



COUNTY OF MERCER
McDADE ADMINISTRATION BUILDING
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JERLENE H. WORTHY, CLERK
BOARD OF CHOSEN FREEHOLDERS

DOLORES MAZZEO
DEPUTY CLERK

February 10, 2005

Mr. Stanley Ryfinski, President
Senior Juvenile Detention Officers Association
Mercer County Youth Center
1440 Parkside Avenue
Trenton NJ 08650

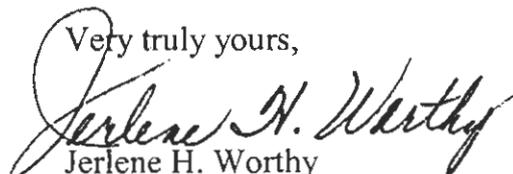
Dear Mr. Ryfinski:

Enclosed please find a copy of the Contract between the County of Mercer and the Mercer County Senior Juvenile Detention Officers Association for the four (4) year period of January 1, 2004 to December 31, 2007.

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

Also enclosed is a certified copy of Resolution No. 2005-56 which authorizes the execution of said Contract.

Please retain these copies for your files.

Very truly yours,

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

JHW/cay
Encls. (2)

cc: Andrew A. Mair, County Administrator
Victoria Rivera-Cruz, Dir., Employee Relations
David Miller, CFO/Treasurer
IMLR Library ✓

Approved as to Form and Legality

Date

[Signature]
 County Counsel

January 25, 2005

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE CONTRACT BETWEEN THE MERCER COUNTY SENIOR JUVENILE DETENTION OFFICERS' ASSOCIATION AND COUNTY OF MERCER, UPON APPROVAL AS TO FORM AND EXECUTION BY COUNTY COUNSEL. FOUR (4) YEAR CONTRACT: JANUARY 1, 2004 TO DECEMBER 31, 2007

WHEREAS, Mercer County Senior Juvenile Detention Officers' Association is the sole and exclusive bargaining agent for the Mercer County Senior Juvenile Detention Officers; and,

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

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute said contract between Mercer County Juvenile Detention Officers' Association and the County of Mercer, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution, together with a copy of the Contract, to the Mercer County Senior Juvenile Detention Officers' Association, the County Administrator, the Personnel Director, the County Treasurer and the IMLR Library.

[Signature]
 Clerk to the Board

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

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

AGREEMENT

Between

THE COUNTY OF MERCER

And

MERCER COUNTY
SENIOR JUVENILE DETENTION OFFICERS ASSOCIATION

Effective: April 1, 2004
Expiration: December 31, 2007

CONTENTS

Preamble

1. Recognition
 2. Management Rights
 3. Union Security
 4. Work Schedules
 5. Overtime
 6. Pay Scales or Rates of Pay
 7. Shift Pay
 8. Call-in Time
 9. Insurance and Retirement Benefits
 10. Paid Leaves of Absence
 - 10.1 Bereavement Days
 - 10.2 Union Business Days
 - 10.3 Occupational injury Leave
 - 10.4 Sick Leave
 - 10.5 Personal leave
 - 10.6 Jury Duty
 11. Absence Without Leave
 12. Non-Paid Leaves of Absence
 13. Child Care/Maternity Leave
 14. Seniority
 15. Holidays
 16. Grievance Procedure
 17. Discipline/Discharge
 18. Safety and Health
 19. Equal Treatment
 20. Work Rules
 21. Annual Vacation Leave
 22. Longevity
 23. Classifications and Job Descriptions
 24. Strikes and Lockouts
 25. Work Uniforms
 26. General Provisions
 27. Drug Testing
 28. Separability and Savings
 29. Termination
- Appendix

PREAMBLE

WHEREAS, the County of Mercer 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;

This Agreement, dated January 15, 2005 between the County of Mercer, a body politic of the State of New Jersey, hereinafter referred to as the "Employer", and The Mercer County Senior Juvenile Detention Officers Association, hereinafter referred to as the "Union"; and

WHEREAS, the employer and the Union entered into an Agreement on _____, which Agreement was approved by the Mercer County Board of Chosen Freeholders.

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

1. RECOGNITION

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

2. MANAGEMENT RIGHTS

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

3.

UNION SECURITY

3.1 Upon the receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with "Title 52 of the Revised Statutes" as amended. The Authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to Mercer County Senior Juvenile Detention Officers Association.

3.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders of judgments brought or issued against the Employer as a result of any action by the Employer under the provisions of this Article.

4.

WORK SCHEDULES

4.1 The regular work shifts will be determined by the Employer on January 1 of each year. The work week shall consist of five days on duty and two days off duty. The Employer reserves the right to adjust work schedules upon reasonable notice to the employee.

4.2 Where more than one (1) work shift per day within a given classification is in effect, employees with such classification will be given preference of shifts in accordance with their seniority. Such preferences will be exercised only when vacancies occur or when, for other reasons, changes in the number of employees per shift are being made.

4.3 Where vacancy occurs in accordance with the paragraph above or where there is a permanent change in the number of employees per shift, said vacancy must be posted within 48 hours so that all permanent employees are made aware of same and a senior employee desiring to exercise his/her preference of shift over a less senior employee shall do so within a fifteen (15) day period after posting.

4.4 Employees shall not have their shifts changed or the starting time of their shifts adjusted unless they have been given a minimum of 24 hours advance notice by the Superintendent of the Youth House.

4.5 The daily work shift for all employees covered by the terms of this agreement shall be for a period of eight (8) hours and 10 minutes.

OVERTIME

5.1 Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

a. All work performed on non-scheduled working days provided employee has worked his/her regularly scheduled ten (10) days within a pay period to include authorized days off with pay.

b. All work performed on a holiday plus the regular day's pay, if scheduled to work.

5.2 Double time the employee's regular rate of pay shall be paid for: (1) any work in excess of sixteen (16) hours in any twenty-four (24) hour period; or (2) any work performed on a holiday by an employee beyond an employee's normal shift or if an employee not scheduled to work on the holiday is called in to fill a manpower shortage.

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

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

5.5 The Employer will provide cash or compensatory time at the Employer's discretion in compliance with the Fair Labor Standards Act and New Jersey Wage and Hour Law.

5.6 Employees in without pay situations during a payroll period will not be permitted to work voluntary overtime during that payroll period or the next payroll period.

6. PAY SCALES OR RATES OF PAY

6.1 The salary range for all employees covered by this Agreement shall be as set forth in Appendix A attached.

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

6.3 Employees having completed ten (10) years of County service as of January 1, 2004 shall receive an annual stipend of \$750.00.

6.4 Employees having completed fifteen (15) years of County service as of January 1, 2004 shall receive an annual stipend of \$800.00.

6.5 Employees having completed twenty (20) years of County service as of January 1, 2004 shall receive an annual stipend of \$1000.00.

6.6 Employees having completed twenty-five (25) years of County service as of January 1, 2004 shall receive an annual stipend of \$1100.00.

6.7 Employees having completed thirty (30) years of County service as of January 1, 2004 shall receive an annual stipend of \$1200.00

6.8 All employees shall receive a (3.22%) percent increase effective April 1, 2004. All employees not at their maximum step shall be eligible for an increment, effective April 1, 2004, pursuant to Section 26.4 of this contract.

6.9 All employees shall receive a (3.76%) percent increase effective April 1, 2005. All employees not at their maximum step shall be eligible for an increment, effective April 1, 2005, pursuant to Section 26.4 of this contract.

6.10 All employees shall receive a (4.81%) percent increase effective April 1, 2006. All employees not at their maximum step shall be eligible for an increment, effective April 1, 2006, pursuant to Section 26.5 of this contract.

6.11 All employees shall receive a (4.19%) percent increase effective April 1, 2007. All employees not at their maximum step shall be eligible for an increment, effective April 1, 2007, pursuant to Section 26.4 of the contract.

7. SHIFT PAY

7.1 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 thirty (30) cents per hour for all hours worked on that shift.

7.2 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 forty (40) cents per hour for all hours worked on that shift.

7.3 If an employee working either of the shifts referred to in the paragraph above is entitled to premium pay, shift pay shall be paid in addition to said premium.

8. CALL-IN TIME

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

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

In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner:

a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of his/her normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of time and one-half for the first two 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.

9. INSURANCE AND RETIREMENT BENEFITS

9.1 The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay through payroll deductions, the difference in cost, if any, between standard Hospital Medical Coverage and HMO coverage.

9.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees as required by law. Said insurance will continue under any self-insurance program or independent carrier the County may choose.

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

9.4 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 and subject to change by third party provider. Further, for the purpose of this Program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-payment and co-payment generic will be as follows, effective January 1, 2004:

\$12.00 co-payment brand name and
\$4.00 co-payment generic

9.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee at a maximum of 50% (fifty percent) up to \$18,000 (eighteen thousand dollars).

9.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. (Further, for the purposes of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only).

9.7 Effective January 1, 2004, each active employee except those with single coverage shall have deducted from his or her salary \$22.00 per pay period for all medical and dental insurance. Those employees with single coverage shall have \$17.00 per pay period deducted for such medical and dental insurance coverage.

Effective January 1, 2007, each active employee except those with single coverage shall have deducted from his or her salary \$24.00 per pay period for all medical and dental insurance. Those employees with single coverage shall have \$19.00 per pay period deducted for such medical and dental insurance coverage. There shall be no other increase in this health co-payment for the duration of the contract.

9.8 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 countywide providers to reduce costs in the purchase of lenses, frames and eye examinations.

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

10. PAID LEAVES OF ABSENCE

10.1 Bereavement Days - In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandparent, grandchild or any other relative living in the household of the employee, said employee shall be excused for a period beginning with the day of death or the day after the date of death to one (1) day after the funeral but in no instance for more than five (5) working days in a seven-day period. Additionally, a one-day bereavement leave will be granted in the event of death of a stepparent, stepgrandparent, stepgrandchild, brother-in-law or sister-in-law. The Employer shall have the right to request proof of death and/or living arrangements whenever such proof shall appear reasonable. The employee will be paid his/her regular hourly rate for any such days of excused absence which occur during his/her normal work week, but in no event more than eight (8) hour pay for any one day.

10.2 Union Business Days - An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized an aggregate of no more than twenty (20) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the County Administrator or his/her designee. The Union President or his/her designee shall be allowed such time off as is necessary to conduct intra-county Union business, provided that prior approval is requested and authorization granted by the employee's Division Director; such authorization shall not be unreasonably denied.

10.3 Occupational Injury Leave - Any employee who is disabled because of occupational injury or illness shall be covered by the County's adaptation of the New Jersey Workers' Compensation Law from the day after the date of the 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, up to the maximum amount per week as permitted by law.

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 or privileges.

- a. Any employee who is disabled due to an occupational injury which occurs because of direct contact with a Resident or inmate shall be granted a leave of absence with full pay for the period of time the employee is disabled. Such disability is to be determined by the County Physician. Said leave of absence shall be limited to a maximum of one year from the date of injury or until temporary disability payment would have been terminated, whichever is sooner. New Jersey Workers' Compensation Law shall apply if the disability continues beyond one year.

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

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short period for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may then 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) days to be credited effective January 1 of each succeeding year.

c. The minimum sick leave with pay shall accrue to any full-time temporary or full-time provisional employee at the rate of one working day per month as earned.

d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

e. An employee shall not be reimbursed for accrued sick leave at the time of termination of his/her employment excepting as provided under Article entitled, "Insurance and Retirement Benefits".

f. If an employee is absent for reasons that entitle him/her to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

(1) Failure to so notify his/her supervisor shall be cause for denial of the use of sick leave for that absence.

(2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

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 his/her return to duty, to be examined by the County Medical Examiner or by a physician designated by the Medical Examiner. Such examination shall establish whether the employee is capable of performing his/her normal duties without limitations and that his/her return will not jeopardize the health of other employees.

h. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.

i. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

j. Employees using five (5) sick days or less in a calendar year will be permitted to sell back up to five (5) sick days pursuant to yearly County policy on the sick buy back program.

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

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

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

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

11. ABSENCE WITHOUT LEAVE

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

11.2 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.

12. NON-PAID LEAVES OF ABSENCE

12.1 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.

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

12.3 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 their employee rights, privileges, or benefits, provided, however, that sick leave, vacation leave and longevity credits shall not accrue except for those on military leave.

13. CHILD CARE/MATERNITY LEAVE

13.1 (Maternity Leave Without Pay), a permanent employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of one (1) year, in accordance with NJSA 34:11b-1. 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 (1) year period.

13.2 The County agrees to abide by the provisions of the Federal Family Leave Act, NJSA 34:11B-1.

14. SENIORITY

14.1 Seniority for all purposes under this Agreement shall be calculated from the date that an employee became permanently appointed by Civil Service with the County. Seniority shall be calculated in this manner for all purposes under this Agreement except when dealing with shift preferences and in such cases, the seniority of Senior Juvenile Detention Officers and/or Supervising Youth Workers will be calculated from the date of permanent appointment to rank with the County.

14.2 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.

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

14.4 Consideration shall be given to Senior Juvenile Detention Officers and/or Supervising Youth Workers when bidding shifts according to seniority.

15. HOLIDAYS

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

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

15.2 Holidays enumerated in the memorandum forwarded by the Board of Chosen Freeholders shall be considered the observed holiday for overtime and holiday pay purposes. Holidays which fall within an employee's vacation period shall not be charged against an employee's vacation leave.

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

15.4 When a holiday falls on a regularly scheduled day off, employees shall receive an additional day's pay.

16. GRIEVANCE PROCEDURE

16.1 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 resolved in the following manner:

Step One: The Union steward or employee, or both, shall take up the grievance with the Superintendent of the Youth House within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) after receipt of grievance, the Superintendent of the Youth House shall meet with the grievant to discuss the grievance. The Superintendent of the Youth House 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 Department Director within five (5) days from receipt of the response from the Superintendent of the Youth House. No later than five (5) days after receipt of grievance, the Department Director shall meet with the grievant to discuss the grievance. The Department Director shall 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 the County Administrator or his/her designee within five (5) days from receipt of the response from the Department Director. No later than five (5) days after receipt of grievance, the County Administrator or his/her designee shall meet with the grievant to discuss the grievance. The County Administrator or his/her designee shall give an answer in writing no later than five (5) days after the meeting.

Step Four: If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the County Administrator or his/her designee is due, by written notice to the County Administrator or his/her designee, shall request the Public Employment Relations Commission to supply the parties with a panel of arbitrator. 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, if it does not conflict with existing law, on all parties it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of the Agreement.

16.2 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.

16.3 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.

16.4 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/her designated representative, permission for which shall not be unreasonably withheld.

17. DISCIPLINE/DISCHARGE

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

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

- a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine or more than five days at one time; suspensions or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge, or resignation not in good standing shall be required to exercise his/her statutory right of appeal to the Merit System Board of the State Department of Personnel and shall be precluded from having the union move his/her appeal to binding arbitration.
- b. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of three (3) days or less shall have the right to appeal this disciplinary action to Step Three of the Grievance procedure. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of four (4) days or more shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step IV of the Grievance Procedure.

18. SAFETY AND HEALTH

18.1 The Employer shall at all time maintain safe and healthful working conditions.

19.

EQUAL TREATMENT

19.1 The Employer and Union agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the workplace.

19.2 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.

20.

WORK RULES

20.1 The Employer may, after consultation with the Union, establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced and shall be subject to the grievance procedure.

20.2 Employee shall have the right to review their personnel file in the Superintendent's office annually. Employees shall be entitled to a copy of any documents contained in their file.

21.

ANNUAL VACATION LEAVE

21.1 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.

21.2 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 the completion of nineteenth (19) year, twenty-five (25) working days.
- f. From the beginning of twentieth (20) year, thirty (30) working days.

21.3 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.

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

21.5 An employee who is called back to work while on authorized vacation, shall be paid time and one-half and shall not lose vacation day(s).

21.6 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, pursuant to the County's vacation policy. A maximum amount of ten (10) vacation days may be carried over from one calendar year into the succeeding calendar year, not to exceed a total of twenty (25) vacation days.

22. LONGEVITY

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

Effective January 1, 2001 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

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.

23. CLASSIFICATIONS AND JOB DESCRIPTIONS

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

24. STRIKES AND LOCKOUTS

24.1 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.

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

25.

WORK UNIFORMS

25.1 The Employer agrees to provide the following uniform issue to all employees upon their permanent appointment:

- a. (3) Three long sleeve white shirts
- b. (3) Three short sleeve white shirts
- c. (1) One black duty belt
- d. (1) One pair black safety shoes or safety boots

25.2 There shall be an annual clothing allowance of \$450.00 for 2004, 2005, 2006 and 2007, payable on or around December 15, of each year for all employee covered under this contract.

25.3 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 the Article entitled "Non-Paid Leaves of Absence" herein, shall be paid a prorated share of the clothing allowance for each month in which the employee works at least one (1) day, payable in December.

25.4 Employees who voluntarily terminate their employment with the County of Mercer, excepting as provided in the paragraph above, or whose employment is terminated for cause, shall not be entitled to payment of the clothing allowance or any prorated portion thereof.

25.5 One meal per shift shall be granted to all employees covered by the provisions of this Agreement; said meal to be paid for by the employer.

26.

PERSONNEL EVALUATIONS

26.1 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/her 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.

26.2 At least every six (6) months, the employee and the supervisor(s) shall meet in connection with performance evaluations 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.

26.3 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 (6) month conference held earlier and referenced in paragraph 16.2 above.

26.4 In order to receive the increments cited in 6.8 and 6.9, employees must attain a satisfactory performance evaluation for each year of contract to be eligible for this increment.

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

26.6 Any employee shall have the right to inspect his/her personnel file in accordance with County policy.

27. DRUG TESTING

27.1 In accordance with County policy, employees out for more than thirty (30) days due to personal injury and who are receiving either workers compensation payments and/or State disability payments, shall be subject to drug testing as part of the return to work examination.

27.2 Pursuant to guidelines issued by the State Attorney General with respect to random drug testing, unit employees will be subject to random drug testing. The Union and the County will discuss such guidelines prior to implementation of random drug testing.

28. GENERAL PROVISIONS

28.1 The Employer agrees to make available one locked glass enclosed bulletin board.

Said bulletin board shall be used for posting of the following notices: Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs.

28.2 The personal property of an employee which is damaged, stolen, or lost in the performance of an employee's official duties shall be replaced by the Employer. Said replacement shall be in the form of a monetary settlement or a replacement item(s) taking into account whatever depreciation factors might apply due to the normal wear and tear of the item(s) damaged, stolen or lost.

Employees who sustain a loss as indicated above shall be required to submit a claim in writing to the Superintendent of the Youth House. Included in this claim shall be a report regarding the circumstances involved in the loss, a description of the item(s), and certification of the original purchase price of the item(s).

29. SEPARABILITY AND SAVINGS

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

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

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.

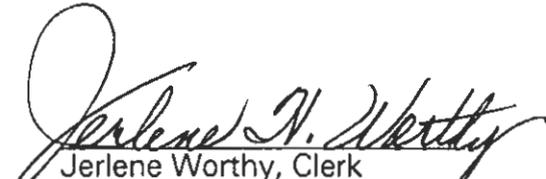
30.2 This Agreement shall be effective as of the first day of January 2004 and shall remain in full force and effect until the 31st day of December 2007. It shall be renewed from year to year thereafter unless either party shall give notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by October 1st of any succeeding year.

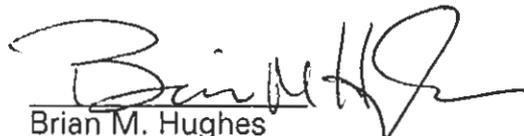
In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner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

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

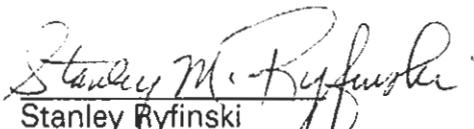
IN WITNESS WHEREOF, the parties hereto have caused these presents to signed by their proper officers and attested to on the 10th day February, 2005

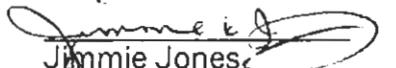
ATTEST: COUNTY OF MERCER

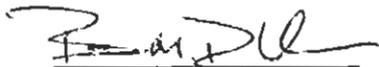

Jerlene Worthy, Clerk
Board of Chosen Freeholders


Brian M. Hughes
County Executive

ATTEST: SENIOR JUVENILE
DETENTION OFFICERS
ASSOCIATION


Stanley Ryfinski
President, Senior Juvenile
Detention Officers
Association


Jimmie Jones
Youth Worker Supervisor


Brian Dolobacs
Youth Work Supervisor

APPENDIX A

RANGE M01 - SENIOR JUVENILE DETENTION OFFICER

STEPS	04/01/2004	04/01/2005	04/01/2006	04/01/2007
INCREASE	3.22%	3.76%	4.81%	4.19%
=====				
1	\$43,150	\$44,772	\$46,926	\$48,892
2	\$45,889	\$47,614	\$49,905	\$51,996
3	\$48,628	\$50,456	\$52,883	\$55,099
4	\$51,367	\$53,298	\$55,862	\$58,203
5	\$54,106	\$56,140	\$58,841	\$61,306
6	\$56,845	\$58,982	\$61,819	\$64,410
7	\$59,584	\$61,824	\$64,798	\$67,513
8	\$62,323	\$64,666	\$67,777	\$70,617
9	\$65,062	\$67,508	\$70,755	\$73,720

HOURS OF WORK

40 Hrs./50 min.

RANGE M02 - YOUTH WORK SUPERVISOR

SOCIAL WORKER SUPERVISOR

STEPS	04/01/2004	04/01/2005	04/01/2006	04/01/2007
INCREASE	3.22%	3.76%	4.81%	4.19%
=====				
1	\$33,847	\$35,120	\$36,809	\$38,351
2	\$36,497	\$37,870	\$39,692	\$41,355
3	\$39,147	\$40,620	\$42,574	\$44,358
4	\$41,797	\$43,370	\$45,456	\$47,361
5	\$44,447	\$46,120	\$48,338	\$50,364
6	\$47,097	\$48,870	\$51,221	\$53,367
7	\$49,747	\$51,620	\$54,103	\$56,370
8	\$52,397	\$54,370	\$56,985	\$59,373
9	\$55,047	\$57,120	\$59,867	\$62,376

RANGE M03 - SUPERVISING YOUTH GROUP WORKER

STEPS	04/01/2004	04/01/2005	04/01/2006	04/01/2007
INCREASE	3.22%	3.76%	4.81%	4.19%
=====				
1	\$41,244	\$42,795	\$44,853	\$46,733
2	\$42,998	\$44,615	\$46,761	\$48,720
3	\$44,754	\$46,437	\$48,670	\$50,710
4	\$46,509	\$48,258	\$50,579	\$52,698
5	\$48,263	\$50,078	\$52,486	\$54,686
6	\$50,018	\$51,899	\$54,395	\$56,674
7	\$51,774	\$53,721	\$56,305	\$58,664
8	\$53,528	\$55,541	\$58,212	\$60,651
9	\$55,273	\$57,351	\$60,110	\$62,628