and effect until the 31st day of December 2022. 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 made by certified mail or personal service by October 1st of any succeeding year.

In the event that such notice is given, negotiations shall begin no later than 90 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.

32.2 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.

APPENDIX A

Public Safety Professional Staff

Job Titles - Salary Range Codes

<u>TITLE</u>	<u>UNIT DESIGNATION & SALARY RANGE CODE</u>	<u>HOURS OR WORK</u>
Classification Officer	@10	35
Counselor, Penal Institution	@10	35
Recreation Program Specialist	@03	35
Senior Counselor, Penal Institution	@11	35
Social Work Suprv., Juvenile Rehab.	@12	35
Social Worker	@05	35
Social Worker, Juvenile Rehabilitation	@05	35
Supervisor Counselor Penal Institution	@15	35
Teacher, Counselor Penal	@10	35
Teacher, Penal Institution	@10	35
Teachers Aide	@03	35

JANUARY 1, 2020 COMPENSATION SCHEDULE**2% Increase**

RANGE	1	2	3	4	5	6	7	8
@05	\$ 49,032	\$ 51,999	\$ 54,966	\$ 57,933	\$ 60,900	\$ 63,866	\$ 66,833	\$ 70,847
@06	\$ 41,723	\$ 43,793	\$ 45,864	\$ 47,934	\$ 50,004	\$ 52,074	\$ 54,147	\$ 57,058
@08	\$ 44,551	\$ 47,284	\$ 50,017	\$ 52,751	\$ 55,484	\$ 58,217	\$ 60,952	\$ 64,639
@09	\$ 53,335	\$ 56,040	\$ 58,746	\$ 61,451	\$ 64,157	\$ 66,862	\$ 69,569	\$ 73,357
@10	\$ 50,225	\$ 53,284	\$ 56,343	\$ 59,402	\$ 62,460	\$ 65,519	\$ 68,578	\$ 72,711
@11	\$ 51,754	\$ 54,984	\$ 58,215	\$ 61,445	\$ 64,676	\$ 67,906	\$ 71,136	\$ 75,483
@12	\$ 57,651	\$ 61,410	\$ 65,170	\$ 68,928	\$ 72,688	\$ 76,448	\$ 80,208	\$ 85,225
@15	\$ 57,647	\$ 61,408	\$ 65,168	\$ 68,929	\$ 72,689	\$ 76,450	\$ 80,209	\$ 85,230
@17	\$ 43,498	\$ 45,897	\$ 48,797	\$ 51,447	\$ 54,097	\$ 56,746	\$ 59,397	\$ 62,977

JANUARY 1, 2021 COMPENSATION SCHEDULE**2% Increase**

RANGE	1	2	3	4	5	6	7	8
@05	\$ 50,013	\$ 53,039	\$ 56,065	\$ 59,092	\$ 62,118	\$ 65,143	\$ 68,170	\$ 72,264
@06	\$ 42,558	\$ 44,669	\$ 46,781	\$ 48,892	\$ 51,004	\$ 53,116	\$ 55,230	\$ 58,199
@08	\$ 45,442	\$ 48,230	\$ 51,018	\$ 53,806	\$ 56,593	\$ 59,381	\$ 62,171	\$ 65,932
@09	\$ 54,402	\$ 57,161	\$ 59,921	\$ 62,680	\$ 65,440	\$ 68,199	\$ 70,960	\$ 74,824
@10	\$ 51,230	\$ 54,350	\$ 57,470	\$ 60,590	\$ 63,710	\$ 66,829	\$ 69,949	\$ 74,165
@11	\$ 52,789	\$ 56,084	\$ 59,379	\$ 62,674	\$ 65,969	\$ 69,264	\$ 72,558	\$ 76,992
@12	\$ 58,804	\$ 62,638	\$ 66,473	\$ 70,307	\$ 74,142	\$ 77,977	\$ 81,813	\$ 86,930
@15	\$ 58,800	\$ 62,636	\$ 66,472	\$ 70,307	\$ 74,143	\$ 77,979	\$ 81,813	\$ 86,935
@17	\$ 44,368	\$ 46,815	\$ 49,773	\$ 52,476	\$ 55,179	\$ 57,881	\$ 60,585	\$ 64,237

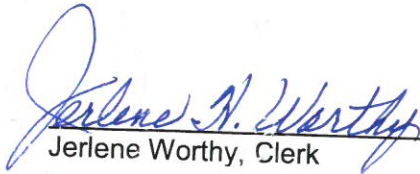
JANUARY 1, 2022 COMPENSATION SCHEDULE**2% Increase**

RANGE	1	2	3	4	5	6	7	8
@05	\$ 51,013	\$ 54,100	\$ 57,186	\$ 60,274	\$ 63,360	\$ 66,446	\$ 69,533	\$ 73,709
@06	\$ 43,409	\$ 45,563	\$ 47,716	\$ 49,870	\$ 52,024	\$ 54,178	\$ 56,334	\$ 59,363
@08	\$ 46,351	\$ 49,194	\$ 52,038	\$ 54,882	\$ 57,725	\$ 60,569	\$ 63,414	\$ 67,250
@09	\$ 55,490	\$ 58,304	\$ 61,119	\$ 63,934	\$ 66,749	\$ 69,563	\$ 72,379	\$ 76,321
@10	\$ 52,255	\$ 55,437	\$ 58,619	\$ 61,801	\$ 64,984	\$ 68,166	\$ 71,348	\$ 75,649
@11	\$ 53,844	\$ 57,205	\$ 60,567	\$ 63,928	\$ 67,289	\$ 70,650	\$ 74,009	\$ 78,532
@12	\$ 59,980	\$ 63,891	\$ 67,802	\$ 71,713	\$ 75,624	\$ 79,536	\$ 83,449	\$ 88,669
@15	\$ 59,976	\$ 63,889	\$ 67,801	\$ 71,713	\$ 75,626	\$ 79,538	\$ 83,449	\$ 88,673
@17	\$ 45,255	\$ 47,751	\$ 50,769	\$ 53,526	\$ 56,283	\$ 59,039	\$ 61,796	\$ 65,522

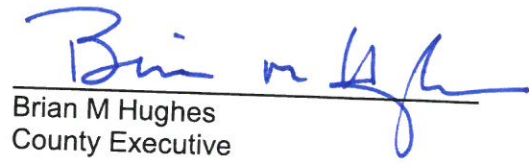
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the July 19, 2021.

ATTEST:

COUNTY OF MERCER




Jerlene Worthy, Clerk



Brian M Hughes
County Executive

ATTEST:

TEAMSTERS LOCAL NO. 469



Vincent Minchino
Business Agent