



JERLENE H. WORTHY, CLERK
BOARD OF CHOSEN FREEHOLDERS

COUNTY OF MERCER
McDADE ADMINISTRATION BUILDING
640 SOUTH BROAD STREET
P.O. BOX 8068
TRENTON, NEW JERSEY 08650-0068
(609) 989-6584
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LISA M. VENA
DEPUTY CLERK

July 2, 2018

Mr. Alan Longstreet, President
AFSCME Local 2287
Mercer County Administration Building
640 South Broad Street
Trenton, NJ 08650

Dear Mr. Longstreet,

Enclosed please find one (1) executed copy of the Contract between AFSCME Local 2287 (Blue & White Collar) and the County of Mercer.

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

Also enclosed please find one (1) certified copy of Resolution No. 2018-259, which authorizes the execution of said Agreement.

Please retain these copies for your records.

Jerlene H. Worthy
Clerk to the Board
Mercer County Board
Of Chosen Freeholders

JHW/gb

Encls. (2)

cc: Andrew A. Mair, County Administrator
✓ Raissa Walker, Personnel Director
Dave Miller, County Treasurer
IMLR Library

Approved as to Form and Legality

Date

[Signature]

 County Counsel

June 28, 2018

COUNTY EXECUTIVE AND CLERK TO THE BOARD
 AUTHORIZED TO EXECUTE A CONTRACT BETWEEN
 AFSCME LOCAL 2287 (BLUE & WHITE COLLAR) AND
 THE COUNTY OF MERCER. PERIOD: JANUARY 1, 2017
 TO DECEMBER 31, 2020

WHEREAS, AFSCME Local 2287 the sole and exclusive bargaining agent
 for the Blue & White Collar Unit; and,

WHEREAS, a negotiated contract has been ratified by the Union; and,

WHEREAS, it is in the best interest of the County of Mercer to execute said
 contract; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and
 are hereby authorized to execute a Contract between AFSCME Local 2287 (Blue &
 White Collar) and the County of Mercer for a four (4) year period from January 1,
 2017 to December 31, 2020, upon approval as to form and execution by the County
 Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a
 certified copy of this Resolution, together with an executed copy of the Contract, to
 AFSCME Local 2287 (Blue & White Collar), Applicable Departments, County
 Administrator, Personnel Director, County Treasurer, and IMLR Library.

[Signature: Terese N. Worthy]

 Clerk to the Board

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

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

AGREEMENT

BETWEEN

THE COUNTY OF MERCER

AND

LOCAL 2287 OF

THE AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES

AFL-CIO

Effective: January 1, 2017
Expiration: December 31, 2020

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, 2017 to December 31, 2020

County of Mercer

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PREAMBLE

This Agreement, dated _____, 2018 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 _____, 2018 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 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.

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 (7½) 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 - 37½ hours.
 2. Blue Collar (Institutional) - 40 hours.

- b. All work performed on the sixth work day 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.
- e. Park Commission employees shall receive double time for all work performed on Sundays, provided that time is not part of their regularly scheduled workweek.

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

5.7

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.

5.8 Employees may elect to take compensatory time in lieu of overtime. The overtime rate shall be time and one half, compensatory time for any work referenced in clause 5.1 and the overtime rate shall be double compensatory time for any work referenced in 5.2. Employees will be allowed to earn a maximum of 15 days compensatory time in any one calendar year. Employees will be allowed to carryover five days into the succeeding year, while any other unused compensatory time still on the books on December 31 will be paid out. All compensatory time must be requested by the end of the prior shift for use the next day. Requests for use of compensatory time shall not be unreasonably denied.

(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.

Employees will be allowed to accrue a maximum of 15 days compensatory time in any one calendar year. Employees will be allowed to carryover five days into the succeeding year, while any other unused compensatory time still on the books on December 31 will be paid out.

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 2017, 2018, 2019, and 2020 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 2017, 2018, 2019, and 2020 shall be as follows:

a. Effective and retroactive to January 1, 2017, employees at max step will receive a 1% salary increase. Effective July 1, 2017, all employees in grade January 1, 2017 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedule attached.

b. Effective and retroactive to January 1, 2018, all employees will receive a 3% percent salary increase. There shall be no step movement in 2018.

c. Effective January 1, 2019, all employees will receive a 1% percent salary increase. There shall be no step movement in 2019.

d. Effective January 1, 2020, all employees will receive a 0.6% percent salary increase. Effective July 1, 2020 all employees in grade January 1, 2020 shall receive one increment on the step guide within the salary range for their respective title as set forth in the compensation schedule attached.

e. Effective December 31, of each year, any employee not in grade will be placed on step within the range of their respective title.

f. All full-time permanent Maintenance and clerical 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 June 1, 2017, June 1, 2018, June 1, 2019, and June 1, 2020 White Collar employees in the titles listed below and who were receiving a support staff stipend as of May 30, 2014 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. White Collar employees hired into a title listed below after May 30, 2014 shall not be entitled to this stipend.

Administrative Clerk
Clerk 1 (Clerk)
Clerk 4 (Supervising Clerk)
Keyboarding Clerk 1 (Clerk Typist)
Keyboarding Clerk 2 (Senior Clerk Typing)
Keyboarding Clerk 3 (Principal Clerk Typist)
Keyboarding Clerk 4 (Supervising Clerk Typist)
Keyboarding Clerk 4 Bilingual (Supervising Clerk Typist Bilingual)
Library Assistant
Library Assistant Typing
Secretarial Assistant

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.

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 (\$12.00 brand name and \$4.00 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 agrees to provide female contraceptives to drug program.

8.6 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 fifteen thousand dollars (\$15,000).

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

1. Basic Dental Coverage (as defined by the current dental contract.
2. Premium Dental Insurance.
3. Eastern Dental Insurance.

The County will pay all the costs of the basic dental program. Employees shall be responsible for any additional costs associated with the premium dental program or the Eastern Dental Program in excess of the cost for basic coverage.

8.8 Any change in carriers shall be discussed and reviewed with the Union prior to implementation. Employees will contribute to their medical benefits in accordance with Chapter 78, P.L.2011, through the life of this agreement.

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

8.10 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. In the event of the death of a stepparent, step grandparent, step grandchild, stepchild, brother-in-law or sister-in-law said employee shall be excused for

one day paid leave of absence. 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. The Employer shall have the right to request proof of death and or living arrangements whenever said proof shall appear reasonable.

9.2 **UNION BUSINESS** - An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized an aggregate of no more than seventy (70) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the 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. 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 six (6) 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 and all Federal FMLA Laws 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. 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 Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	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 work day 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 work day. 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 in 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 thirty (30) 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 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 he/she does testify voluntarily, he/she may be cross-examined upon any matter relating to the hearing.
 4. Whenever written eyewitness accounts of incidents are used as evidence in cases involving removal or suspension, the person who prepared and/or signed such document shall be available for cross-examination unless such appearance presents undue hardship. Hearing shall be scheduled in keeping with this provision.

5. The decision shall include:
 - (a) A short statement of the nature of the proceedings;
 - (b) Discussion of testimony or evidence;
 - (c) Specific finding of fact;
 - (d) Conclusion and decision based on findings of fact and applicable laws and rules.
 6. A copy of the Hearing Officers decision shall be transmitted to all parties.
- b. The Provisions of this Section (18.4) are not grievable, however, instances of non-adherence to the above guidelines when reported by the Union to the County Administrator shall be investigated and corrected.

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 IV 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. 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.
- f. From the beginning of the twentieth year, thirty (30) 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 fifteen (15) 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 thirty (30) 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

and ninety (90) cents per hour.. 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 and ninety-five (95) cents per hour. 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 Effective January 1, 2004 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** - Personnel working at the Administration Building, Courthouse, Correction Center, Library, and TRADE 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. All TRADE drivers will receive a rain coat.
- d. Protective clothing for Central Maintenance working in sewerage plant. Gloves, boots and coveralls.
- e. Central Maintenance Electricians will receive 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.

25.4 Effective January 1, 2014 the County provide designated uniforms to the remainder of the Blue Collar AFSCME employees. Following ratification of this Agreement, the parties will meet to discuss the uniforms to be provided to employees pursuant to this paragraph.

- a. Effective January 1, 2005, employees will be allowed to wear Bermuda type, blue, hemmed denim shorts. Employees that work in safety sensitive positions are prohibited from wearing shorts. Employees must have proper clothing with them at all times because job duties may change during the course of the day. The County retains the right to require long pants for County sponsored events.

b. Uniforms shall be as follows:

6. **DOT & I & Central Maintenance employees:**

Blue Denim Jeans

Blue Denim Jean Shorts (Bermuda style and hemmed)

Blue Golf or Tee Shirt

7. **Park Commission Employees:**

Blue Denim Jeans

Blue Denim Jean Shorts (Bermuda style and hemmed)

Blue Golf or Tee Shirt

25.5 The County will continue to provide safety shoes for all departments.

- a. Sewage Plant employees shall receive gloves, boots and coveralls.
- b. Central Maintenance Electricians shall receive high voltage gloves and boots for use at Airport.
- c. Trade Drivers shall receive a rain coat.
- d. Laundry services will be provided by the Employer for Automotive Mechanics on coveralls provided by the Employer.
- e. The County shall provide a patch to all employees to wear on uniform shirt.
- f. The County will replace all items listed in 25.5 as needed upon authorization by the Department Head.

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 \$375.00 by December of each year of the contract 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.

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.

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 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 31 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 for ten business days. It shall be first posted in the department, division or office where the vacancy exists. Any employee who is interested in this posted job vacancy shall be required to make his/her interest known, in writing, to their supervisor.

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

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, 2017, and shall remain in full force and effect until the 31st day of December, 2020. 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 Saturday shall be paid time and one-half and double time for 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. Holidays will be covered by 5.1c and 5.2c.

4. 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. Golf course hours of work shall reflect course openings during peak seasons – Monday to Friday: 5:30am to 1:30 pm; 6 am to 2 pm; and 6:30 am to 2:30 pm; weekends – 5 am Golf Course and 6 am at the Park.

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

6. 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.

7. When in effect, Schedule I does not pertain to the continuous operation schedule utilized at the Skating Rink, 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 and Equestrian Center. 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. If the employer determines that the schedule at the Equestrian Center is not efficient, the parties will meet and negotiate a different schedule.
2. Golf course hours of work between April 1st and October shall be - Monday to Friday: 5:30 am to 1:30 pm; 6 am to 2:30 pm; weekends – 6 am. In addition, hours of work for employees working at Mercer County Park shall include 7 am to 3 pm.
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

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.

ADDENDUM II - LIBRARY

1. Effective January 1, 2004, the County and the Union agree to move Library title from the Clerical & Technical unit as follows: Library Assistant to range W01 from current range T01, Senior Library Assistant to range W03 from current range T03, Principal Library Clerk to range W05 from current T05.
2. The work week shall be defined as a continuous operation. The regular hours of work for the Mercer County Library System are 9:00 AM to 5:00 PM, 9:30 AM to 5:30 PM, or 1:00 PM to 9:00 PM.
3. All work performed by all members in unit on Saturdays shall be granted an additional day off on an hour for hour basis during the regular work week.
4. All work performed by all members in unit on Sundays shall be paid at the rate of time and one half the employees regular rate of pay for all hours worked.
5. If the nature of the work becomes mandatory involving Saturday and Sunday scheduling, management shall insure that employees will have their schedules arranged, in a manner which will insure on a rotated basis that all members in unit shall have an equal share of Saturdays and Sundays off, distributed evenly through the year.
6. Anything not specifically addressed in this addendum shall be covered by the main contract.

APPENDIX A
(Blue Collar)

<u>TITLE</u>	<u>SALARY RANGE CODE</u>	<u>HOURS OF WORK</u>
Apprentice Electrician	B09	37½
(Asphalt) Heavy Equipment Operator	B18	37½
Assistant Sewage Plant Operator	B10	37½
Assistant Superintendent Weight & Measurers	B26	35
Barn Laborer	B05	37½
Boiler Operator	B08	37½
Boiler Operator/Maintenance Repairer	B09	37½
Bridge Construction Worker	B11	37½
Bridge Repairer	B11	37½
Building Maintenance Worker	B04	37½
Building Service Worker	B04	37½
Carpenter	B11	37½
Cemetery Caretaker	B02	37½
Clerk Driver	B03	37½
Clubhouse Attendant	B02	37½
Electrician	B11	37½
Electrician (Central Maintenance)	B17	37½
Electrician's Helper	B05	37½
Equipment Operator	B09	37½
Equipment Operator (Sweeper)	B09	37½
Garage Attendant	B02	37½
Gardener	B03	37½
Head Farmer	B11	37½
Head Mechanic (Parks)	B19	37½
Heating & AC Mechanic	B11	37½
Heavy Equipment Operator	B11	37½
Heavy Equipment Operator (Mosquito Control)	B11	37½
Irrigation Specialist	B11	37½
Inspector (Mosquito Exterminator)	B10	37½
Inspector Trainee (Mosquito Exterminator)	B06	37½
Laborer I	B05	37½
Laborer Heavy	B07	37½
Mail Clerk	B04	37½
Maintenance Repairer	B07	37½
Maintenance Repairer (Welder)	B11	37½
Maintenance Repairer LPL	B07	37½
Mason	B10	37½
Master Carpenter (Parks)	B18	37½
Master Electrician - Parks	B12	37½
Master Mechanic	B18	37½
Master Painter – Parks	B18	37½
Mechanic	B11	37½
Mechanic Diesel	B11	37½
Mechanic's Helper	B05	37½

Mosquito Identification Specialist	B11	37½
Motor Vehicle Operator Elderly/Handicapped	B24	37½
Omnibus Operator	B02	40
Painter	B09	37½
Park Maintenance Man	B07	37½
Parking Attendant	B02	37½
Parking Attendant PT	B12	
Plumber	B11	37½
Plumber and Steam fitter	B11	37½
Printing Machine Operator 2	B05	37½
Printing Machine Operator 3	B11	37½
Radio Dispatcher	B05	37½
Road Inspector	B10	37½
Security Guard	B02	37½
Senior Bridge Repairer	B17	37½
Senior Building Maintenance Worker	B05	37½
Senior Building Maintenance Worker PT	B23	
Senior Building Service Worker	B05	37½
Senior Carpenter	B17	37½
Senior Cemetery Caretaker	B04	37½
Senior Electrician	B17	37½
Senior Inspector Mosquito Exterminator	B17	37½
Senior Irrigation Specialist	B17	37½
Senior Maintenance Repairer	B08	37½
Senior Maintenance Repairer LPL	B09	37½
Senior Maintenance Repairer (H&AC)	B08	37½
Senior Mason	B11	37½
Senior Mechanic	B17	37½
Senior Mechanic Diesel	B18	37½
Senior Painter	B11	37½
Senior Park Maintenance Worker	B08	37½
Senior Plumber	B17	37½
Senior Radio Dispatcher	B07	37½
Senior Road Inspector	B11	37½
Senior Traffic Signal Electrician	B17	37½
Senior Welder	B17	37½
Standby – MV Operator	B16	
Stationary Engineer	B09	40
Stock Clerk	B08	37½
Storekeeper	B08	37½
Storekeeper - Automotive	B08	37½
Supervising Maintenance Repairer	B18	37½
Traffic Maintenance Worker	B08	37½
Traffic Signal Electrician	B09	37½
Tree Maintenance Worker 1 (Tree Trimmer)	B05	37½
Tree Maintenance Worker 2 (Tree Climber)	B09	37½
Tree Maintenance Worker 3 (Sr Tree Climber)	B11	37½

Truck Driver	B07	37½
Weights & Measurers Apprentice	B07	35
Welder	B10	37½
Wetland Specialist	B18	37½

(WHITE COLLAR)

4-H Program Assistant	W04	35
Account Clerk (Typing)	W04	35
Account Clerk	W04	35
Accounting Assistant	W05	35
Administrative Clerk	W13	35
Administrative Clerk (Bilingual Spanish/Eng)	W13	35
Administrative Secretary	W12	35
Admitting Officer (Typing)	W09	35
Analyst Trainee	W05	35
Assessing Clerk	W02	35
Assistant Payroll Supervisor	W12	35
Assistant Pension Fund Supervisor	W12	35
Cashier	W04	35
Clerk 1 (Clerk)	W02	35
Clerk 1 Personnel (Personnel Clerk)	W05	35
Clerk 1/Purchasing Assistant – Parks	W12	35
Clerk 2/Purchasing Assistant – Parks	W13	35
Clerk 3 (Principal Clerk)	W07	35
Clerk 3 (Principal Clerk Bilingual)	W09	35
Clerk 3 Personnel (Principal Personnel Clerk)	W13	35
Clerk 2 (Senior Clerk)	W04	35
Clerk 2 – Personnel (Senior Personnel Clerk)	W10	35
Clerk 3 Bilingual	W04	35
Clerk 3/Senior Purchasing Assistant	W08	35
Clerk 4 (Supervising Clerk)	W12	35
Clerk Stenographer 1	W03	35
Clerk Transcriber	W03	35
Communications Officer	W09	40
Community Service Aide	W07	35
Community Service Aide Bilingual	W08	35
Communication System Tech 1	W18	35
Computer Operator	W05	35
Computer Operator Trainee	W04	35
Data Control Clerk	W04	35
Data Entry Machine Operator	W05	35
Elections Clerk	W03	35
Employee Benefits Clerk Typist	W07	35
Execution Clerk	W05	35
Field Representative - Sr. Citizens Program	W09	35

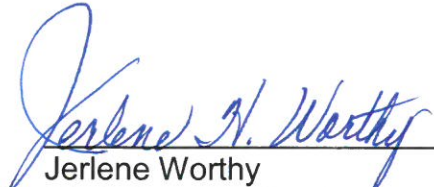
Health Insurance Benefits Clerk	W11	35
Investigator Consumer Protection	W06	35
Investigator (Adjustor)	W09	35
Keyboarding Clerk 1 (Clerk Typist)	W02	35
Keyboarding Clerk 1 PT (Clerk Typist PT)	W14	
Keyboarding Clerk 1 Bilingual (Clerk Typist Bilingual)	W03	35
Keyboarding Clerk 2 (Senior Clerk Typist)	W04	35
Keyboarding Clerk 2 Bilingual (Sr Clk Typist Bilingual)	W04	35
Keyboarding Clerk 3 (Principal Clerk Typist)	W07	35
Keyboarding Clerk 3 Bilingual (Pr Clk Typist Bilingual)	W09	35
Keyboarding Clerk 4 (Pr Word Processing Operator)	W12	35
Keyboarding Clerk 4 (Supervising Election Clerk)	W12	35
Keyboarding Clerk 4 (Supervising Clerk Typist)	W12	35
Keyboarding Clerk 4 Bilingual (Supv Clk Typ Bilingual)	W12	35
Keyboarding Clerk 4 Personnel (Supv Personnel Clk)	W18	35
Legal Stenographer	W05	35
Library Assistant	W02	35
Library Assistant PT	W22	
Library Page	W31	35
Library Page PT	W34	
Medical Records Clerk	W05	35
Microfilm System Supervisor	W08	35
Network Administrator I	W27	35
Payroll Clerk	W05	35
Payroll Supervisor	W12	35
Payroll Supervisor - Finance	W18	35
Pension Fund Supervisor	W18	35
Personnel Technician	W11	35
Planning Aide PT	W29	
Principal Account Clerk	W07	35
Principal Account Clerk (Stenographer)	W08	35
Principal Cashier	W10	35
Principal Clerk Transcriber	W08	35
Principal Data Control Clerk	W07	35
Principal Data Entry Mach Operator	W11	35
Principal Data Processing Programmer	W21	35
Principal Employee Benefits, Clerk Typist	W13	35
Principal Legal Stenographer	W11	35
Principal Library Assistant	W06	35
Principal Medical Records Clerk	W11	35
Principal Payroll Clerk	W12	35
Principal Personnel Technician	W18	35
Principal Purchasing Assistant	W13	35
Principal Systems Analyst	W21	35
Probate Assistant	W05	35
Probate Clerk	W05	35
Probate Clerk (Typing)	W05	35

Procurement Specialist 1 – Parks	W35	35
Receptionist	W02	35
Records Management Analyst	W28	35
Recreation Program Specialist	W25	35
Recreation Therapist	W26	35
Secretarial Assistant	W11	35
Secretarial Assistant Bilingual	W11	35
Secretarial Assistant (Stenographer)	W11	35
Senior Account Clerk	W05	35
Senior Bookkeeping Machine Operator	W04	35
Senior Cashier	W08	35
Senior Clerk Transcriber	W06	35
Senior Community Service Aide	W11	35
Senior Community Service Worker	W12	35
Senior Data Processing Programmer	W12	35
Senior Employee Benefits, Clerk	W11	35
Senior Investigator - Consumer Protection	W10	35
Senior Legal Stenographer	W08	35
Senior Library Assistant	W04	35
Senior Library Assistant PT	W17	
Senior Medical Records Clerk	W08	35
Senior Personnel Technician	W21	35
Senior Probate Clerk	W07	35
Senior Probate Clerk (Typing)	W07	35
Senior Systems Analyst	W18	35
Senior Technician, MIS	W18	35
Senior Telephone Operator	W05	35
Standby – Library Assistant	W14	
Supervising Account Clerk	W12	35
Supervising Account Clerk-Corrections	W12	35
Supervising Cashier	W12	35
Supervising Clerk Transcriber	W13	35
Supervisor of Accounts	W18	35
Systems Analyst	W12	35
Systems Analyst PT	W19	
Telephone Operator	W02	35


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 29th of June 2018

ATTEST:

COUNTY OF MERCER



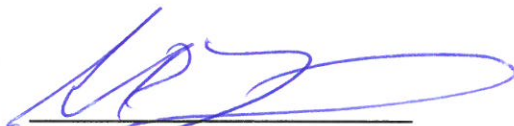
Jerlene Worthy
Clerk Board of Freeholders



Brian M. Hughes
County Executive

ATTEST:

AFSCME Local 2287



Alan Longstreet, President
AFSCME Local 2287



Debbie Parks
Council Representative
AFSCME Council 63

May 24, 2018

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.

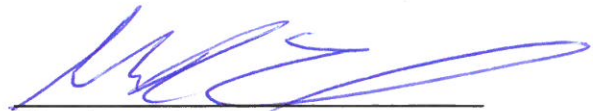
Specifically, this language states:

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.

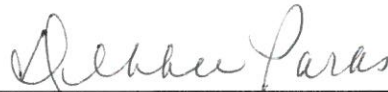
The County does not foresee any need to privatize, however, the County will extend this language for the 2017 - 2020 contract at the request of the Union.



Andrew Mair
County Administrator
County of Mercer



Alan Longstreet
President, AFSCME Local 2287



Debbie Parks
AFSCME Council 63

**APPENDIX B
JANUARY 2017 BLUE COLLAR SCHEDULE (1% Max Only)**

	1	2	3	4	5	6	7	8	9	10
B01	30,669	31,951	33,233	34,512	35,793	37,074	38,354	41,175		
B02	31,960	33,292	34,623	35,957	37,286	38,619	39,949	42,890		
B03	32,853	34,221	35,591	36,960	38,326	39,694	41,063	44,177		
B04	33,307	34,695	36,086	37,475	38,863	40,250	41,638	45,401		
B05	34,324	35,759	37,192	38,626	40,059	41,493	42,927	46,086		
B06	37,728	39,299	40,869	42,437	44,007	45,578	47,147	50,621		
B07	40,021	41,691	43,359	45,029	46,697	48,367	50,038	53,717		
B08	41,021	42,734	44,443	46,156	47,867	49,577	51,290	55,056		
B09	42,867	44,662	46,461	48,257	50,053	51,850	53,647	57,600		
B10	45,375	47,268	49,160	51,053	52,945	54,840	56,732	60,904		
B11	46,796	48,748	50,699	52,646	54,597	56,546	58,498	62,795		
B12	16.3900	17.0731	17.7555	18.4393	19.1209	19.8047	20.4864	21.9947		
B13	15.3656	16.0060	16.6457	17.2868	17.9259	18.5669	19.2060	20.6200		
B14	15.7278	16.3851	17.0424	17.6983	18.3556	19.0122	19.6688	21.1153		
B15	16.8479	17.5491	18.2517	18.9537	19.6542	20.3561	21.0580	22.6548		
B16	17.0807	17.7924	18.5055	19.2178	19.9295	20.6412	21.3528	23.2824		
B17	49,002	50,955	52,905	54,854	56,803	58,753	60,704	65,036		
B18	52,265	54,267	56,266	58,264	60,262	62,261	64,261	68,731		
B19	55,610	57,663	59,712	61,760	63,807	65,857	67,907	72,518		
B20	19.3475	20.1532	20.9583	21.7627	22.5678	23.3735	24.1779	25.9597		
B21	15.7949	16.4523	17.1110	17.7691	18.4258	19.0838	19.7419	21.2389		
B22	20.5234	21.3800	22.2353	23.0919	23.9472	24.8038	25.6605	27.5473		
B23	17.6021	18.3382	19.0729	19.8082	20.5429	21.2783	22.0136	23.6340		
B24	34,696	36,368	38,040	39,712	41,384	43,056	44,727	47,099		
B25	17.7926	18.6501	19.5076	20.3650	21.2225	22.0800	22.9369	24.1531		
B26	37,914	39,980	42,044	44,111	46,176	48,242	50,306	52,373	54,438	59,369

APPENDIX B
JANUARY 2018 BLUE COLLAR SCHEDULE (3% Increase)

	1	2	3	4	5	6	7	8	9	10
B01	31,589	32,909	34,230	35,547	36,867	38,186	39,505	42,410		
B02	32,919	34,291	35,662	37,035	38,404	39,778	41,147	44,176		
B03	33,839	35,247	36,659	38,068	39,475	40,885	42,295	45,502		
B04	34,307	35,736	37,168	38,599	40,028	41,458	42,887	46,763		
B05	35,354	36,832	38,308	39,785	41,260	42,737	44,214	47,469		
B06	38,859	40,478	42,095	43,710	45,327	46,946	48,561	52,140		
B07	41,221	42,942	44,660	46,380	48,098	49,819	51,539	55,329		
B08	42,252	44,016	45,777	47,541	49,303	51,064	52,828	56,707		
B09	44,153	46,002	47,854	49,705	51,554	53,405	55,256	59,328		
B10	46,736	48,686	50,635	52,585	54,534	56,485	58,434	62,731		
B11	48,200	50,211	52,219	54,226	56,235	58,242	60,253	64,679		
B12	16.8817	17.5853	18.2881	18.9924	19.6946	20.3989	21.1010	22.6545		
B13	15.8266	16.4862	17.1451	17.8054	18.4637	19.1239	19.7822	21.2386		
B14	16.1996	16.8767	17.5537	18.2293	18.9063	19.5826	20.2589	21.7487		
B15	17.3534	18.0756	18.7993	19.5223	20.2438	20.9668	21.6897	23.3345		
B16	17.5932	18.3262	19.0606	19.7944	20.5274	21.2604	21.9934	23.9809		
B17	50,472	52,484	54,492	56,499	58,507	60,516	62,525	66,987		
B18	53,833	55,895	57,954	60,012	62,070	64,129	66,189	70,793		
B19	57,279	59,393	61,503	63,613	65,721	67,832	69,944	74,694		
B20	19.9279	20.7578	21.5871	22.4156	23.2448	24.0747	24.9032	26.7384		
B21	16.2688	16.9459	17.6243	18.3021	18.9786	19.6563	20.3341	21.8761		
B22	21.1391	22.0214	22.9023	23.7847	24.6656	25.5480	26.4303	28.3738		
B23	18.1302	18.8883	19.6450	20.4025	21.1592	21.9166	22.6740	24.3431		
B24	35,736	37,459	39,181	40,903	42,625	44,348	46,069	48,511		
B25	18.3264	19.2096	20.0928	20.9760	21.8592	22.7424	23.6250	24.8777		
B26	39,051	41,179	43,305	45,434	47,561	49,689	51,815	53,944	56,071	61,150

**APPENDIX B
JANUARY 2019 BLUE COLLAR SCHEDULE (1% Increase)**

	1	2	3	4	5	6	7	8	9	10
B01	31,905	33,239	34,572	35,903	37,236	38,568	39,900	42,834		
B02	33,248	34,634	36,018	37,406	38,788	40,176	41,558	44,618		
B03	34,177	35,600	37,025	38,449	39,870	41,294	42,718	45,957		
B04	34,650	36,093	37,540	38,985	40,429	41,872	43,316	47,230		
B05	35,707	37,201	38,691	40,183	41,673	43,165	44,657	47,944		
B06	39,248	40,883	42,516	44,147	45,781	47,415	49,047	52,661		
B07	41,633	43,371	45,106	46,844	48,579	50,317	52,054	55,882		
B08	42,674	44,456	46,235	48,016	49,796	51,575	53,357	57,274		
B09	44,594	46,462	48,333	50,202	52,070	53,939	55,809	59,921		
B10	47,203	49,173	51,141	53,111	55,079	57,050	59,018	63,358		
B11	48,682	50,713	52,742	54,768	56,797	58,825	60,855	65,326		
B12	17.0505	17.7611	18.4710	19.1824	19.8915	20.6029	21.3120	22.8811		
B13	15.9848	16.6510	17.3166	17.9835	18.6483	19.3152	19.9800	21.4510		
B14	16.3616	17.0454	17.7292	18.4115	19.0953	19.7784	20.4615	21.9662		
B15	17.5269	18.2564	18.9873	19.7175	20.4462	21.1764	21.9066	23.5678		
B16	17.7691	18.5094	19.2512	19.9923	20.7327	21.4730	22.2134	24.2207		
B17	50,977	53,009	55,037	57,064	59,092	61,121	63,150	67,657		
B18	54,372	56,454	58,533	60,612	62,690	64,771	66,851	71,500		
B19	57,852	59,987	62,118	64,249	66,378	68,511	70,643	75,441		
B20	20.1272	20.9654	21.8029	22.6397	23.4772	24.3155	25.1523	27.0058		
B21	16.4315	17.1153	17.8006	18.4851	19.1683	19.8529	20.5375	22.0948		
B22	21.3505	22.2416	23.1314	24.0225	24.9123	25.8034	26.6946	28.6575		
B23	18.3115	19.0772	19.8415	20.6065	21.3708	22.1358	22.9008	24.5865		
B24	36,094	37,833	39,573	41,312	43,052	44,791	46,529	48,997		
B25	18.5096	19.4017	20.2937	21.1858	22.0778	22.9698	23.8613	25.1265		
B26	39,442	41,591	43,738	45,889	48,037	50,186	52,333	54,484	56,632	61,761

**APPENDIX B
JANUARY 2020 BLUE COLLAR SCHEDULE (.6% Increase)**

	1	2	3	4	5	6	7	8	9	10
B01	32,097	33,438	34,779	36,118	37,459	38,799	40,139	43,091		
B02	33,448	34,842	36,235	37,630	39,021	40,417	41,808	44,886		
B03	34,383	35,814	37,247	38,680	40,109	41,542	42,974	46,233		
B04	34,858	36,310	37,765	39,219	40,671	42,124	43,576	47,514		
B05	35,922	37,424	38,923	40,424	41,923	43,424	44,924	48,231		
B06	39,483	41,128	42,771	44,412	46,055	47,700	49,341	52,977		
B07	41,883	43,631	45,377	47,125	48,870	50,619	52,367	56,217		
B08	42,930	44,722	46,512	48,304	50,095	51,885	53,677	57,618		
B09	44,862	46,741	48,623	50,503	52,382	54,263	56,143	60,280		
B10	47,486	49,468	51,448	53,429	55,409	57,392	59,372	63,739		
B11	48,974	51,017	53,058	55,097	57,138	59,178	61,220	65,718		
B12	17.1528	17.8677	18.5818	19.2974	20.0109	20.7265	21.4399	23.0184		
B13	16.0807	16.7510	17.4205	18.0914	18.7602	19.4311	20.0999	21.5797		
B14	16.4598	17.1477	17.8356	18.5220	19.2099	19.8971	20.5842	22.0980		
B15	17.6321	18.3659	19.1012	19.8358	20.5689	21.3035	22.0381	23.7092		
B16	17.8757	18.6205	19.3667	20.1123	20.8571	21.6018	22.3466	24.3660		
B17	51,283	53,327	55,367	57,407	59,446	61,488	63,529	68,063		
B18	54,698	56,793	58,885	60,976	63,066	65,159	67,252	71,929		
B19	58,199	60,347	62,491	64,635	66,776	68,922	71,067	75,893		
B20	20.2479	21.0912	21.9338	22.7756	23.6181	24.4614	25.3032	27.1679		
B21	16.5301	17.2180	17.9074	18.5961	19.2834	19.9720	20.6607	22.2274		
B22	21.4786	22.3751	23.2701	24.1667	25.0617	25.9583	26.8548	28.8294		
B23	18.4214	19.1917	19.9605	20.7301	21.4990	22.2686	23.0382	24.7340		
B24	36,310	38,060	39,810	41,560	43,310	45,060	46,809	49,291		
B25	18.6207	19.5181	20.4155	21.3129	22.2103	23.1077	24.0044	25.2772		
B26	39,679	41,841	44,001	46,164	48,325	50,487	52,647	54,811	56,972	62,132

APPENDIX B
JANUARY 2017 WHITE COLLAR SCHEDULE (1% Increase Max Only)

	1	2	3	4	5	6	7	8	9	10
W01	29,856	30,195	31,402	32,612	33,820	35,028	36,235	38,906		
W02	30,328	31,597	32,860	34,126	35,392	36,658	37,923	40,717		
W03	31,764	33,090	34,413	35,737	37,064	38,386	39,711	42,636		
W04	33,258	34,647	36,031	37,418	38,806	40,193	41,578	44,642		
W05	36,449	37,967	39,487	41,005	42,525	44,045	45,563	48,915		
W06	38,133	39,721	41,310	42,897	44,486	46,075	47,664	51,159		
W07	39,907	41,567	43,228	44,888	46,548	48,209	49,870	53,532		
W08	41,775	43,514	45,254	46,993	48,734	50,473	52,213	56,059		
W09	42,993	44,783	46,571	48,359	50,148	51,935	53,726	57,676		
W10	43,741	45,562	47,385	49,206	51,027	52,850	54,672	58,684		
W11	45,794	47,699	49,608	51,516	53,424	55,331	57,238	61,450		
W12	47,975	49,971	51,971	53,970	55,968	57,967	59,965	64,367		
W13	50,370	52,463	54,557	56,654	58,747	60,839	62,800	67,567		
W14	15.9267	16.5904	17.2541	17.9186	18.5822	19.2459	19.9096	21.3769		
W15	25.1614	26.2085	27.2570	28.3054	29.3539	30.4016	31.4492	33.7639		
W16	20.0268	20.8611	21.6961	22.5304	23.3654	24.2005	25.0347	26.8762		
W17	18.2734	19.0366	19.7972	20.5595	21.3218	22.0841	22.8448	24.5286		
W18	51,841	53,934	56,029	58,125	60,219	62,310	64,408	69,061		
W19	26.3597	27.4566	28.5552	29.6538	30.7516	31.8502	32.9480	35.3664		
W20	55,177	57,322	59,469	61,656	62,369	65,907	68,056	72,856		
W21	58,594	60,794	62,992	65,237	65,967	69,593	71,795	76,747		
W22	16.6640	17.3608	18.0552	18.7504	19.4464	20.1416	20.8368	22.3722		
W23	17.4529	18.1813	18.9080	19.6356	20.3647	21.0915	21.8190	23.4266		
W24	21.9269	22.8392	23.7518	24.6637	25.5760	26.4882	27.4009	29.4133		
W25	34,942	36,883	38,825	40,767	42,708	44,648	46,590	48,531	50,472	55,347
W26	37,096	38,993	40,889	42,785	44,680	46,576	48,473	50,367	52,264	57,193
W27	82,213	84,241	86,271	88,303	90,332	92,361	94,515	96,422	98,451	106,106
W28	46,923	49,511	52,100	54,688	57,277	59,866	62,456	65,044	67,632	74,152
W29	13.4590	14.0909	14.7230	15.3549	15.9870	16.6189	17.2509	17.8829	18.5149	19.3384
W30	25,505	26,098	26,688	27,278	27,869	28,460	29,051	29,642	30,234	32,549
W31	27,673	28,488	29,302	30,118	30,932	31,747	32,562	33,377	34,192	36,966
W32	32,071	32,813	33,556	34,299	35,043	35,786	36,528	37,270	38,012	40,925
W33	14.0136	14.3395	14.6635	14.9881	15.3127	15.6374	15.9620	16.2866	16.6119	17.8838
W34	15.2050	15.6525	16.1000	16.5482	16.9957	17.4432	17.8914	18.3389	18.7871	20.3112
W35	52,738	54,916	57,093	59,271	61,448	63,625	65,803	69,003		

APPENDIX B
JANUARY 2018 WHITE COLLAR SCHEDULE (3% Increase)

	1	2	3	4	5	6	7	8	9	10
W01	30,752	31,100	32,344	33,590	34,834	36,078	37,323	40,073		
W02	31,238	32,545	33,846	35,149	36,454	37,757	39,061	41,939		
W03	32,717	34,083	35,445	36,809	38,176	39,538	40,902	43,916		
W04	34,255	35,686	37,112	38,541	39,970	41,399	42,825	45,981		
W05	37,542	39,106	40,672	42,235	43,801	45,366	46,930	50,382		
W06	39,277	40,913	42,549	44,184	45,821	47,457	49,094	52,694		
W07	41,104	42,814	44,525	46,235	47,945	49,655	51,366	55,138		
W08	43,028	44,819	46,612	48,403	50,196	51,987	53,780	57,741		
W09	44,283	46,127	47,968	49,809	51,652	53,493	55,337	59,407		
W10	45,054	46,929	48,806	50,682	52,558	54,436	56,312	60,445		
W11	47,167	49,130	51,096	53,061	55,027	56,991	58,955	63,294		
W12	49,414	51,470	53,530	55,589	57,647	59,706	61,764	66,298		
W13	51,881	54,037	56,194	58,353	60,510	62,664	64,684	69,594		
W14	16.4045	17.0881	17.7717	18.4561	19.1397	19.8233	20.5069	22.0182		
W15	25.9162	26.9948	28.0747	29.1546	30.2345	31.3136	32.3927	34.7768		
W16	20.6276	21.4869	22.3470	23.2063	24.0664	24.9265	25.7858	27.6825		
W17	18.8216	19.6076	20.3912	21.1763	21.9615	22.7467	23.5302	25.2645		
W18	53,397	55,552	57,710	59,868	62,026	64,180	66,340	71,133		
W19	27.1505	28.2803	29.4119	30.5434	31.6741	32.8057	33.9364	36.4274		
W20	56,833	59,042	61,253	63,506	64,240	67,884	70,098	75,041		
W21	60,352	62,618	64,882	67,194	67,946	71,681	73,949	79,049		
W22	17.1639	17.8816	18.5968	19.3129	20.0298	20.7459	21.4619	23.0434		
W23	17.9765	18.7267	19.4753	20.2246	20.9757	21.7242	22.4736	24.1294		
W24	22.5847	23.5243	24.4644	25.4036	26.3433	27.2828	28.2229	30.2957		
W25	35,991	37,990	39,989	41,990	43,989	45,987	47,988	49,987	51,987	57,008
W26	38,209	40,163	42,116	44,068	46,021	47,973	49,927	51,878	53,832	58,909
W27	84,679	86,769	88,859	90,952	93,041	95,132	97,351	99,314	101,405	109,289
W28	48,331	50,996	53,663	56,329	58,996	61,662	64,330	66,995	69,661	76,377
W29	13.8628	14.5137	15.1647	15.8156	16.4666	17.1175	17.7684	18.4194	19.0703	19.9186
W30	26,270	26,881	27,488	28,097	28,705	29,314	29,922	30,531	31,141	33,525
W31	28,503	29,342	30,181	31,021	31,860	32,699	33,539	34,378	35,218	38,075
W32	33,033	33,798	34,563	35,328	36,094	36,859	37,624	38,388	39,153	42,153
W33	14.4340	14.7697	15.1034	15.4378	15.7721	16.1065	16.4409	16.7752	17.1103	18.4203
W34	15.6611	16.1221	16.5830	17.0446	17.5056	17.9665	18.4281	18.8891	19.3507	20.9205
W35	54,321	56,563	58,806	61,049	63,291	65,534	67,777	71,073		

APPENDIX B
JANUARY 2019 WHITE COLLAR SCHEDULE (1% Increase)

	1	2	3	4	5	6	7	8	9	10
W01	31,059	31,411	32,668	33,926	35,183	36,439	37,696	40,474		
W02	31,551	32,870	34,185	35,501	36,819	38,135	39,451	42,358		
W03	33,044	34,423	35,799	37,177	38,557	39,933	41,311	44,355		
W04	34,598	36,043	37,483	38,926	40,370	41,813	43,253	46,441		
W05	37,918	39,497	41,078	42,658	44,239	45,820	47,399	50,886		
W06	39,670	41,322	42,975	44,626	46,279	47,932	49,585	53,221		
W07	41,515	43,242	44,970	46,697	48,424	50,151	51,879	55,690		
W08	43,458	45,267	47,078	48,887	50,698	52,507	54,317	58,318		
W09	44,726	46,588	48,448	50,307	52,169	54,028	55,891	60,001		
W10	45,504	47,398	49,294	51,189	53,084	54,980	56,875	61,049		
W11	47,639	49,622	51,607	53,592	55,577	57,561	59,544	63,927		
W12	49,908	51,985	54,065	56,145	58,223	60,303	62,382	66,961		
W13	52,400	54,578	56,756	58,937	61,115	63,291	65,330	70,290		
W14	16.5686	17.2590	17.9494	18.6407	19.3311	20.0215	20.7120	22.2384		
W15	26.1754	27.2647	28.3554	29.4462	30.5369	31.6268	32.7166	35.1245		
W16	20.8339	21.7018	22.5705	23.4383	24.3071	25.1758	26.0436	27.9593		
W17	19.0099	19.8037	20.5951	21.3881	22.1811	22.9741	23.7655	25.5171		
W18	53,931	56,108	58,287	60,467	62,646	64,822	67,003	71,844		
W19	27.4220	28.5631	29.7060	30.8489	31.9909	33.1338	34.2758	36.7916		
W20	57,401	59,632	61,865	64,141	64,883	68,563	70,799	75,792		
W21	60,956	63,244	65,531	67,866	68,625	72,397	74,688	79,840		
W22	17.3355	18.0604	18.7828	19.5060	20.2301	20.9533	21.6765	23.2738		
W23	18.1563	18.9140	19.6700	20.4269	21.1854	21.9414	22.6983	24.3707		
W24	22.8105	23.7596	24.7090	25.6576	26.6067	27.5557	28.5051	30.5987		
W25	36,351	38,370	40,389	42,410	44,429	46,447	48,468	50,487	52,506	57,578
W26	38,591	40,565	42,537	44,509	46,481	48,453	50,426	52,397	54,370	59,498
W27	85,526	87,636	89,748	91,862	93,972	96,083	98,324	100,307	102,419	110,382
W28	48,814	51,506	54,199	56,892	59,586	62,279	64,973	67,665	70,357	77,140
W29	14.0014	14.6588	15.3163	15.9737	16.6313	17.2887	17.9461	18.6036	19.2610	20.1178
W30	26,533	27,150	27,763	28,378	28,992	29,607	30,222	30,836	31,452	33,860
W31	28,788	29,636	30,483	31,331	32,179	33,026	33,875	34,722	35,570	38,456
W32	33,363	34,136	34,909	35,681	36,455	37,228	38,000	38,772	39,544	42,574
W33	14.5783	14.9174	15.2544	15.5921	15.9299	16.2676	16.6053	16.9430	17.2814	18.6045
W34	15.8177	16.2833	16.7488	17.2151	17.6806	18.1462	18.6124	19.0780	19.5442	21.1297
W35	54,864	57,129	59,394	61,659	63,924	66,189	68,455	71,784		

APPENDIX B
JANUARY 2020 WHITE COLLAR SCHEDULE (.6% Increase)

	1	2	3	4	5	6	7	8	9	10
W01	31,246	31,600	32,864	34,130	35,394	36,658	37,922	40,717		
W02	31,740	33,067	34,390	35,714	37,040	38,364	39,688	42,612		
W03	33,243	34,630	36,014	37,400	38,789	40,173	41,559	44,621		
W04	34,806	36,259	37,708	39,160	40,612	42,064	43,513	46,720		
W05	38,145	39,734	41,325	42,914	44,504	46,095	47,684	51,191		
W06	39,908	41,570	43,232	44,894	46,557	48,220	49,883	53,540		
W07	41,764	43,502	45,240	46,977	48,715	50,452	52,191	56,024		
W08	43,719	45,539	47,360	49,180	51,002	52,822	54,643	58,668		
W09	44,994	46,868	48,739	50,609	52,482	54,352	56,226	60,361		
W10	45,777	47,682	49,590	51,496	53,402	55,310	57,216	61,416		
W11	47,925	49,919	51,917	53,914	55,911	57,906	59,902	64,310		
W12	50,207	52,297	54,389	56,482	58,573	60,665	62,756	67,363		
W13	52,714	54,905	57,096	59,290	61,481	63,671	65,722	70,712		
W14	16.6680	17.3625	18.0571	18.7525	19.4471	20.1417	20.8362	22.3718		
W15	26.3324	27.4283	28.5256	29.6228	30.7201	31.8165	32.9129	35.3353		
W16	20.9589	21.8320	22.7059	23.5790	24.4529	25.3268	26.1999	28.1270		
W17	19.1239	19.9225	20.7186	21.5164	22.3142	23.1120	23.9081	25.6702		
W18	54,254	56,445	58,636	60,830	63,022	65,210	67,405	72,275		
W19	27.5865	28.7345	29.8842	31.0340	32.1828	33.3326	34.4814	37.0124		
W20	57,746	59,990	62,237	64,526	65,272	68,974	71,223	76,247		
W21	61,322	63,623	65,924	68,273	69,037	72,832	75,136	80,319		
W22	17.4395	18.1688	18.8955	19.6231	20.3515	21.0790	21.8066	23.4134		
W23	18.2652	19.0275	19.7880	20.5494	21.3125	22.0731	22.8345	24.5169		
W24	22.9474	23.9021	24.8573	25.8116	26.7664	27.7210	28.6762	30.7823		
W25	36,569	38,600	40,632	42,664	44,696	46,726	48,759	50,790	52,821	57,923
W26	38,823	40,808	42,792	44,776	46,760	48,744	50,729	52,711	54,696	59,855
W27	86,039	88,162	90,286	92,413	94,536	96,660	98,914	100,909	103,033	111,044
W28	49,107	51,815	54,524	57,234	59,943	62,652	65,363	68,071	70,779	77,603
W29	14.0854	14.7467	15.4082	16.0696	16.7311	17.3924	18.0538	18.7153	19.3766	20.2385
W30	26,692	27,313	27,930	28,548	29,166	29,785	30,403	31,021	31,641	34,063
W31	28,961	29,813	30,666	31,519	32,372	33,224	34,078	34,930	35,784	38,687
W32	33,563	34,341	35,118	35,895	36,674	37,451	38,228	39,004	39,782	42,830
W33	14.6658	15.0069	15.3460	15.6857	16.0254	16.3652	16.7049	17.0446	17.3851	18.7162
W34	15.9126	16.3810	16.8493	17.3184	17.7867	18.2550	18.7241	19.1924	19.6614	21.2565
W35	55,193	57,472	59,750	62,029	64,308	66,587	68,865	72,215		