

AGREEMENT

Between

The County of Mercer

and

**AFSCME Local 3566
(Professional Unit)**

AFL-CIO

Effective: January 1, 2009

Expiration: December 31, 2011

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PREAMBLE

This Agreement dated May ___, 2010, 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 May ___, 2010, 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 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union, 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 The weekly work schedule shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for employees in continuous operations. A continuous operation is defined as an operation where the nature of the work provides for more than an eight (8) hour period per day and/or more than five (5) days per week. For purposes of definition, the Library and Park Commission are considered a continuous operation (See Addendum I and Addendum II). Any exceptions to the work schedules as outlined above may be made by the County and the Union by mutual agreement.

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 notice with prior consultation with the Union.

5.

OVERTIME

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

a. Weekly. All work performed in excess of the employee's work schedules as set forth on Appendix A, excluding meal periods.

b. All work performed on the sixth workday as such of any work week, excepting those operations exempted by mutual agreement between the Employer and the Union.

c. All work performed on a holiday plus the regular day's pay except as modified by Paragraph 5.2 below.

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

5.7 The Employer will provide meals for employees working overtime through a regularly scheduled meal time with the stipulation that the employee has worked four (4) 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 ninety (90) days of the date it is earned. If the compensatory time is not utilized within ninety (90) days said compensatory time shall be converted to and paid as overtime.

6. PAY SCALES OR RATES OF PAY

6.1 The 2009, 2010 and 2011 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, 2009, all employees shall receive a zero (0%) percent salary increase and there shall be no step movement.

b. Effective January 1, 2010, all employees shall receive a zero (0%) percent salary

increase.

- c. Effective July 1, 2010, all employees in grade January 1, 2010 shall receive one increment on the step guide within the salary range for their respective title as set forth on the compensation schedule attached.
- d. Effective January 1, 2011, all employees shall receive a two and one half (2.5%) percent salary increase.
- e. Effective July 1, 2011, all employees in grade January 1, 2011 shall receive one increment on the step guide within the salary range for their respective title as set forth 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 an entire 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, 2007, each active employee except those with single coverage shall have deducted from his or her salary \$24.00 per pay period for all medical and dental insurance. Those employees with single coverage shall have \$19.00 per pay period deducted for such medical and dental insurance coverage. There shall be no other increase of this health co-payment for the duration of this contract.

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.

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 twenty (20) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the 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.

9.5 PERSONAL LEAVE - All permanent employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in one-half (1/2) day 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.

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 grievant 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 grievant 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 this Agreement without just cause.

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

- a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five days at one time; suspensions or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his/her statutory right of appeal to the Merit System Board and shall be precluded from having the Union move his/her appeal to binding arbitration.
- b. The Union, in behalf of a permanent employee against whom minor disciplinary action of three (3) days or less has been taken shall have the right to appeal this disciplinary action to Step III of the Grievance Procedure. Minor discipline of four (4) or five (5) days may be appealed by the Union to Step III or Step IV of the Grievance Procedure.
- c. The Union, in behalf of a provisional or unclassified employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action pursuant to 16.2(b) above.

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 Employer and Union agree to comply with the relevant provisions of all Federal and State statutes prohibiting discrimination in the workplace.

18.2 The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

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.

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 twenty-five (25) days.

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 \$350.00, 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 2009, 2010, and 2011. 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 ten (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 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 this leave of absence be extended beyond this one-year period.

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 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.

27.2 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, 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 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 2009 and shall remain in full force and effect until the 31st day of December 2011. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by October 1st of any succeeding year.

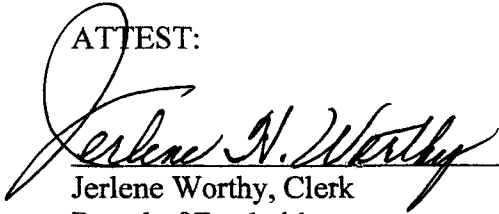
In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner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

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.

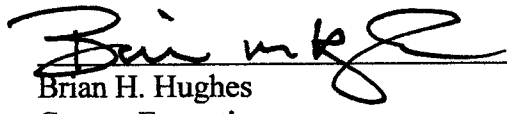
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 13th day of May, 2010.

ATTEST:

COUNTY OF MERCER

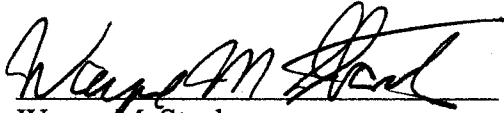


Jerlene Worthy, Clerk
Board of Freeholders

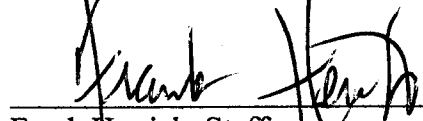


Brian H. Hughes
County Executive
~~AFSCME Local 3566~~

ATTEST:



Wayne M. Staub
President, AFSCME Local 3566



Frank Herrick, Staff
Representative AFSCME
Council Number 73
AFSCME Local 3566

ADDENDUM I – PARK COMMISSION

SCHEDULE I

PARK COMMISSION

1. The work week shall consist of five consecutive days, Monday through Friday. Employees working overtime on weekends shall be paid time and one-half for both Saturday and Sunday. All work on weekends shall be considered overtime.

(a) If the weekend work or any other overtime is other than normal Park commission duties, eg: County declared State of Emergency, etc., overtime will be paid in accordance with section 5 of the main contract.

2. All work performed outside of the Monday to Friday work schedule shall be overtime. Anything under 8 hours overtime on a given day (Monday to Friday) will be paid at a rate of time and one half. All work performed 8 hours or over shall be compensated by Compensatory Time at a rate of time and one half to be utilized at the discretion of the employee with the permission of the supervisor.

3. Golf course employees who come in to water from 10:00 p.m. to 6:00 a.m. shall remain on the job until 10:00 a.m. and be excused for the remainder of the day with pay and be credited with one comp. day.

4. Holidays will be covered by 5.1c and 5.2c.

5. During peak seasons, Golf Course starting times shall be 6:00 a.m. Monday to Friday and 5:00 a.m. weekends; at the Park 7:00 a.m. Monday to Friday and 6:00 a.m. on weekends.

6. Anything not addressed specifically in this addendum shall be covered by the main contract.

SCHEDULE II

PARK COMMISSION

1. All work performed between December 1st and March 31st shall consist of five consecutive days Monday through Friday, except for those employees assigned to the Skating Rink or Belle Mountain. From April to October 30th all work performed shall be in a continuous operation including Saturday and Sunday with no more than ten working days in a two week pay period. Employees scheduled to work Saturday and Sunday will have a choice of days off during the following week.

2. Starting times on all golf courses between April 1st and October 31st shall be 6:00 a.m. Monday through Friday and 5:00 a.m. Saturday and Sunday. Employees working at Mercer County Park shall report 7:00 a.m. Weekdays 6:00 a.m. Weekends.

3. Between December 1st and March 31st, employees at the golf course and the park shall

work from 7:00 a.m. to 3 p.m. When and if Daylight Savings Time comes into play, new times shall be negotiated between the Employer and the Union.

4. On Holidays, the Golf courses must schedule one half of the employees assigned to each course. The Mercer County Park must schedule one fourth of the total employees assigned to the Park.

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.

Appendix A

<u>TITLE</u>	<u>NEW RANGE</u>	<u>HOURS PER WEEK</u>
Accountant	U13	35
Administrative Analyst	U27	35
Administrative Director of Nursing	U47	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 Director of Nursing	U62	40
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
Hospital Utilization Review Coordinator	U39	40
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

<u>TITLE</u>	<u>NEW RANGE</u>	<u>HOURS PER WEEK</u>
Public Participation Specialist	U45	35
Records Manager	U53	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
Social Worker - Nursing Home	U13	35
Social Worker Supervisor - Geriatric Ct.	U25	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

JANUARY 1, 2010 AFSCME - SUPERVISORS RANGES (0% Increase)

	1	2	3	4	5	6	7	8	9	10
U01	29,731	31,509	33,288	35,065	36,846	38,624	40,404	42,184	43,961	49,506
U03	30,531	32,227	33,924	35,620	37,316	39,013	40,709	42,405	44,101	47,644
U05	32,093	33,283	34,473	35,663	36,853	38,043	39,233	40,423		
U07	34,143	35,887	37,629	39,371	41,115	42,857	44,600	46,343	48,086	51,836
U09	34,529	38,396	42,263	46,130	49,997	53,864	57,731	61,599		
U11	34,683	35,956	37,229	38,502	39,775	41,048	42,321	43,597		
U13	34,765	36,659	38,552	40,447	42,341	44,235	46,128	48,023	49,917	53,899
U15 *	35,798	64,563								
U17	37,417	39,613	41,808	44,004	46,199	48,395	50,591	52,786	54,981	59,482
U19	38,453	40,516	42,579	44,644	46,707	48,771	50,834	52,898	54,961	59,322
U20	42,586	44,719	46,853	48,986	51,119	53,253	55,386	57,519	59,652	63,645
U21	40,709	43,177	45,644	48,110	50,577	53,045	55,512	57,979	60,446	65,449
U22	40,802	44,048	47,294	50,540	53,786	57,032	60,278	63,523		
U23	40,802	43,053	45,304	47,555	49,807	52,058	54,308	56,560	58,811	63,523
U25	41,018	43,321	45,623	47,926	50,230	52,532	54,835	57,137	59,440	64,232
U27	41,635	43,793	45,952	48,110	50,269	52,428	54,586	56,745	58,904	63,523
U29	31,387	32,577	33,771	34,965	36,157	37,350	38,542	39,734	40,928	45,587
U31	44,410	47,020	49,632	52,243	54,854	57,465	60,076	62,686	65,298	70,646
U33	45,335	47,905	50,475	53,045	55,614	58,185	60,754	63,324	65,893	71,223
U34	46,812	50,138	53,464	56,790	60,116	63,442	66,768	70,093		
U35	46,812	49,097	51,382	53,667	55,952	58,238	60,522	62,807	65,093	70,093
U37	49,134									
U39	49,551	52,064	54,577	57,089	59,602	62,115	64,628	67,141	69,653	75,075
U41 *	50,145	82,802								
U43	50,608									
U45	51,149	52,569	53,990	55,410	56,830	58,251	59,672	61,092	62,513	63,935
U47	52,289	55,142	57,995	60,848	63,701	66,554	69,406	72,259	75,112	81,107
U49	54,259	56,033	57,806	59,580	61,353	63,127	64,901	66,674	68,448	73,052
U50	55,330	57,085	58,841	60,599	62,354	64,110	65,867	67,625	69,382	76,994
U51	57,027									
U52	57,087	59,849	62,611	65,373	68,135	70,898	73,660	76,422	79,184	85,248
U53	58,704									
U55	60,626	61,307	61,990	62,672	63,355	64,036	64,719	65,401	66,084	69,456
U57	62,443									
U59	65,242									
U61	69,126									
U62	71,835	73,771	75,381	77,156	78,929	80,703	82,476	84,250	86,023	91,337
U63	74,748									
U65	78,085									
U67	17.6335	18.2874	18.9412	19.5951	20.2489	20.9027	21.5566	22.2104		
U69	18.9720	21.0967	23.2214	25.3462	27.4709	29.5956	31.7203	33.8456		
U71	19.0889	20.1351	21.1812	22.2161	23.2622	24.2971	25.3319	26.3781	27.4242	29.6177
U73	22.4187	24.2022	25.9857	27.7692	29.5527	31.3363	33.1198	34.9027		
U75	22.8797	24.0608	25.2532	26.4343	27.6154	28.8078	29.9889	31.1812	32.3623	34.9045
U76	25.7209	27.5484	29.3758	31.2033	33.0308	34.8582	36.6857	38.5126		
U77	25.7144	26.9742	28.2341	29.4714	30.7313	31.9911	33.2510	34.4996	35.7594	38.5153

* = No Steps

JANUARY 1, 2011 AFSCME - SUPERVISORS RANGES (2.5% Increase)

	1	2	3	4	5	6	7	8	9	10
U01	30,475	32,296	34,120	35,942	37,767	39,590	41,414	43,238	45,060	50,744
U03	31,294	33,033	34,772	36,510	38,249	39,988	41,727	43,465	45,204	48,835
U05	32,896	34,115	35,335	36,554	37,774	38,994	40,214	41,433		
U07	34,997	36,784	38,570	40,356	42,143	43,929	45,715	47,502	49,288	53,132
U09	35,392	39,356	43,320	47,283	51,247	55,211	59,174	63,139	0	0
U11	35,550	36,855	38,160	39,465	40,769	42,074	43,379	44,687	0	0
U13	35,634	37,576	39,516	41,458	43,400	45,341	47,282	49,223	51,165	55,246
U15 *	36,693	66,177								
U17	38,353	40,604	42,853	45,104	47,354	49,605	51,856	54,106	56,356	60,969
U19	39,415	41,529	43,644	45,760	47,874	49,990	52,105	54,220	56,335	60,805
U20	43,651	45,837	48,024	50,211	52,397	54,584	56,771	58,957	61,143	65,236
U21	41,727	44,256	46,785	49,313	51,842	54,371	56,900	59,428	61,957	67,085
U22	41,822	45,149	48,476	51,804	55,131	58,458	61,785	65,111		
U23	41,822	44,129	46,436	48,744	51,052	53,359	55,666	57,974	60,282	65,111
U25	42,044	44,404	46,764	49,124	51,485	53,846	56,206	58,566	60,926	65,838
U27	42,675	44,888	47,101	49,313	51,526	53,738	55,951	58,164	60,376	65,111
U29	32,172	33,392	34,615	35,839	37,060	38,284	39,506	40,727	41,951	46,727
U31	45,520	48,196	50,873	53,549	56,225	58,901	61,578	64,254	66,931	72,412
U33	46,469	49,102	51,737	54,371	57,005	59,639	62,273	64,907	67,541	73,004
U34	47,982	51,391	54,801	58,210	61,619	65,028	68,437	71,845		
U35	47,983	50,324	52,666	55,009	57,351	59,694	62,035	64,377	66,720	71,845
U37	50,362									
U39	50,790	53,366	55,942	58,516	61,092	63,668	66,244	68,819	71,394	76,951
U41 *	51,399	84,872								
U43	51,873									
U45	52,427	53,884	55,340	56,795	58,251	59,707	61,164	62,620	64,076	65,533
U47	53,597	56,521	59,444	62,370	65,294	68,218	71,142	74,065	76,989	83,135
U49	55,615	57,434	59,251	61,069	62,887	64,706	66,524	68,341	70,159	74,878
U50	56,713	58,512	60,312	62,114	63,913	65,713	67,514	69,316	71,117	78,919
U51	58,453									
U52	58,514	61,345	64,176	67,007	69,838	72,670	75,502	78,333	81,164	87,379
U53	60,172									
U55	62,141	62,840	63,540	64,239	64,938	65,637	66,337	67,036	67,736	71,192
U57	64,005									
U59	66,873									
U61	70,854									
U62	73,631	75,615	77,266	79,085	80,902	82,721	84,538	86,356	88,174	93,620
U63	76,617									
U65	80,037									
U67	18.0746	18.7446	19.4147	20.0847	20.7551	21.4253	22.0955	22.7655		
U69	19.4462	21.6240	23.8020	25.9798	28.1577	30.3355	32.5133	34.6917		
U71	19.5792	20.6460	21.7122	22.7791	23.8459	24.9127	25.9789	27.0457	28.1126	30.3552
U73	22.9791	24.8073	26.6354	28.4635	30.2916	32.1197	33.9478	35.7753		
U75	23.4517	24.6624	25.8845	27.0952	28.3058	29.5280	30.7386	31.9608	33.1714	35.7771
U76	26.3639	28.2371	30.1102	31.9834	33.8565	35.7297	37.6029	39.4755		
U77	26.3573	27.6486	28.9399	30.2082	31.4996	32.7909	34.0823	35.3621	36.6534	39.4782

* = No Steps

Approved as to Form and Legality

Date

[Signature]
County Counsel

May 13, 2010

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A CONTRACT BETWEEN AFSCME LOCAL 3566 PROFESSIONAL/SUPERVISORS UNIT AND THE COUNTY OF MERCER, UPON APPROVAL BY COUNTY COUNSEL. THREE (3) YEAR CONTRACT JANUARY 1, 2009 TO DECEMBER 31, 2011

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; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are authorized to execute said 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, together with an executed copy of the Contract, to the AFSCME Local 3566 Professional/Supervisors, the County Administrator; the Personnel Director; the County Treasurer; Public Employees Commission (PERC) and to the IMLR Library.

I hereby certify this to be a true copy of the original.
[Signature]
Mercer County Board Clerk

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

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