

**AGREEMENT**

**Between**

**THE COUNTY OF MERCER**

**and**

**TEAMSTERS LOCAL 35**

**(NURSES)**

**Effective: January 1, 2008**  
**Expiration: December 31, 2009**

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## PREAMBLE

This Agreement, dated September 10, 2009 between the County of Mercer, hereinafter referred to as the "Employer", and the Teamsters Union Local 35, hereinafter referred to as the "Union".

WHEREAS, the County has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

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

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

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 Employer and the Union entered into an Agreement on, Sept. 10, 2009 which Agreement was approved by the Board of Chosen Freeholders.

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

### 1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classification listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

### 2. MANAGEMENT RIGHTS

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

3.

### UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his/her pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e) as amended. The authorization shall remain in effect unless terminated by the employee in accordance with N.J.S.A. 52:14-15.9(e) as amended.

3.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period of 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, fee, and assessments as certified by the Union to the Employer.

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

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

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

4.

### WORK SCHEDULES/WORK SHIFTS

4.1 The work schedule for all full-time employees shall consist of ten (10) work days in a fourteen (14) day period.

Any exceptions to the work schedules outlined above may be made by mutual agreement between the employer and the union.

4.2 The regular work shift for all employees at Mercer County Geriatric Center shall be for a period of eight (8) hours and fifteen (15) minutes including a one-half hour paid meal period. The fifteen (15) minute overlap will be assigned to the beginning of the work shift.

The regular work shift for all employees working at the Mercer Correction Center and Youth Detention Center shall be for a period of eight (8) hours and fifteen (15) minutes including a one-half hour paid meal period. The fifteen (15) minute overlap will be assigned to the beginning of the work-shift.

4.3 The employer agrees that employees shall have their work schedules arranged in such a manner so as to ensure, on a rotation basis, that all employees shall have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

4.4 Changes in work shifts may not be made without the mutual agreement of the parties.

4.5 Rotating shifts shall not be implemented without negotiation with the Union.

4.6 For all new hires after April, 1999 (RN's and LPN's) one year medical/surgical experience will be preferred.

5. OVERTIME

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

- a. All work performed in excess of eight (8) hours and fifteen (15) minutes daily.
- b. Effective upon execution of this agreement, all work performed in excess of forty (40) hours weekly.
- c. All work performed on the sixth continuous workday or first day off as such of any payroll period, excepting those operations exempted by mutual agreement between the Employer and the Union.
- d. All work performed on a holiday.
- e. All employees required to attend in-service meetings when they would not normally be on duty shall be paid at time and one-half for attending these meetings or may receive compensatory time instead of wages and will be guaranteed a minimum of one (1) hour of overtime pay or compensation time if requested and approved per meeting, as long as these provisions do not violate the Fair Labor Standards Act (FLSA).

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 work performed on the seventh continuous workday within a payroll period providing the employee has worked his/her first day off at time and one-half and his/her second day off at double time.
- b. All consecutive hours of work performed in excess of sixteen (16) hours and fifteen (15) minutes.

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

5.4 Specific operations may be exempted from the overtime provisions outlined in Paragraphs 5.1 and 5.2 above by mutual agreement between the Employer and the Union.

5.5 When overtime is required due to an unforeseen circumstances, overtime opportunities shall be distributed utilizing part time employees first, then full time employees, in accordance with seniority on a rotating basis regardless of title as long as one (1) RN is on duty. If no RN is on duty, one (1) RN must be called first, then the rest of the employees regardless of title. After exhausting these two categories, nurses from different institutions may be offered and, if necessary, assigned overtime opportunities.

5.6 Effective January 1, 1997 the Employer will no longer provide meals for employees. The Employer will make every effort to offer an alternative program to affected unit employees.

5.7 Employees may request compensatory time off in lieu of wages earned on overtime. If said request cannot be honored due to operational needs, the employee will request and be granted, absent an extreme emergency situation, an approved alternate compensatory day which must be used within sixty (60) days. Compensatory time shall be earned at 1 and 1/2 hours for every hour worked as prescribed in section 5.1.

5.8 The provisions of this Article shall not apply where employees rearrange their work schedules of their own convenience.

5.9 Unit Managers at the Geriatric Center are to be included in mandatory overtime manning.

## 6. PAY SCALES OR RATES OF PAY

6.1 Employees covered under this Agreement shall be compensated in accordance with the salary scales as promulgated in the Appendix of this agreement.

6.2 Effective January 1, 2008 all employees shall receive a three and one half (3.5 %) percent salary increase.

6.3 Effective January 1, 2009 all employees shall receive a zero (0 %) percent salary increase. In addition, there shall be no step movement in 2009.

6.4 Part-time employees shall be paid an hourly rate of pay based upon the annual salary scale for their respective job titles. For the purposes of this Agreement, years of service referred to in the Appendixes shall be defined as the total number of years of employment as a nurse with the County of Mercer.

6.5 The pay scales as set forth in the Appendix of this contract shall not be changed for the duration of this Agreement without the mutual consent of the Employer and the Union.

6.6 An employee who performs work in a higher pay classification other than his/her own for at least four (4) hours in any workday shall receive the higher rate of pay for such work for the entire

period of time it is performed. A RN performing the duties of a Head Nurse shall receive the higher rate of pay for the period of time that the duties of a Head Nurse are actually performed.

a. Employees assigned to work at the Mercer County Geriatric Center will receive the following pay based on the following guidelines:

- (1) If a LPN is assigned to be in charge of an entire wing for more than four (4) hours, the LPN's rate of pay will be adjusted to an upgrade of \$12.00 per day for those days worked.
- (2) If a RN is assigned to be in charge of an entire wing for more than four (4) hours, the RN's rate of pay will be adjusted to an upgrade of \$18.00 per day for those days worked.
- (3) If a Head Nurse is assigned to be charge nurse for the entire hospital for more than four (4) hours, the rate of pay will be adjusted to \$25.00 per day for those days worked.
- (4) If an RN is assigned to be in charge of two (2) or more wings for more than four (4) hours, the RN's rate of pay will be adjusted to an upgrade of \$20.00, per day for those days worked.

b. Employees assigned to work at the Mercer County Correction Center and Mercer County Youth Detention Center will receive the following pay based on the following guidelines:

- (1) If a LPN is assigned to be decision maker for the day for more than four (4) hours, the LPN's rate of pay will be adjusted to an upgrade of \$12.00 per day for those days worked.
- (2) If a Senior LPN is assigned to be Head Nurse for more than four (4) hours, the Senior LPN's rate of pay will be adjusted to an upgrade of \$18.00 per day for those days worked.
- (3) If a RN is assigned to be Head Nurse for more than four (4) hours, the RN's rate of pay will be adjusted to an upgrade of \$25.00 per day for those days worked.

6.7 Those employees in the unit who receive a promotion to a higher classification shall be compensated in accordance with the appropriate salary shall as promulgated for their respective job classification.

6.8 Employees assigned to work at the Mercer County Correction Center and Mercer County Youth Detention Center will receive hazardous duty pay of \$900, which will be added to their base pay, in 2004, 2005, 2006 and 2007. Part-time employees will be prorated this amount based on the number of hours worked.

6.9 Head Nurses at the Correction and Youth Detention Centers may request reclassification to the Supervisor of Nurses title and make such a request to the County's Administrative Director of Nursing if they possess the qualifications for this upgrade and if such a position is budgeted for during the term of this contract.

6.10 Consultation will take place with the Union prior to changing an employee's regularly scheduled day off.

7. CALL-IN TIME

7.1 Any employee who is requested and returns to work during periods other than his/her regularly scheduled shift shall be paid time and one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

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 hours worked prior to the start of his/her normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.
- b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

7.3 Employees at the Correction Center who call-out before their shift must do so two (2) hours before the start of their shift. The call-out time shall remain two (2) hours at the Geriatric Center. The first violation of this call-out procedure will result in no sick pay for that day and a disciplinary write-up. The second violation of this call-out procedure will result in no sick pay for that day and forfeiture of the next overtime opportunity.

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 an HMO 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 in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program of 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 Employees' Retirement System.

8.4 The County agrees to provide a Prescription Drug Program to eligible employees and their eligible dependents; the premium costs for said program to be paid by the county. Further, for the purposes of this Program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-payment and co-payment generic will be as follows for the duration of the contract:

\$12.00 co-payment brand-name drugs  
\$ 4.00 co-payment generic drugs

Female contraceptives shall be added to the prescription plan.

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 percent (50%) 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. Eligible employees, for the purposes of this Program, shall be defined as all full-time permanent employees only.

8.7 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.

8.8 Retroactive to January 1, 2004, each active employee shall have deducted from his or her salary \$17.00 per pay period for single coverage and \$22.00 for all other coverages. Effective January 1, 2007, each active employee will have deducted from his or her salary \$19.00 per pay period for single coverage and \$24.00 for all other coverages. There shall be no additional increase in this health co-pay during the term of the contract.

If any other bargaining unit negotiates a successor agreement which does not include a requirement that its members pay this increase retroactively, Local 35 members will have the above retroactive payment reimbursed by the County.

8.9 Part-time employees hired after January 1, 1997 shall not receive medical benefits. Part-time employees hired before this date shall be grandfathered and their benefits will remain uninterrupted.

8.10 The County agrees to establish a vision care program which is not a reimbursement program. 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, 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, grandparents and grandchild of employee or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) consecutive working days in a seven-day period (to include scheduled days off) for bereavement purposes, beginning with the day after the date of death. The employee will be paid his/her regular hourly rate for any such days of excused absence which occur during his/her normal work week, but in no event more than eight (8) hours and fifteen (15) minutes pay for any one day.

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. The Union shall be authorized an aggregate of no more than ten (10) days per employee in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the division head. The Union President 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 employee's division head; such authorization shall not be unreasonably 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 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 with no max amount per week.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability in accordance with the eligibility criteria established by the New Jersey Workers' Compensation Law. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave and clothing allowance credits shall not accrue during this period of disability.

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

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 (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year.
- c. The minimum sick leave with pay shall accrue to any full-time temporary or 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", Paragraph 8.5.
- f. If an employee is absent for reasons that entitle him/her to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employees 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/her 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/her normal duties without limitations and that his/her return will not jeopardize the health of the other employees.
- h. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.
- i. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

- j. Regularly scheduled part-time permanent employees shall earn sick leave at the rate of one (1) day for each twenty (20) days worked.
- k. Any employee covered by this agreement will receive a two hundred (\$200) dollar bonus in the month following the end of the calendar year if no sick days are used. Part-time permanent employees shall receive a pro-rated payment calculated based on 2080 hours full-time.
- l. Any employee covered by this agreement will receive a one hundred (\$100) dollar bonus in the month following the end of the calendar year if three (3) or less than three (3) sick days are used. Part-time permanent employees will receive a pro-rated payment if two (2) or fewer sick days are used.

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 Chief, Division of Employee Relations. 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 full-time 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 hourly units. Said leave shall not be taken unless 48 hours notice thereof has been given to the employees 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. Additionally, all full time permanent employees shall receive one personal preference day per year. Personal day requests shall be made to the supervisor and the day will be given, even if other employees are on vacation that week. No more than one (1) employee request will be off on any given day for the above. Requests for time off shall not be unreasonably denied.

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 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 is released from jury duty prior to the end of his/her work shift, said employee shall be required to report to work for the remainder of his/her shift.

For the purpose 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 The Employer will grant leaves of absence to two (2) employees, not more than one (1) from any division, to accept full-time Union employment. Sixty (60) days notice in writing shall be given to the Employer by any employee requesting such leave.

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

11.4 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 A permanent employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for maternity purposes. Said leave shall be granted for a three (3) month period upon written certification of the employee's physician that she is unable to work due to her pregnancy and/or childbirth and may be extended for additional three (3) month periods. This certification is subject to approval by the County Physician. Further, all employees shall be required to be examined by the County Physician and certified by him/her as fit to return to work prior to their return to work.

12.2 Notwithstanding the provisions of Article 9.4 (Sick Leave With Pay) and Article 12.1 (Maternity Leave Without 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 and under no circumstances shall it be extended beyond this one (1) year period.

13. TUITION REIMBURSEMENT

13.1 The Employer will pay the tuition cost for all continuing education required by the Employer as a condition of employment.

13.2 The Employer agrees to pay for the cost of continuing education in the attainment of degrees beyond L.P.N. as deemed necessary to meet county staffing requirements. Payment will

be on a reimbursement basis, by semester, and requires a grade of "C" or better in any course for which reimbursement is requested.

Employees accepting reimbursement for education agree to work for a least one year from the semester ending date for which reimbursement is received or make restitution to the county of all payments. The attainment of a degree does not commit the employer to an upgrade in title.

#### 14. SENIORITY

14.1 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.

14.2 For overtime purposes only, employees transferred from the penal institution to the geriatric center or vice-versa, the individual shall go to the bottom of the appropriate seniority list. If a full-timer goes part-time, they should go to the bottom of the part-time list.

14.3 For shift bidding purposes only, if a part-timer goes full-time, they shall go to the bottom of the full-time list. If a full-timer goes part-time, they shall go to the bottom of the part-time list for seniority purposes.

14.4 Seniority shall be given preference in layoffs, demotions, recall, vacation scheduling and work shifts as defined in Paragraph 14.3 above.

When promotional lists are promulgated by Civil Service, the County shall have the discretion to select for promotion the most senior employee or the number one (1) employee on the list, or if applicable, choosing from the Rule of Three, in accordance with Civil Service rules.

Where ability to perform work and physical fitness are considerations in application of the above paragraph, determinations shall be made by the Employer.

14.5 Where more than one (1) 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 change in the number of employees per shift are being made. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one (1) year to exercise his preference of shifts over a less senior employee.

14.6 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.

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

15.

HOLIDAYS

15.1 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	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

15.2 For all employees working a continuous operations schedule, Christmas Day and New Year's Day will be observed on the actual dates of December 25 and January 1 with the exception of the midnight shift which will be observed on Christmas Eve and New Year's Eve.

15.3 All other holidays will be observed as indicated by County resolution adopted by the County's Board of Chosen Freeholders. Holidays which fall within an employee's vacation period shall not be charged as vacation days.

15.4 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.

15.5 All employees covered by this agreement shall adhere to the Holiday policy.

15.6 Whether an employee is on or off is determined by the employee's regularly scheduled days off.

15.7 All holidays are optional. Thanksgiving (for Correction Center only), Christmas and New Year's Day will be alternated each year.

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 at a meeting between the employee, head nurse/supervisor, and union representative and, if unresolved after such meeting, 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) business days of its occurrence. It shall be stated in



writing and signed by the grievant. No later than ten (10) business days after receipt of a grievance, the department head shall meet with the grievant to discuss the grievance. The department head shall render a decision in writing within ten (10) business after the meeting.

**Step Two:** If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the County Administrator or his/her designee within ten (10) business days from receipt of the response from the department head. No later than ten (10) business days after receipt of the grievance, the County Administrator or his/her designee, shall meet with the grievant and the Union to discuss the grievance and shall give an answer in writing no later than ten (10) business days after this meeting.

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

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 supervisor, 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 be 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 (1) calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal to the Civil Service Commission and shall be precluded from having the Union move his/her appeal to binding arbitration.

17.3 All disciplinary action shall be initiated within 45 calendar days of the occurrence of the incident unless there is an external and/or internal investigation into this matter whereby these time limits shall not be restrictive.

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 The Employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or one of his/her alternates, with the approval of the Employer, shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

18.3 Hepatitis shots will be offered to all new employees. TB tests will be given to all nurses on an annual basis.

19. EQUAL TREATMENT

19.1 The County agrees to comply with the mandatory provisions of the relevant state and federal non-discrimination laws.

19.2 The words "his" or "her" shall include both sexes.

20. WORK RULES

20.1 The Employer may after consultation with the Union establish reasonable and necessary work and conduct for employees. Such rules shall be equitably applied and enforced.

20.2 Such work rules shall be subject to the grievance procedure.

20.3 All job vacancies for eligible unit members will be posted at all facilities.

20.4 Employees shall have the right to inspect their personnel folders once a year.

20.5 Back supports will be issued to any nurse at the Geriatric Center upon written request to the Director of Nursing at the facility.

20.6 At the Geriatric Center, one weekend call-off per year will be allowed. Any more than one weekend call-off per year must be made up and such scheduling will be at the discretion of the institution. For those nurses who work all 26 of their scheduled weekends, they will receive an incentive bonus of \$100.00. Part-time nurses who work all 26 of their scheduled weekends will receive an incentive bonus of \$50.00.

20.7 If an employee is out sick for five (5) or more consecutive days, where clearance by the County Physician is required, and the absence includes a weekend, that weekend shall not have to be made up, nor does it apply to the one weekend missed per year allowed.

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. After completion of fifteenth, twenty-five (25) working days.
- f. After completion of nineteenth, thirty (30) 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 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 operational needs. 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 (1) calendar year into the succeeding calendar year only.

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 credit any annual vacation leave, shall be calculated and paid to his estate the 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.

Part-time permanent employees shall be entitled to vacation leave on a prorated basis of one (1) day for each twenty (20) days worked.

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.

21.11 The Employer may request all employees covered by this Agreement to submit their choice of vacation periods by March of each year. During any given week no more than two (2) nurses per shift will be granted vacation entitlement. Personal days will not count as the second nurse off. Seniority shall control the choice of vacation periods. The Employer shall not unreasonably deny an employee permission to begin a scheduled vacation period on the day of the week of his choice.

## 22. SHIFT PAY

22.1 Employees working on shifts of which the majority of working hours fall between 2:45 p.m. and 11:00 p.m. shall receive in addition to their regular pay an additional one dollar and seventy-five cents (\$1.75) in calendar years 2004, 2005, 2006 and 2007. Said differential, retroactive to January 1 of each year, shall be paid biweekly for all hours worked on that shift.

Employees working on shifts of which the majority of working hours fall between 10:45 p.m. and 7:00 a.m. shall receive in addition to their regular pay an additional one dollar and seventy cents (\$1.70) per hour in calendar years 2004, 2005, 2006 and 2007. Said differential, retroactive to January 1 of each year shall be paid biweekly for all hours worked on that shift.

## 23. LONGEVITY

23.1 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.

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 whose 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.

**24. WORK UNIFORMS**

24.1 The Employer agrees to reimburse all new full-time employees hired by the Employer for the purchase of three (3) uniforms and one (1) pair of shoes. The maximum amount of reimbursement shall either be the actual cost to the employee for the purchase of said uniforms and shoes or the cost to the Employer to provide said uniforms and shoes, whichever dollar amount shall be less.

The Employer agrees to pay this reimbursement at the completion of an employee's working test period or at the completion of three (3) full months of employment, whichever occurs first.

**25. UNIFORM ALLOWANCE**

25.1 The employer agrees to pay each full-time penal employee covered by this Agreement a \$925 annual uniform allowance included in their base pay for calendar years 2004, 2005, 2006 and 2007 to be used by the employee for the maintenance and replacement of his uniform. Full-time employees at the Geriatric Center shall receive a \$1,075 annual uniform allowance included in their base pay in calendar years 2004, 2005, 2006 and 2007.

25.2 The allowance referred to Paragraph 25.1 above shall be earned on a monthly basis, provided the employee works a minimum of one (1) day in any calendar month and shall be paid by June 15 and December 15.

25.3 New employees, retired employees, deceased employees, or employees on an authorized leave of absence excepting educational leaves of absence or those leaves of absence provided for in Paragraphs 11.1 and 12.1 shall be paid a prorated share of the semi-annual uniform allowance for each calendar month in which the employee works at least one (1) day, payable during the months of June and December.

25.4 Part-time employees shall be entitled to a prorated share of the semi-annual uniform allowance payable during the months of June and December.

25.5 Employees who voluntarily terminate their employment with the County of Mercer, expecting as provided in Paragraph 25.3 above, or whose employment is terminated for cause shall not be entitled to payment of the semi-annual uniform allowance or any prorated portion thereof.

25.6 The semi-annual uniform allowance shall only be applicable to those employees who are uniformed.

26. DRUG TESTING

26.1 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.

26.2 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.

27. CLASSIFICATION AND JOB DESCRIPTIONS

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

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

27.3 Whenever a vacancy occurs in a regular work shift and/or job assignment in the job classifications covered by this Agreement, said vacancy shall be posted for bid for a period of seven (7) working days. During this period employees holding such title shall be required to indicate their interest in writing to either the Director of Nurses (Mercer County Geriatric Center) or the Administrative Director of Nursing (Correction Center or Youth Detention Center). The filling of said vacancy from the list of interested employees shall be done on the basis of seniority within the institution with the understanding that the employer retains the right not to award the job to the most senior employee when ability to perform the job or special qualifications are considerations in the applicable of the above.

28. STRIKES AND LOCKOUTS

28.1 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.

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

29.

### GENERAL PROVISIONS

29.1 The Employer agrees to make available one locked glass enclosed bulletin board to be located in the nurses' lounge at Mercer County Geriatric Center. Bulletin boards shall also be provided the nurses at the Correction Center, said bulletin boards to be located in the Medical Department.

Said bulletin boards shall be used for posting of notices concerning Union business and shall be submitted to the Employer prior to posting.

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

30.

### MAINTENANCE OF STANDARDS

30.1 The Employer agrees that all conditions of employment in their individual operations relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

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 this 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 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 that there will be no subcontracting of work which can be done by the regular work forces.

32.2 This Agreement shall be retroactive to the first day of January 2009, and shall remain in full force and effect until the 31st day of December 2009. 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 1 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 and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

**32.3** 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 10th of September 2009

ATTEST:

COUNTY OF MERCER


  
Jerlene Worthy, Clerk  
Board of Freeholders

  
Brian M. Hughes  
County Executive

ATTEST

TEAMSTERS LOCAL 35

  
Roger F. Grover  
Secretary-Treasurer

  
Daniel A. Kreiser  
President



**The following is the Agreement between the County of Mercer and Teamsters Local Number 35 representing the Nurses at the County's Geriatric, Correction, and Youth Detention Center facilities.**

**The effective date of this contract is January 1, 2009 and the expiration date is December 31, 2009.**

**Raissa L. Walker  
Personnel Director  
County of Mercer**

**Daniel A. Kreiser  
President  
Teamsters Local 35**

## APPENDIX A

**NURSE - TEAMSTERS LOCAL 35**  
**COMPENSATION SCHEDULE**

<u>TITLE</u>	<u>CURRENT</u>	<u>3.5%</u> <u>1/1/2008</u>	<u>0%</u> <u>1/1/2009</u>
LPN less than seven years - PT (Y01)	24.4965	25.3539	25.3539
	25.9039	26.8106	26.8106
	27.3082	28.2639	28.2639
LPN more than seven years - PT (Y01)	24.8123	25.6810	25.6810
	26.0848	26.9978	26.9978
	27.6377	28.6051	28.6051
LPN less than seven years (Y02)	\$52,545	\$54,384	54,384
	\$55,564	\$57,509	57,509
	\$58,576	\$60,626	60,626
LPN more than seven years (Y02)	\$53,223	\$55,086	55,086
	\$55,952	\$57,910	57,910
	\$59,283	\$61,358	61,358
RN less than seven years - PT (Y03)	29.7139	30.7537	30.7537
	30.6719	31.7458	31.7458
	31.6316	32.7383	32.7383
RN more than seven years - PT (Y03)	30.0554	31.1074	31.1074
	31.0170	32.1024	32.1024
	31.9817	33.1012	33.1012
RN less than seven years (Y05)	\$63,736	\$65,967	\$65,967
	\$65,792	\$68,095	\$68,095
	\$67,849	\$70,224	\$70,224
RN more than seven years (Y05)	\$64,469	\$66,725	\$66,725
	\$66,531	\$68,860	\$68,860
	\$68,601	\$71,002	\$71,002
Senior Practical Nurse (Y04)			
	less than seven years	\$62,172	\$64,348
more than seven years	\$62,591	\$64,782	\$64,782
Head Nurse (Y06)			
	less than seven years	\$72,729	\$75,275
more than seven years	\$73,149	\$75,709	\$75,709
Supervisor of Nurses (Y07)			
	less than seven years	\$78,103	\$80,837
more than seven years	\$78,522	\$81,270	\$81,270
Coordinator of Hospital Services - PT (Y10)	\$34.5894	\$35.8000	\$35.8000

\* Starting salary is \$36,000 for LPN's and \$42,000 for RN's for the duration of the contract.

\*\* Nurses at the Penal Institutions receive an additional \$900.00 Hazardous Duty pay in 2008 and 2009.