

AGREEMENT

Between

The County of Mercer

and

AFSCME Local 3566  
(Professional Unit)

AFL-CIO

Effective: January 1, 2012  
Expiration: December 31, 2014

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PREAMBLE

This Agreement dated *August 16, 2012* between the County of Mercer, hereinafter referred to as the "Employer", and Local Number 3566 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union".

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

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

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

WHEREAS, the 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 , which Agreement was approved by Board of Chosen Freeholders.

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

1. RECOGNITION

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

2. MANAGEMENT RIGHTS

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

3.

### UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his/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 "Title 52 of 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 1<sup>st</sup> or July 1<sup>st</sup> next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union, as provided in N.J.S.A. 52:14-15.9(e), as amended.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to Local 3566 of AFSCME. Existing written authorization for dues deduction to an employee organization other than Local 3566 of AFSCME must be terminated within sixty (60) days of the date of execution of this Agreement.

3.3 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment 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 employee who does not join within the date of satisfactory completion of the working test period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

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

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

3.4 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 Where the nature of the work involved requires continuous operations, employees will have their schedules arranged in a manner, which will assure, on a rotating basis, which all employees will have an equal share of Saturdays and Sundays off, distributed evenly through the year. The following agencies are considered as continuous operations: Library and Park Commission. This section shall not apply in the event special skills are required to fill positions or exigent circumstances exist that warrant deviation from the regular schedule.

4.2 The normal work shift for all employees covered by this agreement shall be set forth on Appendix A hereto.

4.3 The starting times of work shifts shall be determined by Employer January 1, of each year with prior consultation with the Union.

4.4 Employees are entitled to a fifteen (15) minute break during each half (1/2) shift. Employees who are required to work beyond regular quitting times shall receive a fifteen (15) minute break time when the period of work beyond the regular shift exceeds two (2) hours. Break time shall be accumulated and shall not interfere with operational needs.

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 as provided in paragraph 5.2 below as well as the work schedules as set forth on Appendix A, excluding meals.

b. All work performed on a Saturday unless the employee's regularly scheduled workday falls on a Saturday.

c. All work performed on a holiday plus the regular day's pay.

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

a. All work performed on the seventh days as such of any work week, excepting those operations exempted by mutual agreement between the County and the Union.

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

c. All non-scheduled work performed on a holiday after an initial eight (8) hour shift when an employee is called in to work because of a natural emergency (i.e., snow, ice and wind storms, flooding conditions).

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 the paragraph(s) above.

5.4 Part-time employees are not subject to the provisions of 5.1 and 5.2 above and are not eligible for overtime compensation except in those situations when the total number of hours worked in a week exceeds thirty (35) hours, excluding meal periods.

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

5.6 Absent special skills or exigent circumstances, overtime opportunities will be distributed as equally as possible according to seniority among those employees within a division who regularly perform such work. A list of such employees will be maintained by management on a rotating basis and such employees shall be given the first right of refusal to work such overtime. Such list shall be posted in a work area visible to all unit employees. It is understood that nothing in this clause shall require payment for overtime hours not worked. This clause shall not apply to Parks or Library employees.

5.7 The Employer will provide meals for employees working overtime through a regularly scheduled meal time with the stipulation that the employee has worked two (2) hours overtime, or if the employee is called in on emergency basis before his/her starting time and works through the regular breakfast meal.

5.8 An employee covered by the provisions of this Agreement that is eligible for overtime may be allowed to receive compensatory time off in lieu of wages earned on overtime, provided the compensatory time is approved by the Department Director and is utilized within thirty (30) days of the date it is earned. If the compensatory time is not utilized within thirty (30) days said compensatory time shall be converted to and paid as overtime.

5.9 All employees covered by this provisions of this Article shall be entitled to elect to be paid for authorized overtime hours worked in accordance with Paragraphs 5.1 and 5.2 above or to be given compensatory time off. Should the situation arise where an employee is required to take compensatory time off in lieu of payment for overtime hours worked said employee shall be granted compensatory time off at the rate of one-and-one-half hours for each overtime hour worked.

## 6. PAY SCALES OR RATES OF PAY

6.1 The 2012, 2013 and 2014 pay scales for all employees covered by this Agreement shall be as set forth in the attached Appendixes.

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

6.3 , All employees in the unit shall have their annual base salaries increased during the duration of this agreement in accordance with the following schedule:

- a. Effective January 1, 2012, all employees shall receive a one and one half (1.5%) percent salary increase.
- b. Effective July 1, 2012, all employees in grade January 1, 2012 shall received one increment on the step guide within the salary range for their respective title as set forth on the compensation schedule attached.
- c. Effective January 1, 2013, all employees shall receive a one and one half (1.5%) percent salary increase.
- d. Effective July 1, 2013, all employees in grade January 1, 2013 shall received one increment on the step guide within the salary range for their respective title as set forth on the compensation schedule attached.
- e. Effective January 1, 2014, all employees shall receive a one and one half (1.5%) percent salary increase.
- f. Effective July 1, 2014, all employees in grade January 1, 2014 shall receive one increment on the step guide within the salary range for their respective title as set forth on the compensation schedule attached.

6.4 An employee who performs work in a higher pay classification, with prior approval of the employee's Department Director or Constitutional Officer or his/her designee, other than his/her own for one-half work day shall receive the higher rate of pay for such work for the time it is performed, and his/her salary shall be adjusted to the minimum of the new range or to an amount equal to five (5) percent above his/her present salary, whichever is higher, and in no instance would an employee receive less than his/her present salary.

6.5 Those employees in this unit who receive a promotion to a higher classification shall go to the minimum of the new range or receive a salary increase of five (5) percent, whichever is higher. The anniversary date for such employees shall not change.

7.

#### CALL-IN TIME

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

## 8. INSURANCE AND RETIREMENT BENEFITS

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

8.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with New Jersey statutes and regulations. Said insurance will continue under any self-insurance program or independent carrier the County may choose.

8.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public 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 purpose of this Program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-payment will be as follows:

\$12.00 brand name drugs; \$4.00 generic drugs

8.5 The County 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 eighteen thousand dollars (\$18,000).

8.6 The County agrees to provide a Dental Insurance Program to all eligible employees and their dependents. There shall be three types of coverage as follows:



1. Basic Dental Coverage (as defined by the current dental contract).
2. Premium Dental Insurance.
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 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 Effective January 1, 2012, employees will make insurance premium contributions at a rate not less than that mandated by statute and/or regulation. All Contributions that are not mandated by statute and/or regulation shall remain throughout the term of this agreement.

8.9 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.

8.10 The County agrees to add female contraceptives to the drug program. Injectables are not included.

## 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, grandchild, stepmother, stepfather, stepchild, stepsister, or stepbrother, said employee shall be excused for a period not to exceed five (5) consecutive working days in a seven-day period for bereavement purposes, commencing the day of death or day after date of death. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his/her normal work week, but in no event more than seven and one-half (7 ½) hours 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 or attend conventions. The Union shall be authorized an aggregate of no more than seventy (70) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the Department Director or Constitutional Officer. 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 Department Director or Constitutional Officer; 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 wage, with no maximum salary cap.

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

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

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

- a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in hourly units with prior approval of the Department Director or constitutional officer.
- 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. 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 employee's starting time in compliance with specific department regulations.

- (1) Failure to so notify his/her supervisor shall be cause for denial of the use of sick leave for that absence.
  - (2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.
- h.
- (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 Physician or by a physician designated by the County Physician. 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.
- i. Part-time permanent employees will earn sick time on the basis of one day earned for every 20 full days worked. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.
- j. Sick leave credits shall continue to accrue while an employee is on leave with pay or authorized leave of absence due to work-related injury or illness. Credits shall not accrue while an employee is on any leave without pay except active military leave.
- k. If an employee does not utilize any of his/her 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 the year shall receive a \$200.00 bonus payable by 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. This sick leave reduction incentive applies for each year of this contract.

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 hourly units. Said leave shall not be taken unless 24 hours notice thereof has been given to employee's supervisor. In the event that 24 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 unreasonable withheld absent an emergency. 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 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 purposes of this Article, any employee who is called upon to serve jury duty shall have his/her work schedule adjusted, if necessary, to place him/her on the normal (daytime) shift for the period of time he/she is required to serve jury duty.

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 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 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 from any divisions, to accept full-time Union employment. Sixty (60) days notice in writing shall be given to the Employer by any employee requesting such leave. The continuance of said leave shall be reviewed every three months.

11.3 All leaves of absence without pay shall be at the sole 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. SENIORITY

12.1 Seniority is defined as an employee's continuous length of service with the County beginning with his/her initial date of hire.

12.2 Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation, scheduling, and work shifts. Where ability to perform work and special skills are considerations in application of the above, determinations shall be made by the Employer.

12.3 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.

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

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

12.6 Senior employees who may meet the minimum qualifications for temporary or provisional appointments to fill a lateral or higher title shall be given preference over less senior employees or outside applicants. The only exception would be if the County shows a valid reason before appointing a less senior employee. This is subject to the grievance procedure. For purpose of out of title appointments, seniority will be determined by the time served in a title.

13. HOLIDAYS

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

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

13.2 For all employees not working a continuous operations schedule, holidays enumerated in the paragraph 13.1 above which fall on a Saturday shall be observed on the preceding Friday; holidays which fall on a Sunday shall be observed on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

13.3 For all employees working a continuous operations schedule, holidays enumerated in paragraph 13.1 above which fall on a Saturday or Sunday shall be observed on the Saturday or Sunday. This Saturday or Sunday observance shall be utilized as the date for overtime and holiday pay calculations. Holidays which fall within an employee's vacation period shall not be charged as vacation days.

13.4 In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his/her full regularly scheduled workday before and after the holiday, unless such absence is authorized with pay or ordered.

13.5 Part-time permanent employees with a set schedule are entitled to be paid holidays where the holiday occurs on a scheduled work day. Those without such a schedule are not entitled to be paid holidays. Part-time employees in a continuous operation with a set schedule who work on a holiday shall be compensated at the rate of time and one-half (1 ½) for the hours actually worked.

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

14

#### PERFORMANCE ASSESSMENT REVIEW

14.1 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.

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

14.3 The performance assessment review will not be tied to any monetary clauses during the term of this contract.

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

15.

#### GRIEVANCE PROCEDURE

15.1 A grievance is defined as:

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

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

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

Step One: The Union steward or employee, or both, shall take up the grievance with the employee's e Department Director 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 Director shall meet with the union representative to discuss the grievance. The Department Director shall render a decision in writing within five (5) days 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/constitutional officer or his/her designee within five (5) days from receipt of the response from the Department Director. No later than five (5) days after receipt of grievance, the County Administrator/constitutional officer or his/her designee shall meet with the union representative to discuss the grievance. The County Administrator or his/her designee shall give an answer in writing no later than five (5) days after the meeting.

Step Three: If the grievance is still unsettled, the Union may within thirty (30) days after the reply of the County Administrator/constitutional officer, by written notice to the County Administrator shall request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

15.2 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.

15.3 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 representative 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.

15.4 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 Constitutional Officer or his/her designated representative, permission for which shall not be unreasonably withheld.

16.

#### DISCIPLINE/DISCHARGE

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

16.2 In any instance where an employee is subject to disciplinary action which would result in lost time, such disciplinary action shall not be implemented for at least three (3) working days subsequent to the day when the incident occurred. During these three (3) days, the Employer and employee shall confer in an attempt to resolve the matter. Such procedure is not applicable in circumstances where the employee has been charged as follows:

- a. Incapacity due to mental or physical disability.
- b. Intoxication or suspicion of substance abuse while on duty.
- c. Disorderly or immoral conduct.
- d. Where violence and/or the health and safety of other employees or Employer may be involved.
- e. Serious neglect of duty.

16.3 In any disciplinary action against an employee, said employee shall be entitled to written notice of the charges and specifications and a hearing. Further, the charged employee shall have the right to Union representation at the disciplinary hearing.

16.4 Minor disciplinary hearings shall be scheduled within 90 days of the notification of disciplinary charges from the supervisor to employee unless a delay is mutually agreed to by the parties.

16.5 The parties agree that the hearing provided for in this Article shall be conducted in accordance with the following guidelines:

- a. All hearings shall be conducted in an informal manner, without reference to formal rules of evidence, but subject to the following principles:



1. The hearing officer shall admit all testimony having reasonable probative value, but may exclude immaterial, irrelevant, or unduly cumulative testimony.
  2. Direct and cross-examination witnesses shall be allowed. Either party may request that witnesses be sequestered. The hearing officer may determine that witnesses be sequestered without a request from either party.
  3. The petitioning employee shall not be required to testify, but if he/she does testify voluntarily, he/she may be cross-examined upon any matter relating to the hearing.
  4. Whenever written eyewitness accounts of incidents are used as evidence in cases involving removal or suspension, the person who prepared and/or signed such document shall be available for cross-examination unless such appearance presents undue hardship. Hearing shall be scheduled in keeping with this provision.
  5. The decision shall include:
    - (a) A short statement of the nature of the proceedings;
    - (b) Discussion of testimony or evidence;
    - (c) Specific finding of fact;
    - (d) Conclusion and decision based on findings of fact and applicable laws and rules.
  6. A copy of the Hearing Officers decision shall be transmitted to all parties.
- b. The Provisions of this Section (18.4) are not grievable, however, instances of non-adherence to the above guidelines when reported by the Union to the County Administrator shall be investigated and corrected.

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

- a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five days at one time; suspensions or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal to the Merit System Board and shall be precluded from having the Union move his appeal to binding arbitration.
- b. The Union, in behalf of a permanent employee against whom disciplinary action has been taken which does not result in a penalty enumerated in paragraph 18.4(a) above, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step IV of the Grievance Procedure.

16.7 The County agrees to provide a copy of any incident report or written reprimand that is to be included in an employee's personnel record to the affected employee. Further, said employee shall have the right to respond in writing to the incident report or written reprimand, a copy of said written response to be placed in the employee's personnel record file.

16.8 The County and the Union agree that letters of reprimand for disciplinary purposes will not be used against the employee's disciplinary record after one year from the date of the letter of reprimand. However, the document will remain in the employee's file for legal purposes.

## 17. SAFETY AND HEALTH

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

17.2 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. EQUAL TREATMENT

18.1 The County and the Union agree that there shall be no discrimination or favoritism for reasons of gender, age, nationality, race, marital status, religion, political affiliation, Union

membership, participation in Union Activities, and/or disability as defined by the ADA, LAD or any other applicable anti-discriminatory statute or regulation.

19.

#### WORK RULES

19.1 The Employer may, after negotiations with the union, establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitable applied and enforced.

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

20.

#### ANNUAL VACATION LEAVE

20.1 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 with prior written approval of the Department director or Constitutional Officer. Vacation requests shall not be unreasonably denied.

20.2 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 (6) year to completion of tenth (10) year, fifteen (15) working days.
- d. From beginning of eleventh (11) year to completion of fifteenth (15) year, twenty (20) working days.
- e. From beginning of sixteenth (16) year to completion of nineteenth (19) year, twenty-five (25) working days.
- f. At beginning of twentieth (20) year, thirty (30) working days.

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

20.4 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/her vacation period.

20.5 An employee who is called back to work while on authorized vacation, shall be paid one days pay in addition to regular days pay and shall not lose vacation day or days.

20.6 Vacation allowance must be taken during the current calendar year unless the Employer determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of fifteen (15) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding calendar year, up to a maximum of thirty (30) days with prior approval from the applicable Department Director/Constitutional Officer.

20.7 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.

20.8 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 become effective and any vacation leave which may have been carried over from the preceding calendar year.

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

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

20.10 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.

#### LONGEVITY

21.1 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 have added to their gross per annum pay an additional \$300 commencing with the first day of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, additional monies as set forth in the longevity schedule.

The longevity 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

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.

## 22. CLOTHING MAINTENANCE ALLOWANCE

22.1 The Employer agrees to continue to pay an annual clothing maintenance allowance to each full-time employee covered by this Agreement that has received an annual clothing maintenance allowance to be used by the employee for the maintenance of his/her uniform. The annual clothing allowance total shall be \$375.00, and shall be payable by December 15 of each year.

22.2 The allowance referred to above shall be earned on a monthly basis, provided the employee works a minimum of one (1) day in any calendar month.

22.3 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 Article entitled "Non-Paid Leaves of Absence", shall be paid a prorated share of the annual clothing maintenance allowance for each calendar month in which the employee works at least one (1) day.

22.4 Employees covered by this Agreement who voluntarily terminate their employment with the County of Mercer, excepting as provided in Paragraph 23.3 above, or whose employment is terminated for cause shall not be entitled to payment of the annual clothing maintenance allowance or any prorated portion thereof.

22.5 The annual clothing maintenance allowance shall only be applicable to those employees who are uniformed or were receiving a clothing maintenance allowance at the time of this Agreement.

23.

### STIPENDS

23.1 Full-time employees entitled to a bi-lingual stipend will be given oral and written examination from Spanish to English and English to Spanish as determined by the Department Director or Constitutional Officer. Candidates who successfully pass the examination and are approved by the Department Director will be entitled to a stipend of \$400 for 2012, 2013, and 2014. This stipend shall be payable each January 1 on a pro-rated basis during the calendar year.

23.2 Prosecutor Office employees that have received or are entitled to receive a law enforcement longevity stipend as of the date of this Agreement will continue to receive a law enforcement longevity stipend. Prosecutor Office employees that have completed ten (10) years of continuous law enforcement service with the County of Mercer shall receive an annual Four Hundred (\$400.00) dollar stipend. Prosecutor Office employees that have completed fifteen (15) years of continuous law enforcement service with the County of Mercer shall receive an annual Six Hundred and Fifty (\$650.00) dollar stipend. These stipends shall not count as earnings in the calculation of overtime payments. Payments shall be made on a pro-rated basis with each salary check. Law enforcement longevity shall be considered in total with salary for pension purposes.

24.

### FAMILY LEAVE

24.1 Notwithstanding the provisions of Article 9.4 (Sick Leave with Pay), a full-time (excluding seasonal employees) 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 twelve week 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 twelve week 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 to return to work prior to their return.

24.2 The County and the Union agree that the provisions of the Family Leave Act and Federal Family Medical Leave Act shall be abided by during the term of this Agreement.

25.

### CLASSIFICATIONS AND JOB DESCRIPTIONS

25.1 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.

25.2 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.

26.

### STRIKES AND LOCKOUTS

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

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

27.

### GENERAL PROVISIONS

27.1 The employer agrees to make available one (1) locked, glass-enclosed bulletin board at each of the following locations:

- a. Courthouse
- b. Administration Building
- c. Mercer County Garage

The bulletin boards shall be used for posting of the following notes: Union bulletins, Union elections, Union election returns, Union appointments to office, and Union recreational and social affairs. Such notices shall first be approved by the Department Director/Constitutional Officer.

27.2 The County agrees to provide the County mileage reimbursement to all Union employees who are required to use their own private vehicles in connection with the performance of their job duties. Employees will not be required to utilize their personal vehicle for County business.

27.3 The provisions of this Agreement shall only apply to those employees in the Union 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.

27.4 The County agrees to post a notice regarding any promotional job vacancy. Said notice shall be posted for ten (10) business days. It shall be first posted in the department, division or office where the vacancy exists. Any employee who is interested in this posted job vacancy shall be required to make his/her interest known, in writing, to their supervisor.

27.5 If the County offices are officially closed due to emergency or inclement weather, employees in this bargaining unit shall be granted a compensatory day off if working. The County Executive or his designee will determine if County offices are closed.

27.6 Any employee will not lose a scheduled sick, vacation or personal day due to the County closing offices due to any emergency or inclement weather. Employee will be charged for the time that the County was open.

27.7 The Union and County agree that they will meet subsequent to the signing of the Agreement, at the request of the Union, to discuss and settle non-economic language issues in the Agreement.

28. SEPARABILITY AND SAVINGS

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

28.2 Upon request of either party, the parties agree to meet as soon as practicable and renegotiate any provision so affected.

29. MILITARY LEAVE

29.1 All employees covered by the terms of this Agreement who are ordered or required to perform active military duty shall be granted the necessary time off from work or granted a leave of absence during the period of such military duty in accordance with applicable Federal and State statutory authority. This statutory authority shall be dispositive as to whether or not said time off on leave of absence shall be paid or unpaid.

30. TERMINATION

30.1 Subject to the terms of this Agreement and the grievance procedure, the Employer has the right and responsibility to direct the affairs of the 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.

30.2 This Agreement shall be effective as of the first day of January 2012 and shall remain in full force and effect until the 31st day of December 2014. 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 September 1st of any succeeding year.

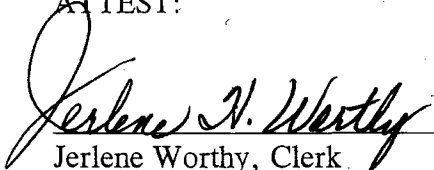
In the event that such notice is given, negotiations shall begin not later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

30.3 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.

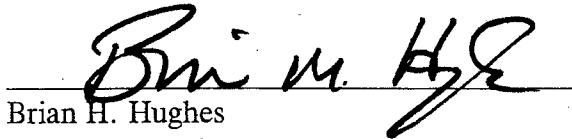


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 20<sup>th</sup> day of August, 2012.

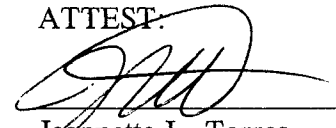
ATTEST:

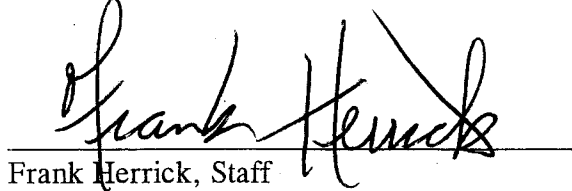
  
\_\_\_\_\_  
Jerlene Worthy, Clerk  
Board of Freeholders

COUNTY OF MERCER

  
\_\_\_\_\_  
Brian H. Hughes  
County Executive

ATTEST:

  
\_\_\_\_\_  
Jeannette L. Torres  
President, AFSCME Local 3566

  
\_\_\_\_\_  
Frank Herrick, Staff  
Representative AFSCME  
Council Number 73

## ADDENDUM I – PARK COMMISSION

### SCHEDULE I

#### PARK COMMISSION

1. The work week for Park Managers shall consist of a rotating schedule with four (4) days on, two (2) days off during the Saturday through Sunday week, not to exceed 35 hours per week with a one hour unpaid lunch. The exception is the Skating Rink schedule (see below).
2. In accordance with section 5.8 of the union contract, all work performed outside the 35 hour schedule in a week period will be at a rate of one and a half time for overtime. Employees in Parks must use compensatory time within six (6) months of the date it is earned. If not used within six (6) months, such time will be paid out as overtime.
3. The Park Commission is considered a continuous operation with schedules to be set based on facility hours of operation. Management retains the right to alter in accordance with 4.3 of the main section of the contract.
4. **The Tennis Center:** The daily hours of operation are 7:30 a.m. through 10:30 p.m. Monday through Thursday and 7:30 a.m. through 9:00 p.m. Friday through Sunday all year round.

**Golf Course:** The daily hours of operation are based on the Park Commission published course schedule which is determined each January.

**Skating Rink:** The daily hours of operation are 7:00 a.m. through 11:00 p.m., November 1<sup>st</sup> through March 31<sup>st</sup>.

6. In accordance with 5.1c. of the union contract, Park Rangers scheduled to work on a holiday will receive scheduled holiday pay. If a Park Manager does not work on the holiday, they will receive non-scheduled holiday pay. All others will receive non scheduled holiday pay.
7. Park Managers may be transferred between any of the Park Commission facilities at management discretion.

#### **Park Rangers**

1. The work week for Park Rangers shall consist of a rotating schedule with four (4) days on, two (2) days off during the Saturday through Sunday week, not to exceed 40 hours per week with a one hour paid lunch.
2. Park Rangers work five (5) eight (8) hour days or four (4) ten (10) hour days.
3. In accordance with section 5.8 of the union contract, all worked performed outside the 40 hour schedule in a one week period will be at a rate of one and a half time for overtime. Employees in Parks must use compensatory time within six (6) months of the date it is earned. If not used within six (6) months, such time will be paid out as overtime.

4. Park Rangers daily hours of operation are 7:00 a.m. through 12:00 midnight year round.
5. **Shift Differential** – Park Rangers will receive shift differential in the amount of (\$.90) additional per hour for the hours worked between 2:00 p.m. and 12:00 p.m.
  - a. The Employer maintains the right to assign employees, whether superior officers or rank and file, to shifts the Employer deems suitable to properly provide County services and/or provide supervision.
6. In accordance with 5.1 c. of the union contract, Park Rangers scheduled to work on a holiday will receive scheduled holiday pay. If a Park Ranger does not work on the holiday, they will receive non-scheduled holiday pay. All others will receive non scheduled holiday pay.
7. Special Events – The Employer will maintain a rotating system for assigning special events. Management retains the right to remove employees from the special event rotating system for **just** cause, i.e. complaints, and disciplinary record or based upon special needs of the event.

#### ADDENDUM II - LIBRARY

1. The work week shall be defined as a continuous operation. The regular hours of work for the Mercer County Library System are 9:00 AM to 5:00 PM, 9:30 AM to 5:30 PM, or 1:00 PM to 9:00 PM. Depending upon scheduling, some weeks may call for a slight variation of this schedule, however, all full-time employees shall work a 35 hour week.
2. All work performed by full-time employees on Saturdays shall be granted an additional day off on an hour for hour basis during the regular work week.
3. The normal work shift for library employees covered by this agreement will be 8 hours per day with a one hour unpaid meal period. A Sunday workday consists of 5 hours for which the employee is compensated as if they worked a regular workday.
4. If any full-time employee is scheduled to work a Saturday and Sunday and the library is closed due to an emergency or inclement weather, the employee will be paid for that day.

JANUARY 1, 2012 AFSCME - SUPERVISORS RANGES (1.5% Increase)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
U01	30,932	32,781	34,632	36,481	38,334	40,184	42,035	43,887	45,736	51,505
U03	31,764	33,529	35,293	37,058	38,823	40,588	42,352	44,117	45,882	49,567
U05	33,389	34,627	35,865	37,103	38,341	39,579	40,817	42,055		
U07	35,522	37,335	39,148	40,961	42,775	44,588	46,400	48,214	50,027	53,929
U09	35,923	39,946	43,969	47,992	52,016	56,039	60,062	64,086		
U11	36,083	37,408	38,732	40,057	41,381	42,705	44,030	45,357		
U13	36,169	38,139	40,109	42,080	44,051	46,021	47,991	49,962	51,932	56,075
U15 *	37,243	67,169								
U17	38,928	41,213	43,496	45,780	48,065	50,349	52,633	54,918	57,201	61,883
U19	40,006	42,152	44,299	46,446	48,592	50,740	52,886	55,034	57,180	61,717
U20	44,305	46,525	48,745	50,964	53,183	55,403	57,622	59,841	62,060	66,215
U21	42,352	44,920	47,486	50,053	52,619	55,187	57,753	60,320	62,886	68,092
U22	42,449	45,826	49,203	52,581	55,958	59,335	62,712	66,088		
U23	42,450	44,791	47,133	49,475	51,818	54,159	56,501	58,844	61,186	66,088
U25	42,674	45,070	47,465	49,861	52,258	54,653	57,049	59,444	61,840	66,825
U27	43,316	45,561	47,807	50,053	52,299	54,544	56,790	59,036	61,282	66,088
U29	32,654	33,892	35,134	36,377	37,616	38,858	40,098	41,338	42,581	47,428
U31	46,203	48,919	51,636	54,353	57,069	59,785	62,501	65,217	67,935	73,498
U33	47,166	49,839	52,513	55,187	57,860	60,534	63,207	65,881	68,554	74,099
U34	48,702	52,162	55,623	59,083	62,543	66,003	69,464	72,923		
U35	48,702	51,079	53,456	55,834	58,211	60,589	62,966	65,343	67,721	72,923
U37	51,118									
U39	51,552	54,166	56,781	59,394	62,008	64,623	67,237	69,852	72,465	78,106
U41 *	52,170	86,146								
U43	52,651									
U45	53,214	54,692	56,170	57,647	59,125	60,603	62,081	63,559	65,037	66,516
U47	54,400	57,368	60,336	63,305	66,273	69,241	72,209	75,176	78,144	84,382
U49	56,450	58,295	60,140	61,985	63,831	65,676	67,522	69,366	71,212	76,002
U50	57,564	59,390	61,217	63,046	64,872	66,698	68,526	70,355	72,183	80,103
U51	59,330									
U52	59,392	62,265	65,139	68,012	70,886	73,761	76,634	79,508	82,381	88,690
U53	61,075									
U55	63,073	63,783	64,493	65,202	65,913	66,622	67,332	68,041	68,752	72,260
U57	64,965									
U59	67,876									
U61	71,917									
U62	74,735	76,750	78,425	80,271	82,116	83,961	85,806	87,652	89,496	95,025
U63	77,766									
U65	81,237									
U67	18,3458	19,0258	19,7059	20,3860	21,0665	21,7467	22,4269	23,1070		
U69	19,7379	21,9483	24,1590	26,3695	28,5800	30,7905	33,0010	35,2121		
U71	19,8729	20,9557	22,0379	23,1208	24,2036	25,2864	26,3686	27,4514	28,5343	30,8105
U73	23,3239	24,6106	25,8973	27,1839	28,4712	29,7579	31,0446	32,3319		
U75	24,6243	25,8955	27,1788	28,4499	29,7211	31,0044	32,2755	33,5588	34,8300	37,5660
U76	27,6821	29,6489	31,6157	33,5825	35,5494	37,5162	39,4830	41,4492		
U77	27,6751	29,0310	30,3869	31,7186	33,0745	34,4305	35,7864	37,1302	38,4861	41,4521

\* = No Steps

JANUARY 1, 2013 AFSCME - SUPERVISORS RANGES (1.5% Increase)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
U01	31,396	33,272	35,152	37,028	38,909	40,787	42,666	44,545	46,422	52,278
U03	32,240	34,031	35,823	37,614	39,405	41,196	42,988	44,779	46,570	50,311
U05	33,890	35,146	36,403	37,659	38,916	40,173	41,429	42,686		
U07	36,054	37,895	39,735	41,575	43,417	45,256	47,096	48,938	50,778	54,738
U09	36,462	40,545	44,629	48,712	52,796	56,879	60,963	65,047		
U11	36,625	37,969	39,313	40,657	42,002	43,346	44,690	46,038		
U13	36,711	38,712	40,711	42,711	44,711	46,712	48,711	50,711	52,711	56,916
U15 *	37,802	68,177								
U17	39,512	41,831	44,148	46,467	48,786	51,104	53,423	55,742	58,059	62,812
U19	40,606	42,785	44,963	47,143	49,321	51,501	53,679	55,859	58,038	62,643
U20	44,970	47,222	49,476	51,728	53,981	56,234	58,487	60,739	62,991	67,208
U21	42,988	45,594	48,199	50,804	53,409	56,015	58,620	61,225	63,829	69,113
U22	43,086	46,514	49,942	53,369	56,797	60,225	63,652	67,079		
U23	43,086	45,463	47,840	50,217	52,595	54,972	57,349	59,727	62,104	67,079
U25	43,314	45,746	48,177	50,609	53,042	55,473	57,905	60,336	62,768	67,828
U27	43,965	46,245	48,524	50,804	53,083	55,363	57,642	59,922	62,201	67,079
U29	33,144	34,401	35,661	36,923	38,181	39,441	40,700	41,958	43,219	48,139
U31	46,896	49,653	52,411	55,168	57,925	60,682	63,439	66,196	68,954	74,601
U33	47,873	50,586	53,301	56,015	58,728	61,442	64,155	66,869	69,582	75,210
U34	49,433	52,945	56,457	59,969	63,481	66,994	70,506	74,017		
U35	49,433	51,845	54,258	56,672	59,084	61,498	63,910	66,323	68,736	74,016
U37	51,885									
U39	52,325	54,979	57,633	60,285	62,939	65,592	68,246	70,899	73,552	79,277
U41 *	52,952	87,438								
U43	53,441									
U45	54,012	55,512	57,012	58,512	60,012	61,512	63,012	64,512	66,013	67,514
U47	55,216	58,229	61,241	64,255	67,267	70,279	73,292	76,304	79,316	85,648
U49	57,296	59,170	61,042	62,915	64,788	66,661	68,534	70,407	72,280	77,142
U50	58,427	60,281	62,135	63,991	65,845	67,699	69,554	71,411	73,266	81,304
U51	60,220									
U52	60,283	63,199	66,116	69,033	71,949	74,867	77,784	80,700	83,617	90,020
U53	61,991									
U55	64,020	64,739	65,460	66,180	66,901	67,621	68,342	69,062	69,783	73,344
U57	65,939									
U59	68,894									
U61	72,996									
U62	75,856	77,901	79,601	81,475	83,347	85,221	87,093	88,966	90,839	96,450
U63	78,933									
U65	82,456									
U67	18.6209	19.3112	20.0015	20.6918	21.3824	22.0729	22.7633	23.4536		
U69	20.0339	22.2776	24.5214	26.7650	29.0087	31.2524	33.4961	35.7403		
U71	20.1710	21.2701	22.3685	23.4676	24.5666	25.6657	26.7641	27.8632	28.9623	31.2727
U73	23.6738	24.9798	26.2857	27.5917	28.8983	30.2043	31.5102	32.8169		
U75	25.8555	27.1903	28.5377	29.8724	31.2071	32.5546	33.8893	35.2367	36.5715	39.4443
U76	29.0662	31.1314	33.1965	35.2617	37.3268	39.3920	41.4572	43.5217		
U77	29.0589	30.4826	31.9063	33.3046	34.7283	36.1520	37.5757	38.9867	40.4104	43.5247

\* = No Steps

JANUARY 1, 2014 AFSCME - SUPERVISORS RANGES (1.5% Increase)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
U01	31,867	33,772	35,679	37,584	39,492	41,398	43,306	45,213	47,118	53,062
U03	32,724	34,542	36,360	38,178	39,996	41,814	43,633	45,451	47,269	51,065
U05	34,398	35,674	36,949	38,224	39,500	40,775	42,051	43,326		
U07	36,595	38,464	40,331	42,199	44,068	45,935	47,803	49,672	51,539	55,559
U09	37,009	41,153	45,298	49,443	53,588	57,733	61,877	66,023		
U11	37,174	38,538	39,903	41,267	42,632	43,996	45,361	46,728		
U13	37,262	39,292	41,321	43,352	45,382	47,412	49,441	51,472	53,502	57,770
U15 *	38,369	69,200								
U17	40,105	42,458	44,810	47,164	49,517	51,871	54,224	56,578	58,930	63,754
U19	41,215	43,426	45,638	47,850	50,061	52,273	54,485	56,697	58,908	63,582
U20	45,645	47,931	50,218	52,504	54,790	57,078	59,364	61,650	63,936	68,216
U21	43,633	46,278	48,922	51,566	54,210	56,855	59,499	62,143	64,787	70,150
U22	43,732	47,212	50,691	54,170	57,649	61,128	64,607	68,085		
U23	43,733	46,145	48,558	50,970	53,384	55,796	58,209	60,623	63,035	68,086
U25	43,964	46,432	48,900	51,368	53,837	56,305	58,773	61,241	63,709	68,845
U27	44,625	46,938	49,252	51,566	53,879	56,193	58,507	60,820	63,134	68,086
U29	33,641	34,917	36,196	37,476	38,753	40,032	41,310	42,587	43,868	48,861
U31	47,599	50,397	53,197	55,995	58,794	61,592	64,390	67,189	69,988	75,720
U33	48,591	51,345	54,100	56,855	59,609	62,364	65,117	67,872	70,626	76,338
U34	50,174	53,739	57,304	60,869	64,434	67,998	71,563	75,127		
U35	50,174	52,623	55,072	57,522	59,970	62,420	64,869	67,318	69,767	75,127
U37	52,663									
U39	53,110	55,804	58,497	61,189	63,883	66,576	69,270	71,963	74,655	80,466
U41 *	53,747	88,749								
U43	54,242									
U45	54,822	56,345	57,868	59,389	60,912	62,435	63,957	65,480	67,003	68,527
U47	56,045	59,102	62,160	65,219	68,276	71,334	74,391	77,449	80,506	86,932
U49	58,156	60,057	61,957	63,859	65,760	67,661	69,563	71,463	73,364	78,299
U50	59,304	61,185	63,067	64,951	66,832	68,714	70,598	72,482	74,365	82,524
U51	61,123									
U52	61,187	64,147	67,108	70,068	73,028	75,990	78,950	81,911	84,871	91,371
U53	62,921									
U55	64,980	65,710	66,442	67,173	67,905	68,635	69,367	70,098	70,830	74,444
U57	66,928									
U59	69,928									
U61	74,091									
U62	76,994	79,069	80,795	82,697	84,598	86,499	88,399	90,301	92,201	97,897
U63	80,117									
U65	83,693									
U67	18.9003	19.6008	20.3015	21.0022	21.7032	22.4040	23.1048	23.8054		
U69	20.3344	22.6117	24.8892	27.1665	29.4438	31.7212	33.9985	36.2764		
U71	20.4736	21.5891	22.7040	23.8196	24.9351	26.0507	27.1656	28.2812	29.3967	31.7418
U73	24.0289	25.3545	26.6800	28.0056	29.3318	30.6573	31.9829	33.3091		
U75	27.1483	28.5498	29.9646	31.3660	32.7675	34.1823	35.5838	36.9986	38.4000	41.4165
U76	30.5195	32.6879	34.8563	37.0248	39.1932	41.3616	43.5300	45.6978		
U77	30.5118	32.0067	33.5016	34.9698	36.4647	37.9596	39.4545	40.9360	42.4309	45.7010

\* = No Steps

## Appendix A

<u>TITLE</u>	<u>NEW RANGE</u>	<u>HOURS PER WEEK</u>
Accountant	U13	35
Administrative Analyst	U27	35
Advocate Victim Witness Program	U15	35
Agent to the Prosecutor	U41	35
Assistant Administrative Analyst	U21	35
Assistant Building Superintendent	U33	35
Assistant Chief Clerk	U57	35
Assistant Purchasing Agent	U49	35
Asst. Superintendent of Weights and Measurers	U13	35
Building Superintendent	U31	37.5
Buyer	U13	35
Captain - Park Rangers	U50	40
Chief Clerk	U25	35
Coordinator of Nurse Examiner (SANE)	U35	35
Coordinator of Nurse Examiner (SANE) PT	U77	
County Superintendent of Weights and Measurers	U19	35
County Victim Witness Coordinator	U61	35
Data Processing Technician	U51	35
Director of Community Outreach	U65	35
Entomologist Mosquito Extermination	U19	37.5
Executive Assistant	U37	35
Field Representative Energy Conservation	U07	35
Heating System Specialist	U19	35
Housing Inspector	U13	35
Industrial Representative	U31	35
Librarian	U09	35
Librarian PT	U69	
Library Associate	U05	35
Library Associate PT	U67	
Lieutenant Park Rangers	U20	40
Maintenace Supervisor	U17	37.5
Management Specialist/Supervising Library Assistant	U23	35
Multi-Disciplinary Team Coordinator	U59	35
Office Supervisor	U55	35
Paralegal Specialist	U43	35
Park Manager	U01	35
Park Ranger	U29	40
Principal Accountant	U39	35

Principal Librarian	U34	35
Principal Librarian PT	U76	
Program Analyst	U13	35
Program Analyst PT	U71	
Program Coordinator Concern of Women	U13	35
Program Coordinator Senior Citizen Trans	U13	35
Program Development Aide	U13	35
Program Development Aide PT	U71	
Program Development Specialist Aging	U13	35
Program Development Specialist Community Services	U45	35
Program Development Specialist Youth Services	U13	35
Program Spec./Alcohol Abuse Act	U19	35
Records Manager	U52	35
Recreation Supervisor	U31	35
Research Asst./Criminal Info.	U17	35
Scheduler	U03	35
Senior Accountant	U45	35
Senior Administrative Analyst	U35	35
Senior Budget Examiner	U31	35
Senior Field Representative Housing	U17	35
Senior Librarian	U22	35
Senior Librarian PT	U73	
Senior Program Development Specialist	U19	35
Social Service Assistant	U13	35
Social Work Specialist	U23	35
Social Worker - Aging	U13	35
Supervising Clerk Typist - Prosecutor	U45	35
Supervising Library Assistant	U11	35
Supervisor of Accounts-Prosecutor	U53	35
Supervisor Program Development Specialist	U27	35
Supervisor Program Development Specialist PT	U75	
Technical Asst./Contract Admin.	U13	35
Technician, MIS	U27	35
Technician, MIS-Prosecutor	U63	35
Youth Services Counselor	U13	35



**Approved as to Form and Legality**

**Date**

*Erin G. Conley*  
 .....  
**County Counsel**

.....  
 August 16, 2012

AMEND RESOLUTION NO. 2012-289, ADOPTED JUNE 14, 2012, AND AUTHORIZE THE COUNTY EXECUTIVE AND CLERK TO THE BOARD TO EXECUTE AN AMENDMENT TO THE CONTRACT BETWEEN AFSCME LOCAL 3566 PROFESSIONAL/SUPERVISORS UNIT AND THE COUNTY OF MERCER, UPON APPROVAL BY COUNTY COUNSEL. THREE (3) YEAR CONTRACT: JANUARY 1, 2012 TO DECEMBER 31, 2014 – AMEND CONTRACT TO REFLECT CORRECTED SALARY RANGES (AMENDMENT NO. 1)

WHEREAS, AFSCME Local 3566 is the sole and exclusive bargaining agent for the Professional/Supervisors Unit; and,

WHEREAS, it is in the best interest of the County of Mercer to execute said Contract; and,

WHEREAS, an Amendment (Amendment No. 1) is now required to correct a clerical error made in the original Contract, which resulted in salary ranges calculated incorrectly; now, therefore,

.....  
**Clerk to the Board**

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X					✓	Frisby	X					
Carabelli	X						Koontz	X				✓	
Cimino				X			Walter	X					
Colavita	X												

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

- 2 -

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute an Amendment (Amendment No. 1) to the Contract between the AFSCME Local No. 3566 Professional/Supervisors Unit and the County of Mercer, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a certified copy of this Resolution, along with an executed copy of the Amendment, to the AFSCME Local 3566 Professional/Supervisors, the County Administrator, Personnel Director, County Treasurer, Public Employees Commission (PERC), and the IMLR Library.

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

  
Mercer County Board of Freeholders

.....  
*Clerk to the Board*