JERLENE H. WORTHY, CLERK BOARD OF COUNTY COMMISSIONERS

COUNTY OF MERCER

McDADE ADMINISTRATION BUILDING 640 SOUTH BROAD STREET P.O. BOX 8068 TRENTON, NEW JERSEY 08650-0068 (609) 989-6584 Fax: (609) 392-0488

MEMORANDUM

LISA M. VENA DEPUTY CLERK

TO:

Raissa Walker, Director

Employee Relations

FROM:

Jerlene H. Worthy, Clerk to the Board

RE:

RESOLUTION AUTHORIZING TO EXECUTE A CONTRACT

BETWEEN AFSCME LOCAL 2287 (BLUE & WHITE COLLAR)

AND THE COUNTY OF MERCER - JANUARY 1, 2021 TO

DECEMBER 31, 2022

DATE:

September 16, 2021

Enclosed please find one (1) original executed Agreement referenced above.

This document has been signed by the County Executive and the Clerk to the Board.

Also enclosed is one (1) certified copy of Resolution No. 2021-476 which authorizes the execution of said Agreement.

I understand your office will handle further distribution.

JHW/ew

Encls (1)

Cc:

AFSCME LOCAL 2287

County Treasurer
IMLR Library
Administrator

Approved as to Form and Legality

Date

September 9, 2021

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, 2021 TO DECEMBER 31, 2022

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 the period of January 1, 2021 to December 31, 2022, 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, the County Administrator, Personnel Director, County Treasurer, and the IMLR Library.

Jerlene No the typard

COMMISSIONERS	Aye	Nay	N.V.	Ale	T D	10							
	Aye	May	14.V.	Abs.	Res.	Sec.	COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res	Sec
Cannon	Λ					V	Melker	X					-
Cimino	X						Walter	Y					_
Colavita				X			Frisby	√					
Koontz	X				V		Filsby	λ					

AGREEMENT

BETWEEN

THE COUNTY OF MERCER

AND

LOCAL 2287 OF

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

Effective: January 1, 2021 Expiration: December 31, 2022

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, 2021 to December 31, 2022

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PREAMBLE

This Agreement, dated	, 2021	between	the	County	of	Mercer,
hereinafter referred to as the "Employer," and Loc	cal Number	2287 of th	e An	nerican F	ede	ration of
State, County, and Municipal Employees (AFL-CI	IO), hereina	after referre	ed to	as the "L	Jnio	n."

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 Commissioners

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 The Employer agrees to deduct the Union monthly membership dues from the pay of those who individually request in writing that such deduction be made. The amounts of the deduction shall be certified to the Employer by the Treasurer of the Local and the aggregate deductions of all employees shall be remitted to Council #63 AFSCME NJ, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made.
- 3.2 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.
- 3.3 The Union and Employer agree to comply with the provisions set forth in the Workplace Democracy Enhancement Act, 2018 N.J.S.A. 34:13A-5.11.

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, Sheriff's Department, Library, 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 \$8, \$12, and \$20 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 2021 and 2022 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 2021 and 2022 shall be as follows:
 - a. Effective and retroactive to January 1, 2021, all employees will receive a 2% salary increase. There will be no step movement in 2021.
 - b. Effective January 1, 2022, all employees will receive a 2% salary increase. There will be no step movement in 2022.
 - c. Effective December 31, of each year, any employee not in grade will be placed on step within the range of their respective title.
 - d. 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.
 - e. Effective June 1, 2021 and June 1, 2022, 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

- 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.
- 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 <u>BEREAVEMENT DAYS</u> - 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, civil-union partner, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, stepmother, stepfather, stepchild, step grandchild, stepsister, or step brother, said employee shall be excused for a period not to

exceed five (5) working days in a (7) seven-day period for bereavement purposes beginning with the day of death or the day after the date of death. The employee will be paid his regular hourly rate of pay for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours pay (Blue Collar - Institutional), seven and one-half (7 ½) hours pay (Blue Collar) or seven (7) hours pay (White Collar) for any one (1) day. The Employer shall have the right to request proof of death whenever said proof shall appear reasonable.

- 9.2 <u>UNION BUSINESS</u> 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 <u>Sick Leave</u> 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.
- 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 <u>Personal Leave</u> 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 <u>Jury Duty</u> 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 that 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
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day

Columbus Day General Election Day Veteran's Day Thanksgiving 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
 - 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.
 - 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. <u>Outside Departments</u> Highway, Motor Pool, Mosquito Control, Airport, and Park Commission will receive the following:

(1) <u>Initial Issue</u>:

- 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)
- Safety shoes, boots and jackets will be replaced as needed upon authorization by the division director
- Outside departments have the option to receive five (5) orange Tshirts in place of one each winter and summer shirt.
- b. <u>Inside Departments</u> 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) <u>Initial Issue</u>:

- 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)
- 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.
- 27.3 Please refer to Appendix B for revised job descriptions for Park Maintenance Worker and Senior Park Maintenance Worker.

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, for reasons other than those listed in subparagraph 29.6 below, 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.
- 29.6 If the County offices are closed by Executive Order of the County Executive or his designee due to a declaration of Federal, State or County public health emergency, employees in this bargaining unit who are required to work during the public health emergency hereby waive compensatory time until the health emergency has concluded.

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 2021, and shall remain in full force and effect until the 31st day of December 2022. 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.

LABORER MERCER COUNTY PARK

DEFINITION:

Under supervision, performs varied types of manual and unskilled laboring work, and may drive a truck in connection with laborer work on occasion; does other related duties as required

NOTE: The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

EXAMPLES OF WORK:

Loads, lifts and moves supplies, furniture, and equipment.

Loads and unloads trucks

Digs trenches and does manual grading

Collects trash and other refuse.

Cuts grass (Push mowers)

Ability to use a weed whacker

Cleans up underbrush foliage, vines and weeds

Cleaning of all Park facilities (picnic areas, camp sites, building, restrooms, and park grounds)

Ability to learn athletic field maintenance

Snow removal (shovels snow and use of a snow blower)

May assist on occasion with various trades (Electricians, Carpenters, Masons, Plumbers and Painters)

May perform routine maintenance involved in painting, change lightbulbs, mixing concrete, pothole repair, trail work, and other minor task)

Under direction may learn to operate small park equipment (riding mowers, leaf blowers, floor scrubbers etc.

REQUIREMENTS

LICENSE

Appointees will be required to possess a driver's license valid in New Jersey

KNOWLEDGE AND ABILITIES

Knowledge of the methods, materials and skills used to perform varied types of manual and unskilled task.

Ability to perform manual task either alone or as a member of a group.

Ability to follow prescribed instructions

Ability to learn to use tools and equipment needed to perform routine, unskilled labor task

Ability to follow safety precautions in the operation of assigned tools and equipment

PARK MAINTENANCE WORKER

DEFINITION:

Under supervision, performs varied types of manual and unskilled laboring work, and may drive a truck in connection with laborer work on occasion; does other related duties as required (park laborer requirements)

Under supervision, performs variety of routine maintenance, repair, and cleaning task involved in care of grounds and associated facilities and equipment; does other related duties as required

NOTE: The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

EXAMPLES OF WORK:

Mows lawn/turf at designated height using various riding mowers

Lays out and maintains baseball diamonds, softball fields, tennis courts, soccer, lacrosse, and flag football fields

Must possess a valid New Jersey pesticide operators license

Applies prescribed amounts of lime, fertilizer, and insecticide (under proper supervision) using spreaders and /or sprayers

Spreads and levels new soil to prepare area for new turf, grass and so forth, using hand tools

Prepares soil, seeds lawns, and rolls, weeds and cuts grass

Trims and removes grass, shrubs, trees and brush using proper power and other equipment

Applies paint to surfaces using brushes to renew the finish on benches, tables, signs, and other recreational equipment

Mixes and pours concrete to set poles, fence, grills and other recreation equipment

Assembles various park equipment, Tables, benches athletic equipment etc.)

Snow removal using truck mounted snow plows

Followers all safety precautions

Under direction may learn to operate midlevel riding mowers and tractors and various other equipment

REQUIREMENTS

LICENSE

Appointees will be required to possess a driver's license valid in New Jersey

KNOWLEDGE AND ABILITIES

Knowledge of the methods used to operate power mowers, chain saws and brush cutters.

Knowledge of the methods used to assemble and position park and sport equipment

Knowledge of the method used to store, maintain and safeguard equipment, materials and supplies.

Knowledge of the methods used to repair and maintain tools and equipment.

Ability to paint recreation equipment

Ability to understand, remember, and carry out oral and written directions and demonstrations.

Ability to perform the task necessary to maintain park grounds

Ability to perform basic maintenance and repair tasks to tools and equipment.

Ability to organize assigned work and develop effective work methods

SENIOR PARK MAINTENANCE WORKER

DEFINITION:

Under supervision, performs varied types of manual and unskilled laboring work, and may drive a truck in connection with laborer work on occasion; does other related duties as required (park laborer requirements)

Under supervision, performs variety of routine maintenance, repair, and cleaning task involved in care of grounds and associated facilities and equipment; does other related duties as required (park maintenance requirements)

NOTE: The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

EXAMPLES OF WORK:

REQUIREMENTS

MUST POSSESS A VALID NEW JERSEY COMMERCIAL PESTICIDE APPLICATOR LICENSE

Takes the lead over other employees in the performance of their duties, provides them with guidance and instructions, and oversees their work performance.

Operates and services varied types of riding mowers, tractors, and other mechanized light equipment to perform park maintenance task.

Manipulates tractor controls for smooth starting, stopping and maneuvering around trees, on rolling terrain, and on large tracts of lawn.

Selects proper gear and adjust gears to obtain proper speed for tractor and mower blades

Raises and lowers tractor mower blades according to standard procedures

May manipulate controls to raise and lower snowplow attachments

Performs a variety of duties involved in the maintenance of grounds and plat areas

May apply approved chemicals, fertilizers, weed control using proper equipment

Repairs and maintains recreational equipment and facilities

May assist in repair and maintenance of building and equipment

Cuts brush and mows grass primarily through the use of a variety of hand mowers.

Prunes trees and shrubs, trims hedges, fertilizers lawns and assist in planting of shrubs, trees and flowers

Removes snow, loads and unloads equipment and material

LICENSE

Appointees will be required to possess a driver's license valid in New Jersey

MUST POSSESS A NEW JERSEY COMMERICAL APPLICATOR LICENSE

KNOWLEDGE AND ABILITIES

Knowledge of methods used in applying insecticides, pesticides, and other similar materials

Knowledge of methods and procedures used in mowing lawns with use of a tractor.

Knowledge of the function and use of tools and equipment used in maintaining shrubs, trees, and lawn such as sheers, edgers, hedge clippers, and spraying/dusting devices

Knowledge of methods used in seeding lawns, pruning trees (from the ground) and care of shrubs and flowers

Knowledge of methods/ procedures used in maintaining and marking athletic fields, playground equipment, and so forth.

Knowledge of safety procedures for the safe operation of motorized equipment such as tractors, pickup trucks and dump trucks with snowplow equipment and so forth

Knowledge of characteristics and purposes of commonly used insecticides and pesticides and ability to select the appropriate ones

APPENDIX A

(Blue Collar)

TITLE	SALARY RANGE CODE	HOURS OF WORK
Apprentice Electrician	B09	371/2
(Asphalt) Heavy Equipment Operat	or B18	37½
Assistant Sewage Plant Operator	B10	37½
Assistant Superintendent Weight &	Measurers B26	35
Barn Laborer	B05	371/2
Boiler Operator	B08	37½
Boiler Operator/Maintenance Repa	irer B09	371/2
Bridge Construction Worker	B11	37½
Bridge Repairman I (Bridge Repaire		37½
Building Maintenance Worker	B04	37½
Building Maintenance Worker – PT		
Building Service Worker	B04	37½
Building Service Worker – PT	B16	
Carpenter	B11	37½
Cemetery Caretaker	B02	371/2
Clerk Driver	B03	37½
Clubhouse Attendant	B02	371/2
Electrician	B11	371/2
Electrician (Central Maintenance)	B17	371/2
Electrician's Helper	B05	371/2
Equipment Operator	B09	371/2
Equipment Operator (Sweeper)	B09	371/2
Garage Attendant	B02	371/2
Gardener	B03	371/2
Head Farmer	B11	371/2
Head Mechanic (Parks)	B19	371/2
Heating & AC Mechanic	B11	37½
Heavy Equipment Operator - Asph	alt B18	37 ½
Heavy Equipment Operator	B11	371/2
Heavy Equipment Operator (Mosqu	uito Control) B11	37½
Irrigation Specialist	B11	371/2
Inspector (Mosquito Exterminator)	B10	371/2
Inspector Trainee (Mosquito Extern	ninator) B06	371/2
Laborer I	B05	37½
Laborer Heavy	B07	371/2
Mail Clerk	B04	371/2
Maintenance Repairer	B07	371/2
Maintenance Repairer (Welder)	B11	37½
Maintenance Repairer LPL	B07	371/2
Mason	B10	371/2
Mason's Helper	B07	37 ½
Master Carpenter - Parks	B18	37½
Master Electrician - Parks	B12	371/2
Master Mason – Parks	B18	37 ½
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 Barn Laborer	B07	37 ½
Senior Bridge Repairman (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 Parking Attendant	B11	37 ½
Senior Plumber	B17	37½
Senior Radio Dispatcher	B07	37½
Senior Road Inspector	B11	37½
Senior Traffic Signal Electrician	B17	37½
Senior Welder	B17	37½
Sign Maker 1	B06	37 ½
Sign Maker 2	B11	37 ½
Standby – MV Operator	B16	
Stationary Engineer	B09	40
Stock Clerk	B08	37½
Storekeeper	B08	37½
Storekeeper - Automotive	B08	37½
Supervising Maintenance Repairer	B18	37½
Tel System Installer & Repairer	B11	37 ½
Traffic Maintenance Worker	B08	37½

Traffic Signal Electrician	B09	371/2
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 Bilingual	W03	35
Clerk 1 – PT	W14	
Clerk 1/Purchasing Assistant – Parks	W12	35
Clerk 2/Purchasing Assistant – Parks	W13	35
Clerk 2 (Senior Clerk)	W04	35
Clerk 2 – Personnel (Senior Personnel Clerk)	W10	35
Clerk 2 <i>Bilingual</i>	W04	35
Clerk 3 (Principal Clerk)	W07	35
Clerk 3 Bilingual (Principal Clerk Bilingual)	W09	35
Clerk 3 Personnel (Principal Personnel Clerk)	W13	35
Clerk 3/Senior Purchasing Assistant	W08	35
Clerk 4 (Supervising Clerk)	W12	35
Clerk 4 Bilingual	W13	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
Community Service Worker	W07	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 Bil)	W03	35
Keyboarding Clerk 2 (Senior Clerk Typist)	W04	35
Keyboarding Clerk 2 <i>Bilingual</i> (Sr Clk Typist Bil)	W04	35
Keyboarding Clerk 3 (Principal Clerk Typist)	W07	35
Keyboarding Clerk 3 <i>Bilingual</i> (Pr Clk Typist Bil)	W09	35
Keyboarding Clerk 4 (Pr Word Processing Oprtr)	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 Bill)	W12	35
Keyboarding Clerk 4 Personnel (Supv Prsnnel Clk)		35
Legal Stenographer	W05	35
Library Assistant (Library Assistant Typing)	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
Principal Word Processing Operator	W11	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 Computer Operator	W06	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 (Sr. Library Asst .Typing)	W04	35
Senior Library Assistant PT	W17	
Senior Medical Records Clerk	W08	35
Senior Payroll Clerk	W06	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

APPENDIX B JANUARY 2021 WHITE COLLAR SCHEDULE

	1	2	3	4	5	6	7	8	9	10
W01	\$ 31,871	\$ 32,232		\$ 34,812	\$ 36,102	\$ 37,391	\$ 38,680	\$ 41,531		
W02	\$ 32,375	\$ 33,729	\$ 35,078	\$ 36,428	\$ 37,780	\$ 39,131	\$ 40,482	\$ 43,465		
W03	\$ 33,908	\$ 35,323	\$ 36,735	\$ 38,148	\$ 39,565	\$ 40,976	\$ 42,390	\$ 45,513		
W04	\$ 35,502	\$ 36,984	\$ 38,462	\$ 39,943		\$ 42,905	\$ 44,383	\$ 47,654		
W05	\$ 38,908	\$ 40,529	\$ 42,151	\$ 43,772	\$ 45,394	\$ 47,017	\$ 48,637	\$ 52,215		
W06	\$ 40,706	\$ 42,401	\$ 44,097	\$ 45,792	\$ 47,488	\$ 49,184	\$ 50,880	\$ 54,611		
W07	\$ 42,600	\$ 44,372	\$ 46,145			\$ 51,461	\$ 53,234	\$ 57,144		
W08	\$ 44,593	\$ 46,450	\$ 48,308	\$ 50,164	\$ 52,022	\$ 53,878	\$ 55,736	\$ 59,842		
W09	\$ 45,894	\$ 47,805	\$ 49,713	\$ 51,621	\$ 53,531	\$ 55,439	\$ 57,351	\$ 61,568		
W10	\$ 46,693	\$ 48,636	\$ 50,582	\$ 52,526	\$ 54,470	\$ 56,416	\$ 58,361	\$ 62,644		
W11	\$ 48,883	\$ 50,918	\$ 52,955	\$ 54,992	\$ 57,029	\$ 59,064	\$ 61,100	\$ 65,596		
W12	\$ 51,212	\$ 53,343	\$ 55,477	\$ 57,611	\$ 59,744	\$ 61,879	\$ 64,011	\$ 68,710		
W13	\$ 53,768	\$ 56,003	\$ 58,238	\$ 60,476	\$ 62,711	\$ 64,944	\$ 67,037	\$ 72,126		
W14	\$ 17.0013	\$ 17.7098	\$ 18.4183	\$ 19.1276	\$ 19.8360	\$ 20.5445	\$ 21.2530	\$ 22.8192		
W15	\$ 26.8591	\$ 27.9769	\$ 29.0961	\$ 30.2153	\$ 31.3345	\$ 32.4528	\$ 33.5712	\$ 36.0420		
W16	\$ 21.3781	\$ 22.2686	\$ 23.1600	\$ 24.0506	\$ 24.9420	\$ 25.8334	\$ 26.7239	\$ 28.6896		
W17	\$ 19.5064	\$ 20.3210	\$ 21.1330	\$ 21.9467	\$ 22.7605	\$ 23.5742	\$ 24.3862	\$ 26.1836		
W18	\$ 55,339	\$ 57,573	\$ 59,809	\$ 62,046	\$ 64,282	\$ 66,515	\$ 68,753	\$ 73,720		
W19	\$ 28.1382	\$ 29.3092	\$ 30.4819	\$ 31.6546	\$ 32.8265	\$ 33.9992	\$ 35.1711	\$ 37.7526		
W20	\$ 58,900	\$ 61,190	\$ 63,481	\$ 65,816	\$ 66,577	\$ 70,354	\$ 72,648	\$ 77,772		
W21	\$ 62,548	\$ 64,896	\$ 67,242	\$ 69,639	\$ 70,418	\$ 74,288	\$ 76,639	\$ 81,925		
W22	\$ 17.7883	\$ 18.5322	\$ 19.2734	\$ 20.0155	\$ 20.7585	\$ 21.5006	\$ 22.2427	\$ 23.8817		
W23	\$ 18.6305	\$ 19.4080	\$ 20.1838	\$ 20.9604	\$ 21.7388	\$ 22.5146	\$ 23.2912	\$ 25.0073		
W24	\$ 23.4064	\$ 24.3802	\$ 25.3544	\$ 26.3278	\$ 27.3017	\$ 28.2754	\$ 29.2497	\$ 31.3979		
W25	\$ 37,300	\$ 39,372		\$ 43,518	\$ 45,590	\$ 47,660	\$ 49,734	\$ 51,806	\$ 53,878	\$ 59,082
W26	\$ 39,599	\$ 41,624	\$ 43,648	\$ 45,671	\$ 47,695	\$ 49,718	\$ 51,743	\$ 53,766	\$ 55,790	\$ 61,052
W27	\$ 87,760	\$ 89,925	\$ 92,092	\$ 94,261	\$ 96,426	\$ 98,593	\$ 100,892	\$ 102,927	\$ 105,094	\$ 113,265
W28	\$ 50,089	\$ 52,851	\$ 55,615		\$ 61,142	\$ 63,906		\$ 69,433	\$ 72,195	\$ 79,155
	\$ 14.3671	\$ 15.0417			-		\$ 18.4149	\$ 19.0896	\$ 19.7641	\$ 20.6432
W30	\$ 27,226	\$ 27,859	\$ 28,488	\$ 29,119	\$ 29,750	\$ 30,380	\$ 31,011	\$ 31,642	\$ 32,274	\$ 34,745
W31	\$ 29,540	\$ 30,410	\$ 31,279	\$ 32,150	\$ 33,019	\$ 33,889	\$ 34,759	\$ 35,629	\$ 36,500	\$ 39,461
W32	\$ 34,235	\$ 35,027	\$ 35,820	\$ 36,613	\$ 37,407	\$ 38,200	\$ 38,993	\$ 39,784	\$ 40,577	\$ 43,686
W33	\$ 14.9591	\$ 15.3070	\$ 15.6529	\$ 15.9994	\$ 16.3459	\$ 16.6925	\$ 17.0390	\$ 17.3855	\$ 17.7328	\$ 19.0905
W34	\$ 16.2309	\$ 16.7086	\$ 17.1863	\$ 17.6647	\$ 18.1424	\$ 18.6201	\$ 19.0986	\$ 19.5763	\$ 20.0547	\$ 21.6816
W35	\$ 56,297	\$ 58,621	\$ 60,945	\$ 63,270	\$ 65,594	\$ 67,918	\$ 70,243	\$ 73,659		

APPENDIX B JANUARY 2022 WHITE COLLAR SCHEDULE

	1	2	3	4	5	6	7	8	9	10
W01	\$ 32,508	\$ 32,876	\$ 34,192	\$ 35,508	\$ 36,824	\$ 38,139	\$ 39,454	\$ 42,362		
W02	\$ 33,022	\$ 34,403	\$ 35,779	\$ 37,157	\$ 38,536	\$ 39,914	\$ 41,291	\$ 44,334		
W03	\$ 34,586	\$ 36,029	\$ 37,469	\$ 38,911	\$ 40,356	\$ 41,796	\$ 43,238	\$ 46,423		
W04	\$ 36,212	\$ 37,724	\$ 39,231	\$ 40,742	\$ 42,253	\$ 43,763	\$ 45,271	\$ 48,607		
W05	\$ 39,686	\$ 41,339	\$ 42,994	\$ 44,647		\$ 47,957	\$ 49,610	\$ 53,259		
W06	\$ 41,520	\$ 43,249	\$ 44,979	\$ 46,708	\$ 48,438	\$ 50,168	\$ 51,898	\$ 55,703		
W07	\$ 43,452	\$ 45,259		\$ 48,875	\$ 50,683	\$ 52,491	\$ 54,299	\$ 58,287		
W08	\$ 45,485	\$ 47,379	\$ 49,274	\$ 51,167	\$ 53,062	\$ 54,956	\$ 56,851	\$ 61,038		
W09	\$ 46,812	\$ 48,761	\$ 50,708	\$ 52,654	\$ 54,602	\$ 56,548	\$ 58,498	\$ 62,799		
W10		\$ 49,609	\$ 51,593	\$ 53,577	\$ 55,560	\$ 57,545	\$ 59,528	\$ 63,897		
W11		\$ 51,936	\$ 54,014	\$ 56,092	\$ 58,169	\$ 60,245	\$ 62,322	\$ 66,908		
W12	\$ 52,236	\$ 54,410	\$ 56,587	\$ 58,764		\$ 63,116		\$ 70,084		
W13	\$ 54,844	\$ 57,123		\$ 61,686	\$ 63,965	\$ 66,243	\$ 68,378	\$ 73,569		
	\$ 17.3414	\$ 18.0640	\$ 18.7866	\$ 19.5101		\$ 20.9554		\$ 23.2756		
W15	\$ 27.3962	\$ 28.5364		\$ 30.8196	\$ 31.9612	\$ 33.1019	\$ 34.2426	\$ 36.7628		
W16	\$ 21.8056	\$ 22.7140	\$ 23.6232	\$ 24.5316	\$ 25.4408	\$ 26.3500	\$ 27.2584	\$ 29.2634		
W17	\$ 19.8965	\$ 20.7274	\$ 21.5557	\$ 22.3857	\$ 23.2157	\$ 24.0457	\$ 24.8740	\$ 26.7073		
W18	\$ 56,446	\$ 58,725	\$ 61,005	\$ 63,287	\$ 65,568	\$ 67,845	\$ 70,129	\$ 75,195		
	\$ 28.7010	\$ 29.8954		\$ 32.2877	\$ 33.4830	\$ 34.6792	\$ 35.8745	\$ 38.5077		
W20	\$ 60,078	\$ 62,413	\$ 64,751	\$ 67,133	\$ 67,909	\$ 71,761	\$ 74,101	\$ 79,327		
W21	\$ 63,799	\$ 66,194		\$ 71,032		\$ 75,774		\$ 83,563		
W22	\$ 18.1441	\$ 18.9028	\$ 19.6589	\$ 20.4158	\$ 21.1737			\$ 24.3593		
W23	\$ 19.0031	\$ 19.7962	\$ 20.5875	\$ 21.3796	\$ 22.1736	\$ 22.9648	\$ 23.7570	\$ 25.5074		
	\$ 23.8745	\$ 24.8678	\$ 25.8615	\$ 26.8544	\$ 27.8477	\$ 28.8409	\$ 29.8347	\$ 32.0259		
W25	\$ 38,046	\$ 40,160	\$ 42,273	\$ 44,388	\$ 46,501	\$ 48,614	\$ 50,728	\$ 52,842	\$ 54,955	\$ 60,264
W26		\$ 42,457		\$ 46,585	\$ 48,649	\$ 50,713		\$ 54,841	\$ 56,906	\$ 62,273
W27	\$ 89,515	\$ 91,724		\$ 96,146		\$ 100,565		\$ 104,986		\$ 115,531
W28	\$ 51,091	\$ 53,908		\$ 59,546		\$ 65,184		\$ 70,821	\$ 73,639	\$ 80,738
	\$ 14.6544	\$ 15.3425	\$ 16.0307		\$ 17.4070	\$ 18.0951		\$ 19.4713		\$ 21.0561
W30	-	\$ 28,416	\$ 29,058	\$ 29,701	\$ 30,345	\$ 30,988	\$ 31,631	\$ 32,275	\$ 32,919	\$ 35,440
W31		\$ 31,018		\$ 32,793	\$ 33,680	\$ 34,566	\$ 35,455	\$ 36,341	\$ 37,230	\$ 40,250
W32	\$ 34,919	\$ 35,728	\$ 36,537	\$ 37,345	\$ 38,155	\$ 38,964	\$ 39,773	\$ 40,580	\$ 41,389	\$ 44,560
W33	\$ 15.2583	\$ 15.6132	\$ 15.9659	\$ 16.3194	\$ 16.6729	\$ 17.0263	\$ 17.3798	\$ 17.7332	\$ 18.0874	\$ 19.4723
W34	\$ 16.5555	\$ 17.0428	\$ 17.5300	\$ 18.0180	\$ 18.5053	\$ 18.9925	\$ 19.4805	\$ 19.9678	\$ 20.4558	\$ 22.1152
W35	\$ 57,423	\$ 59,793	\$ 62,164	\$ 64,535	\$ 66,906	\$ 69,277	\$ 71,647	\$ 75,132		

APPENDIX B JANUARY 2021 BLUE COLLAR SCHEDULE

	1	2	3	4	5	6	7	8	9	10
B01	\$ 32,739	\$ 34,107	\$ 35,475	\$ 36,840	\$ 38,209	\$ 39,575	\$ 40,942	\$ 43,953		
B02	\$ 34,117	\$ 35,539	\$ 36,959	\$ 38,383	\$ 39,802	\$ 41,225	\$ 42,644	\$ 45,784		
B03	\$ 35,070	\$ 36,530	\$ 37,992	\$ 39,453	\$ 40,912	\$ 42,373	\$ 43,834	\$ 47,158		
B04	\$ 35,555	\$ 37,036	\$ 38,520	\$ 40,003	\$ 41,485	\$ 42,966	\$ 44,447	\$ 48,464		
B05	\$ 36,640	\$ 38,172	\$ 39,702	\$ 41,232	\$ 42,761	\$ 44,292	\$ 45,823	\$ 49,196		
B06	\$ 40,273	\$ 41,950	\$ 43,626	\$ 45,301	\$ 46,976	\$ 48,654	\$ 50,328	\$ 54,037		
B07	\$ 42,721	\$ 44,504	\$ 46,284	\$ 48,068	\$ 49,848	\$ 51,631	\$ 53,414	\$ 57,342		
B08	\$ 43,789	\$ 45,617	\$ 47,442	\$ 49,270	\$ 51,097	\$ 52,922	\$ 54,750	\$ 58,770		
B09	\$ 45,759	\$ 47,676	\$ 49,595	\$ 51,513	\$ 53,430	\$ 55,348	\$ 57,266	\$ 61,486		
B10	\$ 48,436	\$ 50,457	\$ 52,477	\$ 54,498	\$ 56,518	\$ 58,540	\$ 60,560	\$ 65,013		
B11	\$ 49,954	\$ 52,037	\$ 54,119	\$ 56,198	\$ 58,281	\$ 60,361	\$ 62,445	\$ 67,032		
B12	\$ 17.4959	\$ 18.2250	\$ 18.9535	\$ 19.6834	\$ 20.4111	\$ 21.1410	\$ 21.8687	\$ 23.4787		
B13	\$ 16.4024	\$ 17.0860	\$ 17.7689	\$ 18.4532	\$ 19.1354	\$ 19.8197	\$ 20.5019	\$ 22.0113		
B14	\$ 16.7890	\$ 17.4906	\$ 18.1923	\$ 18.8925	\$ 19.5941	\$ 20.2950	\$ 20.9959	\$ 22.5400		
B15	\$ 17.9847	\$ 18.7332	\$ 19.4832	\$ 20.2325	\$ 20.9803	\$ 21.7296	\$ 22.4788	\$ 24.1834		
B16	\$ 18.2332	\$ 18.9929	\$ 19.7541	\$ 20.5145	\$ 21.2742	\$ 22.0339	\$ 22.7936	\$ 24.8533		
B17	\$ 52,309	\$ 54,394	\$ 56,474	\$ 58,555	\$ 60,635	\$ 62,717	\$ 64,800	\$ 69,424		
B18	\$ 55,792	\$ 57,929	\$ 60,062	\$ 62,196	\$ 64,328	\$ 66,462	\$ 68,597	\$ 73,368		
B19	\$ 59,363	\$ 61,553	\$ 63,740	\$ 65,927	\$ 68,112	\$ 70,300	\$ 72,488	\$ 77,411		
B20	\$ 20.6529	\$ 21.5130	\$ 22.3724	\$ 23.2311	\$ 24.0905	\$ 24.9506	\$ 25.8093	\$ 27.7112		
B21	\$ 16.8607	\$ 17.5624	\$ 18.2655	\$ 18.9680	\$ 19.6690	\$ 20.3715	\$ 21.0739	\$ 22.6719		
B22	\$ 21.9081	\$ 22.8226	\$ 23.7356	\$ 24.6500	\$ 25.5630	\$ 26.4774	\$ 27.3919	\$ 29.4060		
B23	\$ 18.7898	\$ 19.5755	\$ 20.3597	\$ 21.1447	\$ 21.9290	\$ 22.7140	\$ 23.4989	\$ 25.2287		
B24	\$ 37,037	\$ 38,821	\$ 40,606	\$ 42,391	\$ 44,176	\$ 45,961	\$ 47,745	\$ 50,276		
B25	\$ 18.9931	\$ 19.9085	\$ 20.8238	\$ 21.7391	\$ 22.6545	\$ 23.5698	\$ 24.4845	\$ 25.7828		
B26	\$ 40,472	\$ 42,678	\$ 44,881	\$ 47,087	\$ 49,292	\$ 51,497	\$ 53,700	\$ 55,907	\$ 58,111	\$ 63,375

APPENDIX B JANUARY 2022 BLUE COLLAR SCHEDULE

	1	2	3	4	5	6	7	8	9	10
B01	\$ 33,393	\$ 34,789	\$ 36,184	\$ 37,577	\$ 38,973	\$ 40,367	\$ 41,761	\$ 44,832		
B02	\$ 34,799	\$ 36,250	\$ 37,698	\$ 39,150	\$ 40,598	\$ 42,049	\$ 43,497	\$ 46,699		
B03	\$ 35,772	\$ 37,260	\$ 38,752	\$ 40,242	\$ 41,730	\$ 43,220	\$ 44,710	\$ 48,101		
B04	\$ 36,266	\$ 37,777	\$ 39,291	\$ 40,803	\$ 42,314	\$ 43,825	\$ 45,336	\$ 49,433		
B05	\$ 37,373	\$ 38,936	\$ 40,496	\$ 42,057	\$ 43,617	\$ 45,178	\$ 46,739	\$ 50,180		
B06	\$ 41,079	\$ 42,789	\$ 44,499	\$ 46,207	\$ 47,916	\$ 49,627	\$ 51,335	\$ 55,118		
B07	\$ 43,575	\$ 45,394	\$ 47,210	\$ 49,029	\$ 50,845	\$ 52,664	\$ 54,482	\$ 58,489		
B08	\$ 44,665	\$ 46,529	\$ 48,391	\$ 50,256	\$ 52,119	\$ 53,981	\$ 55,845	\$ 59,946		
B09	\$ 46,674	\$ 48,629	\$ 50,587	\$ 52,544	\$ 54,499	\$ 56,455	\$ 58,412	\$ 62,716		
B10	\$ 49,405	\$ 51,466	\$ 53,526	\$ 55,588	\$ 57,648	\$ 59,711	\$ 61,771	\$ 66,314		
B11	\$ 50,953	\$ 53,078	\$ 55,202	\$ 57,322	\$ 59,446	\$ 61,568	\$ 63,694	\$ 68,373		
B12	\$ 17.8458	\$ 18.5895	\$ 19.3325	\$ 20.0771	\$ 20.8193	\$ 21.5638	\$ 22.3061	\$ 23.9483		
B13	\$ 16.7304	\$ 17.4277	\$ 18.1243	\$ 18.8222	\$ 19.5181	\$ 20.2161	\$ 20.9119	\$ 22.4516		
B14	\$ 17.1248	\$ 17.8405	\$ 18.5561	\$ 19.2703	\$ 19.9860	\$ 20.7009	\$ 21.4158	\$ 22.9908		
B15	\$ 18.3444	\$ 19.1079	\$ 19.8729	\$ 20.6372	\$ 21.3999	\$ 22.1642	\$ 22.9284	\$ 24.6671		
B16	\$ 18.5979	\$ 19.3728	\$ 20.1492	\$ 20.9248	\$ 21.6997	\$ 22.4746	\$ 23.2494	\$ 25.3504		
B17	\$ 53,355	\$ 55,481	\$ 57,604	\$ 59,726	\$ 61,848	\$ 63,972	\$ 66,095	\$ 70,813		
B18	\$ 56,908	\$ 59,087	\$ 61,263	\$ 63,440	\$ 65,614	\$ 67,792	\$ 69,969	\$ 74,835		
B19	\$ 60,550	\$ 62,785	\$ 65,015	\$ 67,246	\$ 69,474	\$ 71,706	\$ 73,938	\$ 78,960		
B20	\$ 21.0660	\$ 21.9433	\$ 22.8199	\$ 23.6957	\$ 24.5723	\$ 25.4496	\$ 26.3254	\$ 28.2654		
B21	\$ 17.1979	\$ 17.9136	\$ 18.6309	\$ 19.3473	\$ 20.0624	\$ 20.7789	\$ 21.4954	\$ 23.1254		
B22	\$ 22.3463	\$ 23.2790	\$ 24.2103	\$ 25.1430	\$ 26.0742	\$ 27.0070	\$ 27.9397	\$ 29.9941		
B23	\$ 19.1656	\$ 19.9670	\$ 20.7669	\$ 21.5676	\$ 22.3676	\$ 23.1682	\$ 23.9689	\$ 25.7333		
B24	\$ 37,777	\$ 39,598	\$ 41,419	\$ 43,239	\$ 45,060	\$ 46,880	\$ 48,700	\$ 51,282		
B25	\$ 19.3730	\$ 20.3066	\$ 21.2403	\$ 22.1739	\$ 23.1076	\$ 24.0412	\$ 24.9742	\$ 26.2984		
B26	\$ 41,282	\$ 43,531	\$ 45,778	\$ 48,029	\$ 50,277	\$ 52,527	\$ 54,774	\$ 57,025	\$ 59,273	\$ 64,642

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the $\frac{9}{14/202}$

ATTEST:

COUNTY OF MERCER

Clerk Board of Commissioners

Brian M. Hughes County Executive

ATTEST:

William Jones, President AFSCME Local 2287

AFSCME Local 2287

Debbie Parks

Council Representative

AFSCME Council 63

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 2021-2022 contracts at the request of the Union.

Lillian L. Nazzaro, Esq.

County Administrator

County of Mercer

William Jones

President, AFSCME Local 2287

Debbie Parks

AFSCME Council 63