



COUNTY OF MERCER
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BOARD OF COUNTY COMMISSIONERS

September 5, 2025

EBONY WITHERSPOON
DEPUTY CLERK

Ms. Dena Voorhees, President
AFSCME NJ Council 63
2653A Whitehorse Hamilton Sq. Rd.
Hamilton, NJ 08690

Dear Ms. Voorhees:

Enclosed please find one executed copy of the Contract between the AFSCME Local 3566 (Professional Unit) and the County of Mercer for a two (2) year period from January 1, 2023 through December 31, 2024.

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

Also enclosed please find one (1) certified copy of Resolution No. 2025-639, which authorizes the Contract as referenced above.

Please retain a copy of these documents for your records.

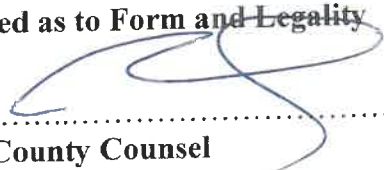
Ebony Witherspoon
Deputy Clerk to the Board
Mercer County Board
of County Commissioners

JHW/so
Encl. (2)

cc: Christopher Marion, County Administrator
Alejandra Silva, Personnel Director ✓
Nicola Tresante, County Treasurer
IMLR Library

Approved as to Form and Legality

Date


.....
County Counsel

..... August 12, 2025

COUNTY EXECUTIVE AND DEPUTY CLERK TO THE BOARD AUTHORIZED TO EXECUTE A CONTRACT BETWEEN AFSCME LOCAL 3566 (PROFESSIONAL UNIT) AND THE COUNTY OF MERCER FOR A TWO (2) YEAR PERIOD FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2024.

WHEREAS, AFSCME Local 3566 the sole and exclusive bargaining agent for the Professional's 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 Deputy Clerk to the Board are hereby authorized to execute said Contract between the AFSCME Local 3566 and the County of Mercer for a two (2) year period from January 1, 2023 through December 31, 2024, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Deputy Clerk to the Board shall forward a certified copy of this Resolution, together with an executed copy of the Contract, to AFSCME Local 3566, Applicable Departments, County Administrator, Director of Human Resources, County Treasurer, and IMLR Library.


.....
Deputy Clerk to the Board

RECORD OF VOTE													
COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.	COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cimino				X			Stokes	X				✓	
Frisby	X						Walter	X					✓
Lewis	X						McLaughlin	X					
Melker	X												

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

AGREEMENT

Between

The County of Mercer

and

AFSCME Local 3566
(Professional Unit)

AFL-CIO

Effective: January 1, 2023

Expiration: December 31, 2024

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PREAMBLE

This Agreement dated 2024, between the County of Mercer, hereinafter referred to as the “Employer”, and Local Number 3566 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the “Union”.

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

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

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

WHEREAS, the County and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled;

WHEREAS, the Employer and the Union entered into an Agreement on , which Agreement was approved by the Board of County 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 classifications listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

2. MANAGEMENT RIGHTS

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

3.

UNION SECURITY

3.1 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions 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 deductions were made by the 10th day of the succeeding month after such deductions are made.

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

3.3 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.

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

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

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

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

5.

OVERTIME

5.1 Time and one-half the employee's regular hourly rate of pay shall be paid for all authorized

overtime work performed by full-time employees under any of the following conditions, but compensation shall not be paid twice for the same hours:

a. All work performed in excess of 35 hours weekly as provided in paragraph 5.2 below as well as the work schedules as set forth on Appendix A, excluding meals.

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

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

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

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

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

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

5.3 Authorized sick days, vacation days, personal days, or any other authorized leave of absence with pay are considered work days for the computation of overtime payments in the paragraph(s) above.

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

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

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

5.7 The Employer will provide meals for employees working overtime through a regularly scheduled meal time with the stipulation that the employee has worked two (2) hours overtime, or if the employee is called in on emergency basis before their starting time and works through the regular breakfast meal. 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 An employee covered by the provisions of this Agreement that is eligible for overtime may be allowed to receive compensatory time off in lieu of wages earned on overtime, provided the compensatory time is approved by the Department Director and is utilized within sixty (60) days of the date it is earned. If the compensatory time is not utilized within sixty (60) days said compensatory time shall be converted to and paid as overtime.

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

6. PAY SCALES OR RATES OF PAY

6.1 The 2023 and 2024 pay scales for all employees covered by this Agreement shall be as set forth in the attached Appendixes.

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

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

- a. Effective and retroactive to January 1, 2023, all employees not at max shall receive a one-time \$1,500 COVID impact stipend, not to base. Effective and retroactive to January 1, 2023, all employees at max step shall receive a one-time \$1,750 COVID impact stipend, not to base. Effective July 1, 2023, all employees shall receive a step increment within the salary range for their respective title.
- b. Effective and retroactive to January 1, 2024, all employees will receive a 2.5% salary increase. Effective July 1, 2024, all employees shall receive a step increment within the salary range for their respective title.
- c. Effective January 1, 2025, employees in the title "Park Ranger" in the U29 range shall move to the U13 range, and placed in the highest step closest to their current salary.

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

6.5 Those employees in this unit who receive a promotion to a higher classification shall go to

the minimum of the new range or receive a salary increase of five (5) percent, whichever is higher. The anniversary date for such employees shall not change.

7. CALL-IN TIME

7.1 Any employee who is requested and returns to work during periods other than their regularly scheduled shift shall be paid time-and-one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate.

7.2 In the event that an employee's call-in time work assignment and their 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 their normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of their normal shift. Effective as of the starting time of their normal shift, said employee shall then be paid at their 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 their normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

8. INSURANCE AND RETIREMENT BENEFITS

8.1 The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier.

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

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

8.4 The County agrees to provide a Prescription Drug Program to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purpose of this Program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-payment will be as follows:

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

8.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee at the rate of fifty percent (50%) of their accumulated unused sick time to a maximum of fifteen thousand dollars (\$15,000.00).

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

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

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

8.7 The County agrees to make available the State Disability Plan. All eligible employees are required to make the co-payment and follow the procedures as outlined under this plan.

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

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

9. PAID LEAVES OF ABSENCE

9.1 BEREAVEMENT DAYS - In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, 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, stepbrother, step-grandparent, aunt, uncle, of said employee or an individual of whom the employee is deemed power of attorney and can provide such proof shall be excused for a period of no more than five (5) consecutive working days within a seven-day period. The start of the seven-day period is to be mutually agreed upon by the Department Head and the employee based on the individual circumstances of the funeral. The employee will be paid their regular hourly rate for any such days of excused absence which occur during his scheduled work week but in no event more than seven (7) hours pay for any one day. The employer shall have the right to request proof

of death and/or living arrangements whenever said proof shall appear reasonable.

9.2 UNION BUSINESS DAYS - An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized an aggregate of no more than seventy (70) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the Department Director or Constitutional Officer. The Union President or their designee shall be allowed such time off as is necessary to conduct intra-county Union business, provided that prior approval is requested and authorization granted by the Department Director or Constitutional Officer; such authorization shall not be unreasonably denied.

9.3 OCCUPATIONAL INJURY LEAVE - Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the County's adaptation of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability. This adaptation shall be 70% of the employee's wage, with no maximum salary cap.

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

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

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

- a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, parental, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in hourly units with prior approval of the Department Director or constitutional officer.
- b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year.
- c. The minimum sick leave with pay shall accrue to any full-time temporary or full-time provisional employee at the rate of one working day per month as earned.

- d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes.
- e. An employee shall not be reimbursed for accrued sick leave at the time of termination of their employment excepting as provided under Article entitled, "Insurance and Retirement Benefits", Paragraph 8.5.
- f. If an employee is absent for reasons that entitle him/her to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.
 - (1) Failure to so notify their 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.
- g.
 - (1) The Employer may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.
 - (2) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
 - (3) The Employer may require an employee who has been absent because of personal illness, as a condition of their 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 their normal duties without limitations and that their return will not jeopardize the health of the other employees.
 - (4) Where the Employer has required proof of illness of an employee on sick leave in accordance with 9.4(h)(1) above, a review shall be conducted by the employee three (3) months after the imposition. If adequate improvement is demonstrated in the employee's absenteeism, the imposition will be discontinued.
- h. Part-time employees will earn sick time on the basis of one day earned for every 140 hours worked.
- i. Sick leave credits shall continue to accrue while an employee is on leave with pay or authorized leave of absence due to work-related injury or illness. Credits shall not accrue while an employee is on any leave without pay except active military leave.

- j. If an employee does not utilize any of their allotted 15 days of sick leave time for the entire calendar year, that employee shall be entitled to a \$300.00 bonus payment payable by March 1 of the following year. An employee utilizing five days or less of their allocated 15 days in the year shall receive a \$200.00 bonus payable by March 1 of the following year. This bonus does not apply to part-time employees and an individual must have worked the entire year to be eligible. This sick leave reduction incentive applies for each year of this contract.

9.5 PERSONAL LEAVE - All permanent employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in hourly units. Said leave shall not be taken unless 24 hours notice thereof has been given to employee's supervisor. In the event that 24 hours notice cannot be given said leave may be taken only upon authorization of said supervisor. The Employer reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonable withheld absent an emergency. Personal days shall not be taken in conjunction with vacation leave.

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

In the event that an employee is released from jury duty prior to the end of their work shift, said employee shall be required to report to work for the remainder of their shift.

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

10. ABSENCE WITHOUT LEAVE

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

10.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be unauthorized absence and may be cause for disciplinary action.

11. NON-PAID LEAVES OF ABSENCE

11.1 A permanent employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed four (4) months.

11.2 All leaves of absence without pay shall be at the sole discretion of the Employer.

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

12. SENIORITY

12.1 Seniority is defined as an employee's continuous length of service with the County beginning with their initial date of hire. Any period utilized by an employee for an authorized leave of absence shall be considered and counted towards an employee's continuous length of service with the County.

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

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

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

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

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

13. HOLIDAYS

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

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

Independence Day

Christmas Day

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

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

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

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

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

14 PERFORMANCE ASSESSMENT REVIEW

14.1 The County will maintain a performance assessment review system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor(s) mutually formulate performance and improvement goals and work standards appropriate to the job performed, which shall be a basis for measuring the employee's performance during an annual rating period.

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

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

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

15. GRIEVANCE PROCEDURE

15.1 A grievance is defined as:

- a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement; or
- b. A claimed violation, misinterpretation, or misapplication of rules and regulations, existing policy or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

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

Step One: The Union steward or employee, or both, shall take up the grievance with the employee's Department Director within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Department Director shall meet with the union representative to discuss the grievance. The Department Director shall render a decision in writing within five (5) days after the meeting.

Step Two: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the County Administrator/constitutional officer or their designee within five (5) days from receipt of the response from the Department Director. No later than five (5) days after receipt of grievance, the County Administrator/constitutional officer or their designee shall meet with the union representative to discuss the grievance. The County Administrator or their designee shall give an answer in writing no later than five (5) days after the meeting.

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

15.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

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

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

16. DISCIPLINE/DISCHARGE

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

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

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

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

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

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

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

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

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

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

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

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

17. SAFETY AND HEALTH

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

17.2 The Employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or one of their 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.

17.3 Pursuant to guidelines issued by the State Attorney General regarding the random drug testing of employees within law enforcement agencies, the Prosecutor and the Union are in agreement with the concept of random drug testing. The Mercer County Prosecutor has implemented a random drug testing policy that applies to sworn law enforcement officers of the Mercer County Prosecutor's Office, including detective applicants and detective trainees. The

random drug testing program has also been extended to the civilian staff of the Mercer County Prosecutor's Office, including members of this bargaining unit.

18. EQUAL TREATMENT

18.1 The County and the Union agree that there shall be no discrimination or favoritism for reasons of gender, age, nationality, race, marital status, religion, political affiliation, Union membership, participation in Union Activities, and/or disability as defined by the ADA, LAD or any other applicable anti-discriminatory statute or regulation.

19. WORK RULES

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

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

20. ANNUAL VACATION LEAVE

20.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation leave may be taken in hourly units with prior written approval of the Department director or Constitutional Officer. Vacation requests shall not be unreasonably denied.

20.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

- a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
- b. After one (1) year and to completion of five (5) years, twelve (12) working days.
- c. From beginning of sixth (6) year to completion of tenth (10) year, fifteen (15) working days.
- d. From beginning of eleventh (11) year to completion of fifteenth (15) year, twenty (20) working days.
- e. From beginning of sixteenth (16) year to completion of nineteenth (19) year, twenty-five (25) working days.
- f. At beginning of twentieth (20) year, thirty (30) working days.

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

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

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

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

20.7 A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

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

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

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

20.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

21. LONGEVITY

21.1 Every full-time employee, , covered by the terms of this agreement, shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300 commencing with the first day of the first full pay period

following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, additional monies as set forth in the longevity schedule.

The longevity schedule is as follows:

5 years	\$ 300
10 years	\$ 900
15 years	\$1,350
20 years	\$1,850
25 years	\$2,300
30 years	\$2,700
35 years	\$3,100
40 years	\$3,500
45 years	\$3,900

Any interruption of service due to a cause beyond the control of the employee, i.e. for military service, injury, or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative period of service with the County of Mercer. Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the adoption of this contract.

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

22. CLOTHING MAINTENANCE ALLOWANCE

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

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

22.3 New employees, retired employees, deceased employees, or employees on an authorized leave of absence excepting educational leaves of absence or those leaves of absence provided for in Article entitled "Non-Paid Leaves of Absence", shall be paid a prorated share of the annual clothing maintenance allowance for each calendar month in which the employee works at least one (1) day.

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

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

22.6 Park Rangers Only – as part of this Agreement, work uniforms will be supplied by the Employer to all newly hired and current full-time Park Rangers, as set forth below:

- a. Three (3) trousers, three (3) winter shirts, three (3) summer shirts, one (1) three-quarter length lightweight jacket, one (1) full length OSHA safety reversible rain jacket, one (1) three-quarter length jacket with hood, one (1) summer hat, one (1) winter hat, one (1) pair non-steel toe work boots, one pair of sneakers, and one (1) OSHA safety vest.
- b. If damaged, uniforms, boots, shoes, and jackets shall be replaced as needed upon authorization by the Division or Executive Director.
- c. Park Rangers are to be given two (2) badges.
- d. Duty belts and duty bags will be replaced as needed upon authorization by the Division of Executive Director.

23. STIPENDS

23.1 Full-time employees entitled to a bi-lingual stipend will be given oral and written examination from Spanish to English and English to Spanish as determined by the Department Director or Constitutional Officer. Candidates who successfully pass the examination and are approved by the Department Director will be entitled to a stipend of \$400 for 2019, 2020, 2021, and 2020. This stipend shall be payable each January 1 on a pro-rated basis during the calendar year.

Effective January 1, 2025, employees who successfully pass the State BICAT examination or bilingual proficiency exam as determined by the Office of Personnel, shall be compensated as follows:

- Level 1: \$400.00 yearly stipend (not to base)
- Level 2: \$500.00 yearly stipend (not to base)
- Level 3: \$650.00 yearly stipend (not to base)

This stipend shall be payable each January 1 on a pro-rated basis during the calendar year.

23.2 Prosecutor and Sheriff Office employees that have received or are entitled to receive a law enforcement longevity stipend as of the date of this Agreement will continue to receive a law enforcement longevity stipend. Prosecutor and Sheriff Office employees that have completed ten (10) years of continuous law enforcement service with the County of Mercer shall receive an annual Four Hundred (\$400.00) dollar stipend. Prosecutor and Sheriff Office employees that have completed fifteen (15) years of continuous law enforcement service with the County of Mercer

shall receive an annual Six Hundred and Fifty (\$650.00) dollar stipend. Payments shall be made on a pro-rated basis with each salary check. Law enforcement longevity shall be considered in total with salary for pension purposes.

24. FAMILY LEAVE

24.1 Notwithstanding the provisions of Article 9.4 (Sick Leave with Pay), a full-time (excluding seasonal employees) employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for maternity purposes. Said leave shall be granted for a twelve week period upon written certification of the employee's physician that she is unable to work due to her pregnancy and/or childbirth and may be extended for additional twelve week periods. This certification is subject to approval by the County physician. Further, all employees shall be required to be examined by the County physician and certified by him/her to return to work prior to their return.

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

25. CLASSIFICATIONS AND JOB DESCRIPTIONS

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

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

26. STRIKES AND LOCKOUTS

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

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

27. GENERAL PROVISIONS

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

- a. Courthouse
- b. Administration Building
- c. Mercer County Garage
- d. Mercer County Library (not glass enclosed)

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

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

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

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

27.5 If the County offices are officially closed for reasons other than those listed in subparagraph 27.6 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.

27.6 If the County offices are closed by the County Executive or his designee due to the declaration of Federal, State, or County Public Health Emergency, employees who are required to work during the Public Health Emergency, hereby waive compensatory time until the health emergency has concluded.

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

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

28. SEPARABILITY AND SAVINGS

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

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

29. MILITARY LEAVE

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

30. TERMINATION

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

30.2 This Agreement shall be effective as of the first day of January 2023 and shall remain in full force and effect until the 31st day of December 2024. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by September 1st of any succeeding year.

In the event that such notice is given, negotiations shall begin 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 and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

30.3 The provisions of this Agreement shall only apply to those employees in the unit who are on County payroll and actively working on or after the date of the execution of this Agreement except those employees whose employment was severed due to death, retirement, or layoff prior to the date of the execution of this Agreement.

30.4 In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ADDENDUM I – PARK COMMISSION

SCHEDULE I

PARK COMMISSION

1. The work week for Park Managers shall consist of a rotating schedule with four (4) days on, two (2) days off during the Saturday through Sunday week, not to exceed 35 hours per week with a one hour unpaid lunch. The exception is the Skating Rink schedule (see below).
2. In accordance with section 5.8 of the union contract, all work performed outside the 35 hour schedule in a week period will be at a rate of one and a half time for overtime. Employees in Parks must use compensatory time within six (6) months of the date it is earned. If not used within six (6) months, such time will be paid out as overtime.
3. The Park Commission is considered a continuous operation with schedules to be set based on facility hours of operation. Management retains the right to alter in accordance with 4.3 of the main section of the contract.
4. **The Tennis Center:** The daily hours of operation are 7:30 a.m. through 10:30 p.m. Monday through Thursday and 7:30 a.m. through 9:00 p.m. Friday through Sunday all year round.
Golf Course: The daily hours of operation are based on the Park Commission published course schedule which is determined each January.
Skating Rink: The daily hours of operation are 7:00 a.m. through 11:00 p.m., November 1st through March 31st.
6. In accordance with 5.1c. of the union contract, Park Rangers scheduled to work on a holiday will receive scheduled holiday pay. If a Park Manager does not work on the holiday, they will receive non-scheduled holiday pay. All others will receive non scheduled holiday pay.
7. Park Managers may be transferred between any of the Park Commission facilities at management discretion.

Park Rangers

1. The work schedule for Park Rangers shall consist of a rotating schedule during the two (2) week pay period, not to exceed 40 hours per week with a one hour paid lunch.
2. Park Rangers work no more than four (4) ten (10) hour days per week in a pay period.
3. In accordance with section 5.8 of the union contract, all worked performed outside the 40 hour per week schedule in a pay period will be at a rate of one and a half time for overtime.

Employees in Parks must use compensatory time within six (6) months of the date it is earned. If not used within six (6) months, such time will be paid out as overtime.

4. **Shift Differential** – Any Park Ranger working any 10 hour shift beginning at 2 p.m. and ending at 4 a.m. will receive shift differential in the amount of \$1.00 additional per hour for the Evening/Overnight shift.

a. The Employer maintains the right to assign employees, whether superior officers or rank and file, to shifts the Employer deems suitable to properly provide County services and/or provide supervision.

5. In accordance with 5.1 c. of the union contract, Park Rangers scheduled to work on a holiday will receive scheduled holiday pay. If a Park Ranger does not work on the holiday, they will receive non-scheduled holiday pay. All others will receive non scheduled holiday pay.

6. Special Events – The Employer will maintain a rotating system for assigning special events. Management retains the right to remove employees from the special event rotating system for **just** cause, i.e. complaints, and disciplinary record or based upon special needs of the event.

ADDENDUM II - LIBRARY

1. The work week shall be defined as a continuous operation. The regular hours of work for the Mercer County Library System are 9:00 AM to 5:00 PM, 9:30 AM to 5:30 PM, or 12:30 PM-8:30 PM. Depending upon scheduling, some weeks may call for a slight variation of this schedule, however, all full-time employees shall work a 35 hour week.

2. All work performed by full-time employees on Saturdays shall be granted an additional day off on an hour for hour basis during the regular work week.

3. The normal work shift for library employees covered by this agreement will be 8 hours per day with a one hour unpaid meal period. A Sunday workday consists of 5 hours for which the employee is compensated as if they worked a regular workday.

4. If any full-time employee is scheduled to work a Saturday and Sunday and the library is closed due to an emergency or inclement weather, the employee will be paid for that day.

5. The salary range for Librarian 1, Librarian 2, and Librarian 3 will be modified from eight steps to ten steps. Current employees will not be affected by the change. Effective the date of the ratification of this contract, the 10 step guide shall apply to Librarians newly hired or promoted*. Effective January 1, 2025, Librarian 4 shall be added to the Appendix A, at a range to be determined. Librarian 4 shall not be entitled to the negotiated benefits for the 2023-2024 agreement. See below salary guide.

Title	Current Range	Steps	New Range	Steps
Librarian I	U9	8	U19	10
Librarian I - PT	U69	8	U78	10
Librarian 2	U22	8	U23	10

Librarian 2 - PT	U73	8	U79	10
Librarian 3	U34	8	U35	10
Librarian 3 - PT	U79	8	U80	10

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the _____ day of _____, 2025.

ATTEST:

COUNTY OF MERCER

Ermy W. Hergepaw, Deputy Clerk
 Deputy Clerk
 Board of Commissioners

Dan Benson
 Dan Benson
 County Executive

ATTEST:

 Dena Voorhees
 President, AFSCME 3566

Debbie Parks
 Debbie Parks
 Council, AFSCME 63

Appendix A

Title	Range	Hours	Title	Range	Hours
Accountant	U13	35	Mgmt. Specialist/Supervising Library Assistant	U23	35
Administrative Clerk Bilingual - Prosecutor's Office	U62	35	Multi-Disciplinary Team Coordinator	U59	35
Administrative Secretary/Office Services Mgr.	U55	35	Office Services Manager	U52	35
Administrative Analyst	U21	35	Office Supervisor	U55	35
Advocate Victime Witness Trainee	U15	32	Paralegal Specialist	U43	35
Advocate Victim Witness Program	U15	35	Park Manager	U01	35
Agent to the Prosecutor	U41	35	Park Ranger	U29	40
Assistant Administrative Analyst	U27	35	Principal Accountant	U39	35
Assistant Building Superintendent	U33	35	Principal Personnel Technician	U52	35
Assistant Chief Clerk	U57	35	Program Analyst	U13	35
Assistant Park Manager	U19	37.5	Program Analyst PT	U71	-
Assistant Program Analyst	U31	35	Program Coordinator Aging/Disabilities	U31	35
Assistant Program Coordinator Aging/Disabilities	U47	35	Program Coordinator - Parks	U13	35
Assistant Purchasing Agent	U49	35	Program Coordinator Concern of Women	U13	35
Asst. Superintendent of Weights & Measures	U13	35	Program Coordinator Senior Citizen Trans	U13	35
Auditor	U23	35	Program Development Aide I	U13	35
Building Superintendent	U31	37.5	Program Development Aide PT	U71	-
Buyer	U13	35	Program Development Specialist Aging	U13	35
Captain - Park Rangers	U50	40	Program Development Specialist Community Svs.	U45	35
Chief Clerk	U25	35	Program Development Specialist Youth Services	U13	35
Coordinator of Nurse Examiner (SANE)	U35	35	Program Specialist / Alcohol Abuse Act	U19	35
Coordinator of Nurse Examiner (SANE) PT	U77		Program Monitor	U09	35
County Superintendent of Weights & Measures	U19	35	Program Monitor - Bilingual	U22	35
County Victim Witness Coordinator	U61	35	Project Manager - Data Processing	U62	35
Criminal Intelligence Analyst Trainee	U52	35	Records Manager	U52	35
Data Processing Technician	U51	35	Records Support Technician IV	U21	35
Director of Community Outreach	U65	35	Recreation Supervisors	U31	35
Entomologist Mosquito Extermination	U19	37.5	Research Assistant / Criminal Information	U17	35
Executive Assistant	U37	35	Scheduler	U03	35
Field Representative Energy Conservation	U07	35	Senior Accountant	U45	35
Heating System Specialist	U19	35	Senior Administrative Analyst	U35	35
Housing Inspector	U13	35	Senior Budget Examiner	U31	35
Industrial Representative	U31	35	Senior Field Representative Housing	U17	35
Keyboarding Clerk 4 - Prosecutor	U45	35	Senior Park Ranger	U21	35
Librarian 1	U09	35	Senior Program Analyst	U19	35
Librarian 1 - PT	U69	-	Senior Program Development Specialist	U19	35
Librarian 1*	U19	35	Social Service Assistant	U13	35
Librarian 1 - PT*	U78	-	Social Work Specialist	U23	35
Librarian 2	U22	35	Social Worker - Aging	U13	35
Librarian 2 - PT	U73	-	Supervising Advocate Victim Witness Program	U57	35
Librarian 2*	U23	35	Supervising Data Control Clerk	U45	35
Librarian 2 - PT*	U79	-	Supervising Electrician	U55	37.5
Librarian 3	U34	35	Supervising Library Assistant	U11	35
Librarian 3 - PT	U79	-	Supervisor of Accounts - Prosecutor	U62	35
Librarian 3*	U35	35	Supervising Information Technology	U62	35
Librarian 3 - PT*	U80	-	Supervisor Program Development Specialist	U27	35
Library Associate	U05	35	Supervisor Program Development Specialist PT	U75	-
Library Associate PT	U67	-	Technical Assistant	U21	35
Lieutenant Park Rangers	U20	40	Technical Assistant/Contract Administrator	U13	35

Maintenance Supervisor	U17	37.5	Technician, MIS	U27	35
Management Assistant	U19	35	Technician, MIS - Prosecutor	U63	35
Marina & Skating Rink Manager - Parks	U31	37.5	Telecommunicator System Analyst	U27	35
Management Specialist	U62	35	Youth Services Counselor	U13	35

*** These ranges apply to Librarians newly hired or promoted after August 12, 2021.**

APPENDIX C
January 1, 2024
2.5% INCREASE

	1	2	3	4	5	6	7	8	9	10
U01	\$ 33,655	\$ 35,667	\$ 37,681	\$ 39,692	\$ 41,707	\$ 43,720	\$ 45,735	\$ 47,749	\$ 49,761	\$ 58,669
U03	\$ 34,560	\$ 36,480	\$ 38,400	\$ 40,320	\$ 42,240	\$ 44,160	\$ 46,081	\$ 48,001	\$ 49,921	\$ 56,461
U05	\$ 36,328	\$ 37,675	\$ 39,022	\$ 40,368	\$ 41,716	\$ 43,062	\$ 44,410	\$ 47,904		
U07	\$ 38,648	\$ 40,622	\$ 42,593	\$ 44,566	\$ 46,540	\$ 48,512	\$ 50,485	\$ 52,458	\$ 54,430	\$ 61,429
U09	\$ 39,085	\$ 43,462	\$ 47,839	\$ 52,217	\$ 56,594	\$ 60,972	\$ 65,348	\$ 72,999		
U11	\$ 39,259	\$ 40,700	\$ 42,141	\$ 43,582	\$ 45,024	\$ 46,464	\$ 47,906	\$ 51,665		
U13	\$ 39,352	\$ 41,496	\$ 43,639	\$ 45,784	\$ 47,928	\$ 50,072	\$ 52,215	\$ 54,359	\$ 56,503	\$ 63,874
U15	\$ 41,901	\$ 76,512								
U17	\$ 42,355	\$ 44,840	\$ 47,324	\$ 49,810	\$ 52,295	\$ 54,781	\$ 57,266	\$ 59,752	\$ 62,236	\$ 70,490
U19	\$ 43,527	\$ 45,862	\$ 48,198	\$ 50,534	\$ 52,869	\$ 55,205	\$ 57,541	\$ 59,878	\$ 62,213	\$ 70,300
U20	\$ 48,206	\$ 50,620	\$ 53,035	\$ 55,449	\$ 57,864	\$ 60,280	\$ 62,694	\$ 65,108	\$ 67,523	\$ 75,424
U21	\$ 46,081	\$ 48,874	\$ 51,666	\$ 54,459	\$ 57,251	\$ 60,044	\$ 62,837	\$ 65,629	\$ 68,421	\$ 77,562
U22	\$ 46,185	\$ 49,860	\$ 53,535	\$ 57,209	\$ 60,883	\$ 64,557	\$ 68,231	\$ 75,279		
U23	\$ 46,186	\$ 48,734	\$ 51,282	\$ 53,829	\$ 56,379	\$ 58,926	\$ 61,474	\$ 64,024	\$ 66,571	\$ 75,280
U25	\$ 46,430	\$ 49,037	\$ 51,643	\$ 54,250	\$ 56,857	\$ 59,464	\$ 62,070	\$ 64,676	\$ 67,283	\$ 76,119
U27	\$ 47,128	\$ 49,571	\$ 52,015	\$ 54,459	\$ 56,901	\$ 59,345	\$ 61,789	\$ 64,232	\$ 66,676	\$ 75,280
U29	\$ 35,528	\$ 36,876	\$ 38,227	\$ 39,578	\$ 40,927	\$ 42,278	\$ 43,627	\$ 44,976	\$ 46,329	\$ 54,024
U31	\$ 50,269	\$ 53,224	\$ 56,181	\$ 59,136	\$ 62,092	\$ 65,047	\$ 68,002	\$ 70,958	\$ 73,914	\$ 83,721
U33	\$ 51,317	\$ 54,225	\$ 57,135	\$ 60,044	\$ 62,953	\$ 65,862	\$ 68,770	\$ 71,679	\$ 74,588	\$ 84,404
U34	\$ 52,989	\$ 56,754	\$ 60,519	\$ 64,284	\$ 68,049	\$ 71,813	\$ 75,578	\$ 83,065		
U35	\$ 52,989	\$ 55,575	\$ 58,161	\$ 60,749	\$ 63,334	\$ 65,922	\$ 68,508	\$ 71,094	\$ 73,681	\$ 83,065
U37	\$ 58,227									
U39	\$ 56,089	\$ 58,934	\$ 61,779	\$ 64,622	\$ 67,467	\$ 70,311	\$ 73,156	\$ 76,000	\$ 78,843	\$ 88,968
U41	\$ 58,695	\$ 98,126								
U43	\$ 59,973									
U45	\$ 57,897	\$ 59,506	\$ 61,114	\$ 62,721	\$ 64,329	\$ 65,937	\$ 67,545	\$ 69,153	\$ 70,762	\$ 75,768
U47	\$ 59,189	\$ 62,417	\$ 65,647	\$ 68,878	\$ 72,106	\$ 75,336	\$ 78,564	\$ 81,794	\$ 85,022	\$ 96,117
U49	\$ 61,418	\$ 63,426	\$ 65,433	\$ 67,441	\$ 69,449	\$ 71,457	\$ 73,465	\$ 75,472	\$ 77,480	\$ 86,572
U50	\$ 62,631	\$ 64,617	\$ 66,605	\$ 68,595	\$ 70,581	\$ 72,569	\$ 74,558	\$ 76,548	\$ 78,537	\$ 91,244
U51	\$ 67,581									
U52	\$ 64,619	\$ 67,745	\$ 70,873	\$ 73,999	\$ 77,125	\$ 80,253	\$ 83,379	\$ 86,506	\$ 89,632	\$ 101,025
U53	\$ 69,569									
U55	\$ 68,625	\$ 69,396	\$ 70,169	\$ 70,941	\$ 71,714	\$ 72,485	\$ 73,258	\$ 74,030	\$ 74,803	\$ 82,310
U57	\$ 74,000									
U59	\$ 77,317									
U61	\$ 81,920									
U62	\$ 81,313	\$ 83,505	\$ 85,327	\$ 87,336	\$ 89,344	\$ 91,351	\$ 93,358	\$ 95,367	\$ 97,373	\$ 108,241
U63	\$ 88,582									
U65	\$ 92,536									
U67	\$ 19.9606	\$ 20.7004	\$ 21.4404	\$ 22.1804	\$ 22.9207	\$ 23.6608	\$ 24.4009	\$ 26.3207		
U69	\$ 21.4751	\$ 23.8802	\$ 26.2854	\$ 28.6905	\$ 31.0955	\$ 33.5007	\$ 35.9057	\$ 40.1094		
U71	\$ 21.6221	\$ 22.8002	\$ 23.9776	\$ 25.1558	\$ 26.3339	\$ 27.5121	\$ 28.6895	\$ 29.8677	\$ 31.0458	\$ 35.0957
U72	\$ 23.2144	\$ 24.4596	\$ 25.7055	\$ 26.9514	\$ 28.1966	\$ 29.4431	\$ 30.6883	\$ 31.9348	\$ 33.1801	\$ 37.4933
U73	\$ 25.3768	\$ 27.3956	\$ 29.4144	\$ 31.4333	\$ 33.4521	\$ 35.4709	\$ 37.4899	\$ 41.3623		
U74	\$ 25.1590	\$ 26.4350	\$ 27.7108	\$ 28.9863	\$ 30.2623	\$ 31.5382	\$ 32.8142	\$ 34.0901	\$ 35.3655	\$ 39.9872
U75	\$ 25.8946	\$ 27.2372	\$ 28.5797	\$ 29.9222	\$ 31.2648	\$ 32.6073	\$ 33.9498	\$ 35.2925	\$ 36.6350	\$ 41.3624
U76	\$ 29.1147	\$ 31.1833	\$ 33.2519	\$ 35.3204	\$ 37.3891	\$ 39.4577	\$ 41.5263	\$ 45.6402		
U77	\$ 29.1149	\$ 30.5358	\$ 31.9567	\$ 33.3783	\$ 34.7992	\$ 36.2208	\$ 37.6417	\$ 39.0626	\$ 40.4842	\$ 45.6398
U78	\$ 23.7379	\$ 25.0114	\$ 26.2854	\$ 27.5594	\$ 28.8328	\$ 30.1068	\$ 31.3808	\$ 32.6549	\$ 33.9283	\$ 38.3389
U79	\$ 25.1882	\$ 26.5774	\$ 27.9672	\$ 29.3564	\$ 30.7467	\$ 32.1359	\$ 33.5257	\$ 34.9160	\$ 36.3052	\$ 41.0548
U80	\$ 28.8979	\$ 30.3084	\$ 31.7189	\$ 33.1300	\$ 34.5399	\$ 35.9510	\$ 37.3615	\$ 38.7721	\$ 40.1826	\$ 45.3004