

1417

AGREEMENT

BETWEEN

THE COUNTY OF MERCER

AND

LOCAL 2287 OF

THE AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES

AFL-CIO

Effective: January 1, 2001
Expiration: December 31, 2003

CONTENTS

Preamble

1. Recognition
2. Management Rights
3. Union Security
4. Work Schedules/Work Shifts
5. Overtime (Blue Collar and White Collar)
6. Pay Scales - Rates of Pay
7. Call-in Time
8. Insurance and Retirement Benefits
9. Paid Leaves of Absence
 - 9.1 Bereavement Days
 - 9.2 Union Business Days
 - 9.3 Occupational Injury Leave
 - 9.4 Sick Leave
 - 9.5 Sick Leave Buy Back
 - 9.6 Personal Leave
 - 9.7 Jury Duty
10. Absence Without Leave
11. Non-paid Leaves of Absence
12. Child Care/Maternity Leave
13. Military Duty
14. Seniority
15. Holidays
16. PAR - Performance Assessment Review
17. Grievance Procedure
18. Discipline/Discharge
19. Safety and Health
20. Equal Treatment
21. Work Rules
22. Annual Vacation Leave
23. Shift Pay
24. Longevity
25. Work Uniforms (Blue Collar)
26. Clothing Maintenance Allowance (Blue Collar)
27. Classifications and Job Descriptions
28. Strikes and Lockouts
29. General Provisions
30. Separability and Savings
31. Termination

Addendum I - Park Commission
Appendixes

The following represents the agreement between the County of Mercer and Local 2287 of the American Federation of State, County and Municipal Employees AFL-CIO for the period January 1, 2001 to December 31, 2003.

Wayne Schultz
Union President
AFSCME Local 2287

Harris A. Kline
Personnel Director
County of Mercer

PREAMBLE

This Agreement, dated _____ between the County of Mercer, hereinafter referred to as the "Employer," and Local Number 2287 of the American Federation of State, County, and Municipal Employees (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 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 the Board of Chosen Freeholders.

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

1. RECOGNITION

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

2. MANAGEMENT RIGHTS

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

3. UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his 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 are defined and shall be made in compliance with "Title 52 of the Revised Statutes," as amended by Chapter 345, P.L. 1981. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice

of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to AFSCME Local 2287. Existing written authorization for dues deduction to an employee organization other than AFSCME Local 2287 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 temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer. This clause is not applicable to Court employees.

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.

The Union 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 to the 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.

4. WORK SCHEDULES/WORK SHIFTS

4.1 The work week 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 following agencies are considered as continuous operations: Correction Center, Youth Detention Center, Geriatric Center and Park Commission (see Addendum I). Any exception to the work schedules as outlined above may be made by the Employer and the Union by mutual agreement.

4.2 Where the nature of the work involved requires continuous operations, employees will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly through the year.

- a. All full-time, permanent staff at the Mercer County Geriatric Center covered by this agreement (under blue collar) shall be scheduled to work twenty-six (26) alternating weekends per year excluding vacation requests. If an employee calls out ill on his or her assigned weekend, he or she will be rescheduled at the discretion of management. Schedule notification will be given within five (5)

calendar days. In cases of documented lengthy illnesses assigned weekends shall not be rescheduled.

- b. All full-time Hospital Attendants who work twenty-six (26) of their scheduled twenty-six (26) weekends will receive a \$100.00 bonus payable in January of the following year. Hospital Attendants must make up within a three-week period any weekend which they do not work. Failure to do so will result in that employee's placement at the bottom of the overtime list for one month.

4.3 The normal work shifts for all employees covered by this Agreement shall be as follows:

- a. White Collar - seven (7) hours per day with one (1) hour unpaid lunch.
- b. Blue Collar - seven and one-half (7 ½) hours per day with one-half (½) hour unpaid lunch period.
- c. Blue Collar (Institutional) - eight (8) hours per day with one-half hour paid lunch period.

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

4.5 Employees are entitled to a fifteen (15) minute break during each half (½) 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 not be accumulated and shall not interfere with operational needs.

5. OVERTIME
(Blue Collar)

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

- a. All work performed in excess of the following weekly work schedule:
 - 1. Blue Collar - 37 ½ hours.
 - 2. Blue Collar (Institutional) - 40 hours.
- 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.
- d. Any employee working an unscheduled work day will receive time and one half the regular rate of 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 Sunday, excepting continuous operations.

- b. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.
- c. All non-scheduled work performed on a holiday outside of an employee's normally scheduled work shift when an employee is called in to work because of a natural emergency (i.e., snow, ice and wind storms, flooding conditions).
- d. Any employee working both the first and second or third and fourth unscheduled work days within a pay period will receive time and one half the employee's regular rate for the first and/or third days and double time for the second and/or fourth days.

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

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

- a. Blue Collar - Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 37½ hours worked weekly. Overtime compensation at the rate of time and one-half an employee's straight-time hourly rate of pay shall be paid for all worked performed in excess of 37½ hours weekly.
- b. Blue Collar (Institutional) - Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 40 hours worked weekly. Overtime compensation at the rate of one and one-half an employee's straight-time hourly rate of pay shall be paid for all worked performed in excess of 40 hours weekly.

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, department and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked.

5.7 The County will provide meals for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked four (4) hours overtime, or if the employee is called in on an emergency basis before starting time and works through the regular breakfast hour.

5.8 No employee covered by the provisions of this Agreement shall be authorized to receive compensatory time off in lieu of wages earned on overtime.

(White Collar)

5.9 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 5.10 below.

- b. All work performed on a Saturday.
- c. All work performed on a holiday, plus the regular day's pay.

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

- a. All work performed on Sunday.
- b. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.

5.11 Authorized overtime work performed beyond the normal work schedule shall be calculated and paid in the following manner:

- a. From the termination of the normal work schedule through the first fifteen (15) minutes of authorized overtime, no compensation.
- b. From the sixteenth minute through the thirtieth minute of authorized overtime, a one-half hour overtime payment.
- c. From the thirty-first minute and thereafter of all authorized overtime, payment for all overtime worked, commencing with the termination of the normal work schedule through the termination of authorized overtime assignment.

5.12 Authorized sick days, vacation days, personal days, or any other authorized leaves of absence with pay are considered work days for the computation of overtime payments in Paragraphs 5.9 and 5.10 above.

5.13 Part-time employees are exempted from the overtime provisions of 5.9 and 5.10 above. They shall be compensated for all hours worked in accordance with the following schedule:

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

5.14 The Employer agrees to provide a meal allowance for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked two (2) hours overtime or is called in on an emergency basis before his normal starting time and works through his regular meal period. Employees so entitled, based on the above criteria will be paid a meal allowance at the rate of \$5, \$7, and \$10 for breakfast, lunch, and dinner, respectively.

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

5.15 All Employees covered by the provisions of this Article shall be entitled to elect to be paid for authorized overtime hours worked in accordance with Paragraphs 5.9, 5.10 and 5.11 above or to be given compensatory time off on an hour for hour basis. 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.

5.16 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.

6. PAY SCALES - RATES OF PAY

6.1 The rates of pay for all employees covered by this Agreement for calendar years 2001, 2002 and 2003 shall be set forth in the Compensation Schedules attached as Appendixes B through C.

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

6.3 The salary package for calendar years 2001, 2002 and 2003 shall be as follows:

- a. Effective January 1, 2001 all employees shall receive a two (2%) percent salary increase.
- b. Effective July 1, 2001 all employees in grade January 1, 2001 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedule attached.
- c. Effective October 1, 2001 the titles listed below will receive a range upgrade. The individuals in these titles will be moved into the next range on the salary guide and will then receive a three (3%) percent salary increase on their current salary, not to exceed the maximum of the range.

WHITE COLLAR - 2001

Administrative Clerk	W11 to W12
Administrative Clerk Bilingual	W11 to W12
Assistant Payroll Supervisor	W10 to W11
Assistant Pension Fund Supervisor	W10 to W11
Cashier (Typing)	W02 to W03
Data Entry Machine Operator	W03 to W04
Employee Benefits Clerk Typist	W05 to W06
Index Clerk	W01 to W02
Principal Clerk	W05 to W06
Principal Clerk Typist	W05 to W06
Principal Docket Clerk	W06 to W07
Principal Docket Clerk Typist	W06 to W07
Principal Employee Benefits Clerk	W11 to W12
Senior Medical Records Clerk	W06 to W07
Senior Personnel Clerk	W08 to W09
Senior Word Processing Operator	W05 to W06
Supervising Account Clerk	W10 to W11
Supervising Clerk	W10 to W11
Supervising Clerk Bilingual	W10 to W11
Supervising Clerk Stenographer	W10 to W11
Supervising Clerk Typist	W10 to W11

BLUE COLLAR - 2001

Asphalt Raker	B05 to B06
Boiler Operator/Maintenance Repairer	B07 to B08
Carpenter	B09 to B10
Electrician	B09 to B10
Electrician Central Maintenance	B10 to B11

Equipment Operator	B07 to B08
Equipment Operator (Roads)	B07 to B08
Equipment Operator (Shade Tree)	B07 to B08
Equipment Operator (Sweeper)	B07 to B08
Heating & AC Mechanic	B09 to B10
Heavy Equipment Operator	B09 to B10
Heavy Equipment Operator (Asphalt)	B11 to B12
Inspector Mosquito Exterminator	B08 to B09
Laborer Heavy	B05 to B06
Maintenance Repairer	B05 to B06
Maintenance Repairer (Carpenter)	B05 to B06
Maintenance Repairer (Plumber)	B05 to B06
Maintenance Repairer LPL	B05 to B06
Mason	B08 to B09
Road Inspector	B08 to B09
Senior Building Maintenance Worker	B02 to B03
Senior Painter	B09 to B10
Senior Park Maintenance Worker	B06 to B07
Senior Traffic Signal Electrician	B10 to B11
Senior Tree Climber	B09 to B10
Truck Driver	B05 to B06
Ward Clerk	B02 to B03
Ward Clerk Typing	B02 to B03

- d. Effective October 1, 2001 all Hospital Attendants with thirteen (13) years of service will be upgrade to Senior Hospital Attendant. They will first receive the three (3) percent increase before moving to the new title.
- e. Effective December 31 of each year of the contract, any employee not in grade will be placed on step within the range of their respective title.
- f. All full-time permanent Maintenance titles assigned on a permanent basis to work in the Mercer County Correction Center will receive a hazardous duty stipend in the amount of \$500.00 (five hundred dollars). This stipend shall be a one time lump sum payment and will be effective June 1 of each year of the contract.
- g. Effective January 1, 2002 all employees shall receive a two (2%) percent salary increase.
- h. Effective July 1, 2002 all employees in grade January 1, 2002 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedule attached.
- i. Effective October 1, 2002 the titles listed below will receive a range upgrade. Employees in these titles will moved into the next range on the salary guide and will then receive a three (3%) percent salary increase on their current salary, not to exceed the maximum of the range.

WHITE COLLAR - 2002

Account Clerk	W02 to W03
Account Clerk Typing	W02 to W03
Payroll Supervisor	W10 to W11
Payroll Supervisor Finance	W12 to W13
Pension Fund Supervisor	W12 to W13
Principal Account Clerk	W05 to W06
Principal Account Clerk Stenographer	W06 to W07

Principal Account Clerk Typing	W05 to W06
Principal Cashier	W08 to W09
Principal Personnel Clerk	W11 to W12
Senior Cashier	W06 to W07
Senior Cashier Typing	W06 to W07
Senior Clerk Stenographer	W06 to W07
Senior Clerk Transcriber	W04 to W05
Senior Microfilm Operator	W04 to W05
Supervising Personnel clerk	W12 to W13
Supervisor of Data Entry Machine Opr.	W12 to W13
Supervisor of Hospital Stores	W10 to W11

BLUE COLLAR - 2002

Building Maintenance Worker	B02 to B03
Building Service Worker	B02 to B03
Laborer (with 10 years service)	B03 to B04
Maintenance Repairer Welder	B09 to B10
Master Mechanic	B11 to B12
Mechanic	B09 to B10
Offset Machine Operator	B02 to B03
Park Maintenance Worker	B05 to B06
Plumber	B09 to B10
Recreation Aide	B01 to B02
Senior Building Service Worker	B02 to B03
Senior Carpenter	B10 to B11
Senior Electrician	B10 to B11
Senior Mechanic	B10 to B11
Storekeeper	B06 to B07
Storekeeper Automotive	B06 to B07
Supervising Maintenance Repairer	B11 to B12

- i. Effective October 1, 2002 all Laborer's with ten (10) years of service will be upgrade to the title of Laborer II which will reflect the range to B04. They will first receive the three (3%) percent increase before moving to the new title/range.
- j. Effective October 1, 2002 all Hospital Attendants with thirteen (13) years of service will be upgrade to Senior Hospital Attendant. They will first receive the three (3%) percent increase before moving to the new title.
- k. Effective January 1, 2003 all employees shall receive a two (2%) percent salary increase.
- l. Effective July 1, 2003 all employees in grade January 1, 2003 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedule attached.
- m. Effective October 1, 2003 all employees shall receive a two (2%) percent salary increase.
- n. Effective October 1, 2003 all Hospital Attendants with thirteen (13) years of service will be upgrade to Senior Hospital Attendant. They will first receive the three (3%) percent increase before moving to the new title.

- o. Effective June 1, 2001, June 1, 2002 and June 1, 2003 White Collar employees in the titles listed below with ten (10) years of service with the County shall receive a lump sum \$200.00 stipend as part of a support staff stipend. This stipend is not to be included in the base pay.

Clerk	Secretarial Assistant
Investigator Property & Resources	Senior Clerk Typist
Microfilm Supervisor	Supervising Clerk
Principal Word Processing Operator	Supervising Clerk Typist

6.4 A Blue Collar employee who performs work in a higher pay classification other than his own for at least four (4) hours in any work day shall receive the higher rate of pay for such work for the period of time it is performed and his salary shall be adjusted to the step in the range of the higher pay classification which reflects a minimum of five (5) percent salary increase above his present salary, and in no instance would an employee receive less than his present salary.

6.5 A White Collar employee who performs work in a higher pay classification other than his own shall have his salary adjusted to the step in the range of the higher pay classification which reflects a minimum of five (5) percent salary increase above his present salary, provided however, such assignment is authorized by the Department Director, Chief, Division of Employee Relations and the County Administrator.

6.6 Those employees in the unit who receive a promotion to a higher classification shall have their salary adjusted within the new range which will reflect a minimum salary increase of 5%. Effective January 1 or July 1 following promotion date, employee will be placed on step-on guide within the salary range for their respective title.

7. CALL-IN TIME

7.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time-and-one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon the 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 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 Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of a Health Maintenance Organization Programs, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

8.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program or independent carrier the County may choose.

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

8.4 The County agrees to provide a co-payment Prescription Drug Program (\$10.00 brand name and \$2.00 generic drugs) to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purposes of this Program, eligible newly hired employees shall be defined as full-time permanent employees only. Mail order shall be at no cost to the employee.

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

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

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

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

8.9 Each active employee except those with single coverage shall have deducted from his or her salary \$20.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have \$15.00 per pay period deducted for such medical, dental and prescription drug insurance coverage. There shall be no increase in this health co-payment for the duration of the contract.

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

9.

PAID LEAVES OF ABSENCE

9.1 BEREAVEMENT DAYS - In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents, grandchild or any other relative living in the household of the employee, said employee shall be excused for a

period not to exceed five (5) working days in a (7) seven-day period for bereavement purposes beginning with the day of death or the day after the date of death. The employee will be paid his regular hourly rate of pay for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours pay (Blue Collar - Institutional), seven and one-half (7 ½) hours pay (Blue Collar) or seven (7) hours pay (White Collar) for any one (1) day.

9.2 UNION BUSINESS - 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 sixty (60) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the County Administrator. The Union President and/or his/her designee shall be allowed such time off as is necessary to conduct intra-county Union business, provided that prior approval is requested and authorization granted by the Division Director; such authorization shall not be 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 the injury or illness. Said employees shall also receive sick and vacation credits during the period of their disability. Personal leave credits shall not accrue during this period of disability.

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

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

- a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in hourly units.
- b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one working day per month during the remainder of the first calendar year of employment after 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, full-time provisional, or full-time OTES employee at the rate of one working day per month as earned.
- d. 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.

- e. 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.
- f. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article entitled, "Insurance and Retirement Benefits."
- g. If an employee is absent for reasons that entitle him to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.
 - (1) Failure to so notify his supervisor shall be cause 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) Where proof of illness is required, a review shall be conducted after three months of the imposition. If adequate improvement is demonstrated, the imposition is discontinued.
 - (3) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
 - (4) The Employer may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by the County Physician or by a physician designated by the County Physician. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.
- i. Part-time permanent employees will earn sick time on the basis of one day earned for every 20 full days worked.
- j. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.
- k. Sick leave credits shall continue to accrue while an employee is on leave with pay and 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 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 of being paid five (5) days wages in lieu of carrying over five (5) of their sick days.

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

9.6 Personal Leave - All employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in hourly units. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that 48 hours notice cannot be given, said leave may be taken only upon the authorization of said supervisor. The Employer reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave and shall not accrue during the period of time that an employee is on authorized leave of absence for a work related injury or illness. Part-time employees shall not receive personal leave.

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

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

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

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

10. ABSENCE WITHOUT LEAVE

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

10.2 Leave granted for a particular reason and used for a purpose other than that for which such leave was 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 division, to accept full-time Union employment. Sixty (60) days notice in writing shall be given to the Employer by any employee requesting such leave.

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

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

12. CHILD CARE/MATERNITY

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

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

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

13. MILITARY DUTY

13.1 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.

14. SENIORITY

14.1 Seniority is defined as an employee's total continuous length of service with the County beginning with his initial date of hire. In the case of employees of the Mercer County Geriatric Center, date of hire shall be defined as date of hire with that institution. Any authorized leave of absence is considered to be continuous service.

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

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

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

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

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

14.6 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 purposes of temporary or provisional appointments to higher titles, seniority will be determined by the time served in a title.

15. HOLIDAYS

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

New Years's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

15.2 For all employees not working a continuous operations schedule, holidays enumerated in the paragraph 15.1 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.

15.3 For all employees working a continuous operations schedule, holidays enumerated in the paragraph 15.1 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.

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

15.5 Part-time permanent employees with a set schedule are entitled to paid holidays where the holiday occurs on a scheduled workday. Those without such a schedule are not entitled to paid holidays. Part-time permanent 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.

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

16 PERFORMANCE ASSESSMENT REVIEW

16.1 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.

16.2 At least every six (6) months, the employee and the supervisor(s) shall meet in connection with performance evaluation and improvement goals and work standards in order to set up criteria which shall be the basis for the annual evaluation. It shall be the responsibility of the supervisor to set up this conference at a mutually convenient time.

16.3 The employee shall evaluate his/her performance and the Supervisor shall evaluate the employee's performance, independent of each other, every twelve (12) months. The employee and supervisor shall exchange and discuss their evaluations at the annual conference which shall be scheduled by the supervisor at a mutually convenient time. The evaluations shall be based on the criteria relating to the improvement goals and work standards discussed between the employee and the supervisor at the six-month conference held earlier and referenced in paragraph 16.2 above.

16.4 The performance assessment review will not be tied to any monetary clauses.

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

17. GRIEVANCE PROCEDURE

17.1 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, the supervisor, the union representative and division head and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The Union steward or employee, or both, shall take up the grievance with the employee's department head within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the department head shall meet with the grievant to discuss grievance. The department head 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 Chief, Division of Employee Relations within five (5) days from receipt of the response from the department head. No later than five (5) days after receipt of grievance, the Chief, Division of Employee Relations shall meet with the grievant to discuss the grievance. The Chief, Division of Employee Relations shall give an answer in writing no later than five (5) days after the meeting.

Step Three: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the County Administrator within ten (10) days from receipt of the response from the Chief, Division of Employee Relations. No later than ten (10) days after receipt of the grievance, the County Administrator shall meet with the grievant to discuss the grievance. The County Administrator shall give an answer in writing no later than ten (10) days after the meeting. Written reprimands are grievable only to step 3 of the grievance process.

Step Four: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the County Administrator, by written notice to the County Administrator, 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.

17.2 Expenses for the arbitrator's services and the proceeding 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 proceeding, it may cause such a record to be made, providing it pays for the record.

17.3 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees, and employment representatives regarding matters of employee representation, during working hours and without loss of pay provided, however, all said employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

17.4 Representatives of the Union, who are not employees previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the employee's department director or his designated representative, permission for which shall not be unreasonable withheld.

18. DISCIPLINE/DISCHARGE

18.1 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.

18.2 In any instance where an employee, other than a Court 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.

18.3 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.

18.4 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.

18.5 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 she/he does testify voluntarily, she/he 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.
- 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.

18.6 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 III of the Grievance Procedure.

18.7 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.

18.8 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.

19. SAFETY AND HEALTH

19.1 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.

19.2 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 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.

20. EQUAL TREATMENT

20.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, marital status, religion, political affiliation, Union membership, Union activities and/or any disability as defined under the Federal 1990 Americans with Disability Act (ADA) legislation.

20.2 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.

21. WORK RULES

21.1 The Employer may, after negotiation with the Union, establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

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

22.

ANNUAL VACATION LEAVE

22.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous services. 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 requests shall not be unreasonably denied. Vacation leave may be taken in hourly units.

22.2 Annual Vacation leave with pay for all full-time permanent employees shall be distributed as follows:

- a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
- b. After one (1) year and to completion of five (5) years, twelve (12) working days.
- c. From beginning of sixth year to completion of tenth year, fifteen (15) working days.
- d. From beginning of eleventh year to completion of fifteenth year, twenty (20) working days.
- e. Completion of fifteenth year, twenty-five (25) working days.

22.3 After the first full year of service, vacation days shall be distributed on January 1. If an employee terminates after taking vacation in advance of it being earned, the County has the right by law to hold back pay equal to the amount due.

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

22.5 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding his vacation period.

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

22.7 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 ten (10) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding year, not to exceed a total of twenty-five (25) vacation days.

22.8 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.

22.9 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

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

22.10 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.

22.11 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.

23. SHIFT PAY

23.1 Employees working on shifts of which the majority of working hours fall between 4:00 p.m. and 12:00 midnight shall receive in addition to their regular pay an additional fifty (50) cents per hour effective January 1, 2001; fifty-five (55) cents per hour effective January 1, 2002; and sixty-five (65) cents per hour effective January 1, 2003. Said differential shall be paid for all hours worked on that shift.

23.2 Employees working on shifts of which the majority of working hours fall between 12:00 midnight and 8:00 a.m. shall receive in addition to their regular pay an additional fifty-five (55) cents per hour effective January 1, 2001; sixty-five (65) cents per hour effective January 1, 2002; and seventy-five (75) cents per hour effective January 1, 2003. Said differential shall be paid for all hours worked on that shift.

23.3 The shift differential will be paid every pay period, not once per month.

24. LONGEVITY

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

Employees having completed five (5) years of continuous full-time service will have added to their gross per annum pay an additional \$300 commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of continuous service calculated in the same manner using employees' anniversary dates, shall have added to their gross per annum pay additional monies as cited in 24.2.

24.2 The longevity payment schedule is as follows:

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

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

25. WORK UNIFORMS
(Blue Collar)

25.1 Work uniforms will be supplied by the Employer to all full-time employees as set forth below:

- a. Outside Departments - Highway, Motor Pool, Mosquito Control, Airport, and Park Commission will receive the following:
- (1) Initial Issue:
Two (2) winter uniforms (2 trousers, 2 shirts)
Three (3) summer uniforms (3 trousers, 3 shirts)
Two (2) three-quarter length lightweight jackets
One (1) three-quarter length jacket with hood
One (1) pair of safety shoes
One (1) pair of slush boots
 - (2) Annual Replacement Issue
One (1) winter uniform (1 trouser, 1 shirt)
One (1) summer uniform (1 trouser, 1 shirt)
 - (3) Safety shoes, boots and jackets will be replaced as needed upon authorization by the division director.
 - (4) Outside departments have the option to receive five (5) orange T-shirts in place of one each winter and summer shirt.
- b. Inside Departments - Administration Building, Courthouse, Youth Detention Center, Correction Center, Library, TRADE, and personnel working at Mercer County Geriatric Center in the following job classifications: Carpenter, Gardener, Laborer, Maintenance Repairman, Painter, Plumber, Senior Building Maintenance Worker, Senior Building Service Worker, Senior Maintenance Repairman, Stationary Engineer, Boiler Operator, Print Shop, Security Guards, and Truck Driver will receive the following:
- (1) Initial Issue:
Two (2) winter uniforms (2 trousers, 2 shirts)
Two (2) summer uniforms (2 trousers, 2 shirts)
One (1) three-quarter length jacket with hood
One (1) three-quarter length lightweight jacket
One (1) pair of safety shoes
 - (2) Annual Replacement Issue:
One (1) winter uniform (1 trouser, 1 shirt)
One (1) summer uniform (1 trouser, 1 shirt)
 - (3) Safety shoes and jacket will be replaced as needed upon authorization by the division director.
- c. Mercer County Geriatric Center - All full-time employees working in the following job classifications: Hospital Attendant, Senior Building Service Worker, Senior Laundry Worker, Senior Linen Room Attendant, and Ward Clerk will receive the following:
- (1) Initial Issue - Hospital Attendant's
New full-time employees in the title of Hospital Attendant are allowed to purchase his/her initial issue of uniforms and shoes. This issue shall be obtained within ninety (90) days of full time employment. The price of uniform consisting of Three (3) tops, three (3) slacks, one (1) jacket, and uniform shoes shall not exceed \$135.00. Receipts for purchases shall be submitted to the Geriatric Center Personnel Department for Reimbursement.

- d. All TRADE drivers will receive a rain coat.
- e. Protective clothing for Central Maintenance working in sewerage plant. Gloves, boots and coveralls.
- f. Central Maintenance electricians' high voltage gloves and boots for use at airport.

25.2 Laundry services will be provided by the Employer for Automotive Mechanics on coveralls provided by the Employer.

25.3 In all cases where uniforms and an allowance are provided, said uniforms shall be worn. Failure to wear said uniforms when issued shall be cause for disciplinary action.

26. CLOTHING MAINTENANCE ALLOWANCE
(Blue Collar)

26.1 The Employer agrees to pay each full-time employee covered by this Agreement an annual clothing maintenance allowance of \$250.00 by December 15, 2001, \$265.00 by December 15, 2002 and \$285.00 by December 15, 2003 to be used by the employee for the maintenance of his uniform.

26.2 The allowance referred to in Paragraph 26.1 above shall be earned on a monthly basis provided the employee works a minimum of one (1) day in any calendar month.

26.3 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 Paragraph 11.1 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, paid annually by December 15.

26.4 Employees who voluntarily terminate their employment with the County of Mercer, excepting as provided in Paragraph 26.3 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.

26.5 The annual clothing maintenance allowance shall only be applicable to those employees who are uniformed.

26.6 All full-time employees of Mercer County Geriatric Center working in those job classifications enumerated in Paragraph 25.1c shall be paid an annual clothing allowance of \$340.00 by December 15, 2001, \$350.00 by December 15, 2002 and \$365.00 by December 15, 2003 for the purchase of replacement uniforms and shoes. Said reimbursement shall commence effective with the employee's second calendar year of employment with the Hospital.

27. CLASSIFICATIONS AND JOB DESCRIPTIONS

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

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

27.3 If the results of job duties questionnaires and job audit performed by the New Jersey Department of Personnel result in a change of title for Supervisor of Accounts and Traffic Maintenance Worker positions in the Division of Highway, the County will upgrade these titles and grant the appropriate five (5) percent increase and place on step in the new range.

28

STRIKES AND LOCKOUTS

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

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

29.

GENERAL PROVISIONS

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

Courthouse
Administration Building
Mercer County Geriatric Center
Mercer County Garage

The said bulletin board shall be used for posting of the following notes: Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs. Such notices shall first be approved by the Department Director.

29.2 The County agrees to provide a mileage reimbursement allowance of 25 cents per mile to all white collar employees covered by this Agreement who are required to use their own private vehicles in connection with the performance of their duties as employees of the County of Mercer.

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

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

30.

SEPARABILITY AND SAVINGS

30.1 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.

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

31.

TERMINATION

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

31.2 This Agreement shall be effective as of the first day of January, 2001, and shall remain in full force and effect until the 31st day of December, 2003. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be by certified mail by August 18 of any succeeding year.

In the event that such notice is given, negotiations shall begin no later than 120 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

ADDENDUM I - PARK COMMISSION

SCHEDULE I

1. The work week shall consist of five consecutive days, Monday through Friday. Employees working overtime on weekends shall be paid time and a 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. Stadium - Refer to current procedures with respect to hours of operation and staffing.

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

6. 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.

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

8. In the event the employer determines at the end of the "94" season the Monday to Friday scheduling referred to as Schedule I is not cost effective, the employer shall have the option of switching to the continuous operation or Recreation schedule outlined in Schedule II.

9. When in effect, Schedule I does not pertain to the continuous operation schedule utilized at the Skating Rink or Belle Mountain, in the event that operation should once again revert to Park Commission Employees. The schedule for these facilities is annexed as Schedule III.

SCHEDULE II

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 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.

SCHEDULE III

Skating Rink (and Belle Mountain, if necessary)

1. Employees shall work a continuous operation twenty four hours per day divided into 3 shifts: 7:00 to 3:00; 3:00 to 11:00; and 11:00 to 7:00.

2. Work schedules shall be seven days on and two days off; seven days on and four days off. No employee shall work more than 10 days in a pay period. Exceptions must be with the consent of the employee involved.

APPENDIX A**(Blue Collar)**

<u>TITLE</u>	<u>SALARY RANGE CODE</u>	<u>HOURS OF WORK</u>
(Asphalt) Heavy Equipment Operator	B12	37½
Asphalt Raker	B06	37½
Assistant Sewage Plant Operator	B09	37½
Baker	B04	40
Barber	B04	40
Boiler Operator	B07	40
Boiler Operator/Maintenance Repairer	B08	40
Bridge Repairer	B10	37½
Building Maintenance Worker	B03 (Effective 10/1/02)	37½
Building Service Worker	B03 (Effective 10/1/02)	37½
Butcher	B04	40
Carpenter	B10	37½
Cemetery Caretaker	B01	37½
Chief Mechanical Repairman	B11	37½
Clerk Driver	B02	37½
Clubhouse Attendant	B01	37½
Cook	B04	40
Electrician	B10	37½
Electrician (Central Maintenance)	B11	37½
Electronics Repairer	B08	37½
Equipment Operator	B08	37½
Equipment Operator (Roads)	B08	37½
Equipment Operator (Shade Tree)	B08	37½
Equipment Operator (Sweeper)	B08	37½
Food Service Worker	B02	37½
Garage Attendant	B01	37½
Gardener	B02	37½
Head Farmer	B10	37½
Heating & AC Mechanic	B10	37½
Heavy Equipment Operator	B10	37½
Heavy Equipment Operator (Mosquito Control)	B10	37½
Hospital Attendant	B02	40
Inspector (Mosquito Exterminator)	B09	37½
Inspector Trainee (Mosquito Exterminator)	B05	37½
Laborer I (Effective 10/1/02)	B04 (W/ 10 yrs.of service)	37½
Laborer II	B03	37½
Laborer Heavy	B06	37½
Laundry Worker	B02	37½
Library Clerk Driver	B01	37½
Library Clerk Driver (Bilingual Spanish/ Eng)	B01	37½
Mail Clerk	B03	37½
Maintenance Repairer	B06	37½
Maintenance Repairer (Carpenter)	B06	37½
Maintenance Repairer (Plumber)	B06	37½
Maintenance Repairer (Welder)	B10 (Effective 10/1/02)	37½
Maintenance Repairer LPL	B06	37½
Mason	B09	37½
Master Electrician - Parks	B11	37½
Master Mechanic	B12 (Effective 10/1/02)	37½
Mechanic	B10 (Effective 10/1/02)	37½
Mechanic Diesel	B10 (Effective 10/1/02)	37½
Mechanic's Helper	B04	37½
Mechanical Repairman	B08	37½
Motor Vehicle Operator Elderly/Handicapped	B03	37½

Omnibus Operator	B01	40
Offset Machine Operator	B03 (Effective 10/1/02)	37 ½
Painter	B08	37 ½
Parking Lot Attendant	B01	37 ½
Park Maintenance Man	B06 (Effective 10/1/02)	37 ½
Physical Therapy Aide	B03	40
Plumber	B10 (Effective 10/1/02)	37 ½
Plumber and Steam fitter	B10 (Effective 10/1/02)	37 ½
Plumber and Steam fitter (HPL)	B10 (Effective 10/1/02)	37 ½
Principal Offset Machine Operator	B10	37 ½
Recreation Aide	B02 (Effective 10/1/02)	40
Recreation Therapy Aide	B03	40
Radio Dispatcher	B04	37 ½
Road Inspector	B09	37 ½
Seamstress	B03	40
Security Guard	B01	37 ½
Senior Automotive Mechanic	B10	37 ½
Senior Building Maintenance Worker	B03	37 ½
Senior Building Service Worker	B03 (Effective 10/1/02)	37 ½
Senior Carpenter	B11 (Effective 10/1/02)	37 ½
Senior Cemetery Caretaker	B03	37 ½
Senior Cook	B06	40
Senior Cook - Butcher	B06	40
Senior Electrician	B11 (Effective 10/1/02)	37 ½
Senior Food Service Worker	B02	40
Senior Hospital Attendant	B03	40
Senior Laundry Worker	B02	40
Senior Linen Room Attendant	B01	40
Senior Maintenance Repairer	B07	37 ½
Senior Maintenance Repairer LPL	B08	37 ½
Senior Maintenance Repairer (H&AC)	B07	37 ½
Senior Mason	B10	37 ½
Senior Mechanic	B11 (Effective 10/1/02)	37 ½
Senior Mechanical Repairman	B09	37 ½
Senior Offset Machine Operator	B04	37 ½
Senior Painter	B10	37 ½
Senior Park Maintenance Worker	B07	37 ½
Senior Plumber	B11	37 ½
Senior Radio Dispatcher	B06	37 ½
Senior Recreation Therapy Aide	B05	40
Senior Road Inspector	B10	37 ½
Senior Seamstress	B04	40
Senior Welder	B11	37 ½
Senior Traffic Signal Electrician	B11	37 ½
Senior Tree Climber	B10	37 ½
Sign Designer, Letterer, & Processor	B05	37 ½
Stationary Engineer	B08	40
Storekeeper	B07 (Effective 10/1/02)	37 ½
Storekeeper - Automotive	B07 (Effective 10/1/02)	37 ½
Supervising Maintenance Repairer	B12 (Effective 10/1/02)	37 ½
Traffic Maintenance Worker	B07	37 ½
Traffic Signal Electrician	B08	37 ½
Tree Trimmer	B03	37 ½
Truck Driver	B06	37 ½
Ward Clerk	B03	40
Ward Clerk (Typing)	B03	40
Welder	B09	37 ½

(WHITE COLLAR)

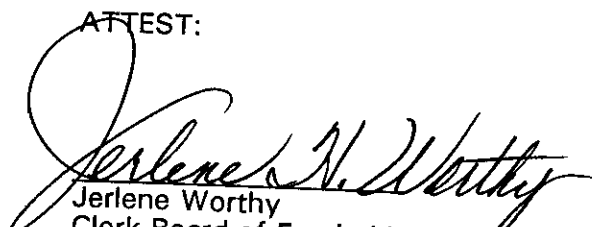
Account Clerk (Typing)	W03 (Effective 10/1/02)	35
Account Clerk	W03 (Effective 10/1/02)	35
Administrative Clerk	W12	35
Administrative Clerk (Bilingual Spanish/Eng)	W12	35
Administrative Secretary	W11	35
Admitting Officer (Typing)	W08	35
Assistant Payroll Supervisor	W11	35
Assistant Pension Fund Supervisor	W11	35
Bookkeeping Machine Operator	W01	35
Bookkeeping Machine Operator (Typing)	W01	35
Cashier (Typing)	W03	35
Clerk	W01	35
Clerk Stenographer	W02	35
Clerk Transcriber	W02	35
Clerk Typist	W01	35
Clerk Typist (Bilingual)	W02	35
Communications Officer	W08	40
Data Control Clerk	W03	35
Data Entry Machine Operator	W04	35
Disposition Clerk	W04	35
Docket Clerk	W02	35
Docket Clerk (Typing)	W02	35
Elections Clerk	W02	35
Employee Benefits Clerk Typist	W06	35
Execution Clerk	W04	35
Field Representative - Sr. Citizens Program	W08	35
Head Clerk	W10	35
Head Clerk (Stenographer)	W10	35
Head Elections Clerk	W10	35
Index Clerk	W02	35
Index Machine Operator	W02	35
Index Machine Operator (Typing)	W01	35
Investigator Consumer Protection	W05	35
Investigator Property & Resources (Adjustor)	W08	35
Legal Stenographer	W04	35
Medical Records Clerk	W04	35
Medical Stenographer	W05	35
Medical Technician	W05	35
Microfilm Operator	W02	35
Microfilm System Supervisor	W07	35
Passport Clerk	W02	35
Payroll Supervisor	W11 (Effective 10/1/02)	35
Payroll Supervisor - Finance	W13 (Effective 10/1/02)	35
Pension Fund Supervisor	W13 (Effective 10/1/02)	35
Personnel Clerk	W04	35
Principal Account Clerk	W06 (Effective 10/1/02)	35
Principal Account Clerk (Stenographer)	W07 (Effective 10/1/02)	35
Principal Account Clerk (Typing)	W06 (Effective 10/1/02)	35
Principal Bookkeeping Machine Operator	W05	35
Principal Cashier	W09 (Effective 10/1/02)	35
Principal Clerk	W06	35
Principal Clerk Stenographer	W07	35
Principal Clerk Transcriber	W07	35
Principal Clerk Typist	W06	35
Principal Data Control Clerk	W06	35
Principal Data Entry Mach Operator	W10	35

Principal Docket Clerk	W07	35
Principal Docket Clerk (Typing)	W07	35
Principal Employee Benefits, Clerk Typist	W12	35
Principal Index Clerk	W05	35
Principal Index Clerk (Typing)	W05	35
Principal Legal Stenographer	W10	35
Principal Medical Records Clerk	W10	35
Principal Operator Automated Typewriter	W05	35
Principal Payroll Clerk - Corrections	W11	35
Principal Personnel Clerk	W12 (Effective 10/1/02)	35
Principal Timekeeper	W06	35
Principal Word Processing Operator	W10	35
Probate Clerk	W04	35
Probate Clerk (Typing)	W04	35
Receptionist	W01	35
Receptionist (Typist)	W01	35
Secretarial Assistant	W10	35
Secretarial Assistant (Typing)	W10	35
Secretarial Assistant (Stenographer)	W10	35
Senior Account Clerk	W04	35
Senior Account Clerk (Typing)	W04	35
Senior Bookkeeping Machine Operator	W03	35
Senior Cashier	W07 (Effective 10/1/02)	35
Senior Cashier (Typing)	W07 (Effective 10/1/02)	35
Senior Clerk	W03	35
Senior Clerk Stenographer	W05 (Effective 10/1/02)	35
Senior Clerk Transcriber	W05 (Effective 10/1/02)	35
Senior Clerk Typist	W03	35
Senior Data Entry Machine Operator	W04	35
Senior Docket Clerk	W04	35
Senior Docket Clerk (Typing)	W04	35
Senior Election Clerk	W04	35
Senior Employee Benefits, Clerk Typing	W10	35
Senior Index Clerk	W03	35
Senior Index Machine Operator	W04	35
Senior Investigator - Consumer Protection	W09	35
Senior Legal Stenographer	W07	35
Senior Medical Records Clerk	W07	35
Senior Microfilm Operator	W05 (Effective 10/1/02)	35
Senior Passport Clerk	W04	35
Senior Passport Clerk (Typing)	W04	35
Senior Personnel Clerk	W09	35
Senior Probate Clerk	W06	35
Senior Probate Clerk	W06	35
Senior Telephone Operator	W04	35
Senior Terminal Operator	W04	35
Senior Word Processing Operator	W06	35
Storekeeper and Laundry Supervisor	W10	35
Supervising Account Clerk	W11	35
Supervising Account Clerk Typing-Corrections	W11	35
Supervising Bookkeeping Machine Operator	W11	35
Supervising Cashier	W11	35
Supervising Clerk	W11	35
Supervising Clerk Stenographer	W11	35
Supervising Clerk Typist	W11	35
Supervising Clerk Typist Bilingual	W11	35
Supervising Docket Clerk (Typing)	W10	35

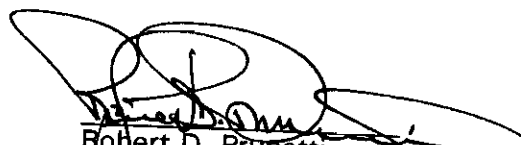
Supervising Election Clerk	W10	35
Supervising Personnel Clerk	W13 (Effective 10/1/02)	35
Supervisor of Accounts	W13	35
Supervisor of Data Entry Machine Operator	W13 (Effective 10/1/02)	35
Supervisor of Hospital Stores	W11 (Effective 10/1/02)	35
Supervising Index Clerk	W10	35
Telephone Operator	W01	35
Telephone Operator - Receptionist	W01	35
Vault Clerk	W01	35
Word Processing Operator	W04	35

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 4th Day of September

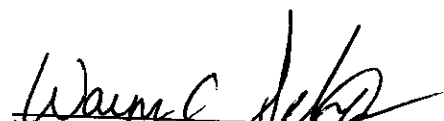
ATTEST:


Jerlene Worthy
Clerk Board of Freeholders

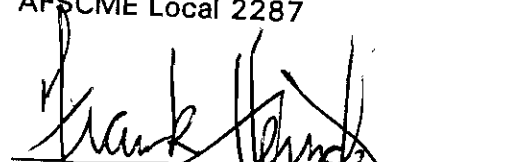
COUNTY OF MERCER


Robert D. Prunetti
County Executive

ATTEST:


Wayne Schultz, President
AFSCME Local 2287

AFSCME Local 2287


Frank Herrick, Council Representative
AFSCME Council 73

JANUARY 2001 BLUE COLLAR SCHEDULE

	1	2	3	4	5	6	7	8
B01	21263	22151	23040	23926	24816	25703	26590	28122
B02	22157	23082	24004	24928	25850	26774	27696	29294
B03	22777	23725	24675	25623	26571	27520	28468	30173
B04	23092	24054	25018	25980	26943	27905	28867	31009
B05	23797	24791	25785	26779	27773	28766	29761	31477
B06	26156	27245	28334	29421	30509	31599	32686	34575
B07	27746	28904	30060	31218	32375	33533	34690	36689
B08	28440	29627	30812	31999	33186	34371	35558	37603
B09	29719	30964	32211	33456	34701	35947	37192	39341
B10	31458	32771	34082	35395	36707	38019	39331	41598
B11	32443	33797	35148	36499	37851	39203	40555	42890
B12	33973	35327	36678	38029	39381	40733	42085	44420

JANUARY 2002 BLUE COLLAR SCHEDULE

	1	2	3	4	5	6	7	8
B01	21688	22594	23501	24405	25312	26217	27122	28685
B02	22601	23543	24484	25426	26367	27309	28250	29880
B03	23232	24200	25168	26136	27102	28070	29038	30776
B04	23554	24535	25518	26500	27482	28463	29444	31629
B05	24273	25287	26300	27315	28328	29341	30356	32107
B06	26679	27790	28900	30009	31119	32231	33340	35266
B07	28301	29482	30662	31842	33022	34203	35384	37423
B08	29008	30219	31428	32639	33849	35058	36269	38355
B09	30313	31563	32855	34125	35395	36666	37936	40128
B10	32087	33426	34764	36103	37441	38780	40118	42430
B11	33092	34473	35851	37229	38608	39987	41366	43748
B12	34652	36034	37412	38790	40169	41548	42927	45308

JANUARY 2003 BLUE COLLAR SCHEDULE

	1	2	3	4	5	6	7	8
B01	22122	23046	23971	24893	25818	26741	27665	29259
B02	23053	24014	24973	25935	26894	27856	28815	30478
B03	23697	24684	25672	26659	27644	28631	29618	31392
B04	24025	25025	26028	27030	28032	29033	30033	32262
B05	24758	25793	26826	27861	28895	29928	30963	32749
B06	27213	28346	29478	30609	31742	32875	34006	35972
B07	28867	30071	31275	32479	33683	34887	36092	38172
B08	29589	30824	32057	33292	34526	35760	36995	39122
B09	30919	32215	33512	34808	36103	37399	38695	40931
B10	32729	34094	35459	36825	38190	39555	40920	43278
B11	33754	35162	36568	37973	39380	40786	42194	44623
B12	35346	36754	38160	39565	40972	42379	43785	46215

OCTOBER 2003 BLUE COLLAR SCHEDULE

	1	2	3	4	5	6	7	8
B01	22564	23507	24450	25391	26334	27276	28218	29844
B02	23514	24494	25473	26454	27432	28413	29391	31087
B03	24171	25177	26185	27192	28197	29204	30211	32020
B04	24505	25526	26549	27571	28592	29613	30634	32907
B05	25253	26309	27363	28418	29472	30527	31582	33404
B06	27757	28913	30068	31222	32377	33533	34687	36691
B07	29444	30673	31900	33129	34356	35585	36814	38935
B08	30180	31440	32698	33958	35217	36475	37735	39905
B09	31538	32859	34182	35504	36825	38147	39469	41749
B10	33383	34776	36168	37561	38953	40347	41739	44144
B11	34429	35865	37300	38733	40168	41602	43038	45515
B12	36052	37489	38923	40357	41791	43226	44661	47139

JANUARY 2001 WHITE COLLAR SCHEDULE

	1	2	3	4	5	6	7	8
W01	20096	20933	21771	22609	23447	24284	25122	26573
W02	21026	21906	22782	23659	24537	25414	26292	27810
W03	22022	22941	23858	24776	25696	26613	27531	29121
W04	23057	24020	24980	25942	26904	27865	28825	30491
W05	25269	26322	27376	28428	29482	30536	31588	33409
W06	26437	27538	28640	29740	30842	31943	33045	34942
W07	27666	28818	29970	31120	32272	33422	34574	36563
W08	28962	30168	31374	32580	33786	34992	36199	38289
W09	29806	31048	32287	33526	34767	36006	37247	39393
W10	30325	31587	32851	34114	35377	36640	37903	40082
W11	31748	33069	34392	35715	37038	38360	39682	41971
W12	33260	34644	36030	37417	38802	40188	41573	43963
W13	34921	36372	37824	39277	40729	42179	43633	46149
W14	35941	37392	38844	40297	41749	43199	44653	47169

JANUARY 2002 WHITE COLLAR SCHEDULE

	1	2	3	4	5	6	7	8
W01	20498	21352	22206	23062	23916	24770	25624	27105
W02	21447	22344	23237	24132	25028	25923	26817	28367
W03	22462	23400	24335	25271	26210	27145	28081	29703
W04	23518	24500	25479	26460	27442	28423	29402	31101
W05	25775	26849	27923	28997	30072	31146	32220	34077
W06	26966	28089	29212	30335	31459	32582	33706	35641
W07	28220	29394	30569	31743	32917	34091	35265	37294
W08	29541	30771	32002	33231	34462	35692	36923	39055
W09	30403	31669	32933	34197	35462	36726	37992	40181
W10	30931	32219	33508	34796	36084	37373	38661	40884
W11	32382	33731	35080	36430	37779	39127	40476	42810
W12	33925	35337	36751	38165	39578	40992	42405	44842
W13	35619	37100	38580	40063	41543	43023	44505	47072
W14	36660	38140	39621	41103	42584	44063	45546	48112

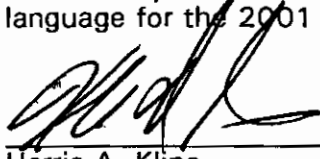
June 26, 2001

The County and the Union agree to extend the recommendation for settlement dated October 17, 1996 from fact-finder Robert Glasson with regard to number eight.

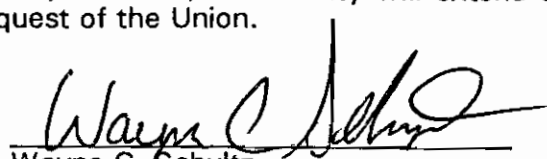
Specifically, this three-year-old language states:

In any circumstances in which the County determines that it is necessary to privatize services being performed by AFSCME members, the County will attempt to transfer any displaced workers into vacant County positions. Furthermore, prior to making any decision to privatize existing County services, the County will provide the union with a copy of the Request for Proposals, including bid specifications that is provided to potential contractors.

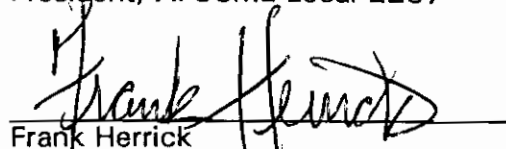
The County does not foresee any need to privatize, however, the County will extend this language for the 2001 - 2003 contract at the request of the Union.



Harris A. Kline
Personnel Director
County of Mercer



Wayne C. Schultz
President, AFSCME Local 2287



Frank Herrick
AFSCME Council 73