

AGREEMENT

Between

COUNTY OF MIDDLESEX

and

RARITAN BAY MENTAL HEALTH CENTER PROFESSIONALS

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

LOCAL 3460

January 1, 2002 – December 31, 2004

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PREAMBLE

THIS AGREEMENT made this 30th day of December, 2002 between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer) and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO Local 3460, RARITAN BAY MENTAL HEALTH CENTER PROFESSIONALS, and MIDDLESEX COUNTY MENTAL HEALTH CLINIC PROFESSIONALS (hereinafter known as the Union).

WHEREAS, the Union has been selected as the bargaining agent by the employees to be defined, in accordance with Chapter 303 of the Laws of 1968, and said Union has been in negotiations with the Employer pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the Union and the Employer have agreed upon certain terms of employment as a result of negotiations carried on pursuant to Law; it is understood that this Agreement contains all the terms and conditions of employment between the County and the employees covered by this Agreement. Previous or past practice existing or alleged to have been existing prior to the effective date of this Agreement shall not be admissible in any judicial or grievance procedure hearing.

NOW, THEREFORE, subject to Law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants, and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected employees.

ARTICLE 1

RECOGNITION

American Federation of State, County and Municipal Employees, AFL-CIO, Local 3460, Raritan Bay Mental Health Center Professionals, is hereby designated as the exclusive bargaining agent for all full-time and part-time non-supervisory professional employees employed by the County of Middlesex at the Raritan Bay Mental Health Center, in the job titles set forth in Article 9 for 1999 to 2001.

ARTICLE 2

NON-DISCRIMINATION

The COUNTY OF MIDDLESEX is committed to basing judgment concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, marital status, handicap, political or Union affiliation. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and control operations; to discontinue, or recognize or combine any Department or Branch of operations with any consequent reduction or other changes in the working force; to hire and lay off employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of

management. None of these rights shall be exercised in a capricious or arbitrary manner.

The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE 4

UNION RIGHTS

A. The Union will furnish to the Center Director a list of duly elected or appointed Shop Stewards within the ten (10) days after their election or appointment. These Stewards will not be transferred or reassigned to another location without a ten (10) day prior notice in writing to the Union with the reason a transfer is to be affected. Unreasonable transfer of a Steward is subject to the grievance procedure.

B. The AFSCME Union Representative in cooperation with Management shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to enforcement and policing of the final Agreement reached, so long as such visits do not interfere with proper service to the public.

C. The President or a Steward may arrange to check time cards, time books and time sheets at reasonable times, so long as there is no interference with proper service to the public. Any employee may arrange with the Supervisor to check his/her time card, time book or time sheets at any reasonable time. The Union must have good reason for seeing the desired information.

D. The Employer agrees to promptly make available to the Union all public information concerning the County of MIDDLESEX, including, but not limited to, financial

statements, debt statements, annual audit reports, annual budget, pertinent to any particular case, together with all information which may be necessary for the Union to process any grievance, unfair practice charge, disciplinary hearing, arbitration or complaints. All requests shall be made through the Personnel Director.

E. Whenever any representative of the Union or any employee is required by the Employer or the Union to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, disciplinary hearings, unfair practice charges or formal conferences within the County complex, the employee shall suffer no loss in pay.

F. The Union shall have the continued use of bulletin boards and mailboxes.

G. Effective upon this Agreement, Union members to be designated by the Union shall be granted ten (10) paid days providing these days coincide with their regularly scheduled work days, and six (6) unpaid days for a total of sixteen (16) days in the aggregate to attend Union conferences or conventions. It is further understood that these leave days are not cumulative on a year to year basis.

ARTICLE 5

DUES CHECK-OFF

In compliance with N.J.S.A. 52:14-15.9(3), as amended, the Employer agrees to deduct the bi-weekly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer in writing by the Union, and the aggregate deductions from all employees shall be remitted to AFSCME Council 73, Trenton, N.J., together with a list of names of all employees for whom the deductions were made, on or before the 15th day of the succeeding month after

such deductions are made. This authorization shall be irrevocable for as long as permitted by applicable law.

If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Employer written notice, prior to the effective date of such change. The authorization to deduct full Union dues may be revoked by an employee at any time, and full dues shall terminate January 1 or July 1, whichever date occurs first after notice of termination.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed with the Union who does not join within ten (10) days of re-entry into employment with the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor Agreement between the Union and the County.

The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the County on reliance upon the salary deduction authorization cards submitted by the Union to the County and/or that may arise by reason of action taken by the County in the salary

deduction of eighty-five percent (85%) of the Union dues for employees who are non-members of the Union.

The Union has established and maintains a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provision of N.J.S.A. 34:13A-5.5, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.5, as amended.

ARTICLE 6

ADHERENCE TO DEPARTMENT OF PERSONNEL RULES

The Employer and the Union understand and agree that all rules promulgated by the New Jersey Department of Personnel concerning any matter whatever not specifically covered in this Agreement shall be binding upon both.

ARTICLE 7

RULES AND REGULATIONS

Proposed new negotiable rules and modifications of existing negotiable rules governing working conditions shall be negotiated with the Union before they are established. The impact of any consolidation of any departments shall be discussed with the Union.

ARTICLE 8

WORK PRACTICES COMMITTEE

- A. There shall be a minimum of one quarterly meeting between the Union President and the Administrator to discuss the following:
1. Anticipated policy changes affecting work arrangement.
 2. Questions of Security during working hours at the Center.
 3. All other related issues of mutual concern with the exceptions of grievances.
- B. The Center Administrator and the Union President by mutual consent can request a Work Practice Committed meeting composed of three (3) members from the Union and three (3) members from Management on an as needed basis not to exceed one meeting every quarter.
- C. **IN-SERVICE TRAINING:** Management, in consultation with the Work Practices committed, shall provide a program of in-service training - in addition to the present peer supervision program.
- D. The In-Service Training Committed will consist of three (3) Union members and three (3) members of management and the clinical coordinator to plan in-service training. The Administrator shall see that monies are allocated for this purpose and will advise this committee regarding the amount of monies allocated annually.

ARTICLE 9

SALARIES AND LONGEVITY

- A. Minimum Hiring Rates and Job Titles
1. The following job titles and minimum hiring rates for 2002 to 2004 shall apply to unit members under this contract.

<u>JOB TITLES</u>	<u>2001</u>	<u>2002</u>	2002 + 3.0%	5.75%
			+ 5.5% + \$1,000	<u>2003</u>
Psychiatric Social Worker	31,600	31,600	35,338	37,370
Senior Psychiatric Social Worker	34,500	34,500	38,489	40,703
Principal Psychiatric Social Worker	36,900	36,900	41,097	43,460
Clinical Psychologist	30,500	30,500	34,143	36,106
Sr. Clinical Psychologist	35,900	35,900	40,011	42,311
Sr. Clinical Psychologist w/License				
To Practice – Psychology in New Jersey	36,900	36,900	41,097	43,460
Principal Clinical Psychologist	41,200	41,200	45,770	48,402
Principal Clinical Psychologist w/License				
Psychology in New Jersey	44,500	44,500	49,356	52,194
Head Nurse (Licensed R.N.)	33,700	33,700	37,620	39,783
Graduate Nurse (Licensed R.N.)	30,500	30,500	34,143	36,106
Social Worker Institution	27,500	27,500	30,883	32,659
Rehabilitation Counselor	27,900	27,900	31,318	33,118
Rehabilitation Counselor w/License	28,900	28,900	32,404	34,267
Sr. Rehabilitation Counselor	30,500	30,500	34,143	36,106
Sr. Rehabilitation Counselor w/License	31,500	31,500	35,229	37,255
Teacher – Special Education	28,900	28,900	32,404	34,267
Occupation Therapist	27,900	27,900	31,318	33,118

2. The above hiring rates may be adjusted upwards by \$1,000 in recognition of bi-lingual fluency which meets the needs of the department. While the only currently recognized bi-lingual stipend is for Spanish the parties recognized that changing demographics may require additional bi-lingual fluency in other languages and to that end the Department Head shall have the discretion to designate other languages proficiency stipends as he may from time to time deem necessary.

3. Any new title authorized for use by the Center will be negotiated for inclusion or exclusion from this bargaining unit. If the parties are unable to agree on the inclusion or exclusion of a title, the Union, or the Employer, will pursue statutory procedures under the New Jersey Public Employment Relations Act.

It is understood and agreed that the Employer shall be able to hire new employees above the minimum and within the salary range to reflect past experience.

4. EXPERIENCE FACTOR: With respect to new or future hires of Raritan Bay Mental Health Center, the Center intends that it would credit prospective employees with all or any portion of such employee's employment experience before employment with the Center. The crediting of all or any portion of such employee's experience will be determined by the Department Head or his/her designee, in his/her sole discretion, up to the sum of five thousand dollars (\$5,000.00), either at the time a new employee starts employment or during the employee's probationary period.

5. INCREASE IN BASE STARTING SALARY:

Effective January 1, 2003, the base starting salary for new hires in job titles in this unit shall be increased by the NWI for the years 2002 and 2003, plus the sum of \$1,000.00, and the 2003 base starting salary shall be increased effective January 1, 2004 for new hires on or after that date by the NWI for the year 2004. These increases are shown in Article 9, A, 1.

B. LONGEVITY

1. Effective January 1, 2002 all employees carried on the County payroll as of December 31, 2001 shall be entitled to longevity payments as follows based upon their salary as of December 31st of the previous calendar year before Negotiated Wage Increases are applied:

- a. Upon completion of 8 years of service and less than 15 years 2% of base salary.
- b. Upon completion of 15 years of service and less than 20 years 5% of base salary.
- c. Upon completion of 20 years of service and thereafter 7% of base salary.

2. Effective January 1, 2003 all eligible employees shall be entitled to longevity payments as follows based upon their salary as of December 31, 2002 before Negotiated Wage Increases are applied.

- a. Upon completion of 8 years of service and less than 15 years 4% of base salary.
- b. Upon completion of 15 years of service and less than 20 years 6% of base salary.
- c. Upon completion of 20 years of service and thereafter 8% of base salary.

3. Effective January 1, 2004 all eligible employees shall be entitled to longevity payments based upon their salary as of December 31, 2003 before Negotiated Wage Increases are applied, as follows:

- a. Upon completion of 8 years of service and less than 15 years 4% of base salary.
- b. Upon completion of 15 years of service and less than 20 years 6% of base salary.
- c. Upon completion of 20 years of service and thereafter 8% of base salary.

4. Longevity payments shall not be payable on that portion of the base salary that exceeds \$30,000 per annum.

C. Annual Salary Increases

I. Eligibility

a. Annual salary increases provided for herein shall be effective on January 1, of each calendar year covered by this Agreement and shall be calculated based on an employee's base salary as of December 31, of the previous year.

b. All employees in the bargaining unit on the County payroll as of January 1, of each year shall receive the wage increase described below except any employee on leave of absence shall not receive such increase until their return to active services and commencing from such return.

c. Employees who sever employment with the County prior to the execution of this Agreement will not be included in the wage increase, with the exception of retirees or deceased employees, in which case payment will be made to their estate.

2. Amount

Each employee shall be subject to this Agreement shall receive the following annual increases in the manner previously described.

2002 - 3%

2003 - 5.5%

2004 - 5.75%

D. Performance Evaluation

The parties shall continue their performances incentive policy in place as of

December 31, 2001, to be referred to hereafter as "Performance Evaluation". Any change, improvement or amendment of such policy shall be made only after negotiation and agreement of the parties.

1. All performance evaluations shall have prospective application based upon the previous year's 12 month evaluation and shall be payable in the first full pay period of the following calendar year and calculated as base salary.

Performance evaluation schedule is as follows:

<u>Evaluation Period</u>	<u>Payment Schedule</u>
October 2000 – October 2001* (*Employee must have been hired by December 21, 1999)	\$300.00 added to base salary on January 1, 2002
October 2001 – October 2002* (*Employee must have been hired by December 31, 2000)	\$300.00 added to base salary on January 1, 2003
October 2002 – October 2003* (*Employee must have been hired by December 31, 2001).	\$300.00 added to base salary on January 1, 2004

2. In the event an employee is on authorized leave during the rating period, they shall be rated as soon as practicable after their return to active employment and any performance evaluation increase shall be pro-rated upon the completion of the evaluation process.

3. In the event an employee does not receive a favorable performance rating as of December of each calendar year they shall forego the increase in the calendar year following such rating.

4. Performance Evaluation increases for the term of the contract shall be: 2002-\$300.00; 2003 - \$300.00; 2004 - \$300.00 and applied as provided in paragraph 1.

E. One time Equitable Adjustment

Due to the increase minimum hiring rates, unit members who are on the County Payroll on December 31, 2002, shall receive a one time equitable salary adjustment increase to base salary in the amount of \$1,000.00, effective January 1, 2003.

ARTICLE 10

MERIT INCREASES

It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A. 34:13A-1 et seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the negotiating process. The only exceptions to this policy will be represented by certification to a higher position or a temporary or provisional appointment to a higher position. In these cases the promotion policy as contained in this contract will be observed.

ARTICLE 11

HOURS OF WORK

The normal work hours for the bargaining unit are to be as follows: Thirty-five (35) hours per week - 8:30 a.m. to 4:15 p.m., with forty-five (45) minutes for lunch, and these hours are to remain in effect until mutually changed. However, some employees, because of the nature of their work, may be on different work schedules, starting time, or quitting times as assigned by Management. Either party has the right to request a change, and such request is to be the subject of negotiations.

A. BREAKS: All employees shall receive fifteen (15) minutes break for each one-half (1/2) day period of work, morning and afternoon.

It is understood that all employees will be punctual on starting times, taking of and returning from rest periods, lunch periods, and quitting times. Any employee not observing working hours as stated shall be subject to disciplinary action.

B. TIME FOR CERTIFICATION AND/OR LICENSING EXAMINATIONS: It is understood and agreed that one (1) working day will be granted off with pay to employees for the following purposes:

1. State of New Jersey licensing for Psychologist.
2. State of New Jersey licensing for Diplomate Psychologist.
3. State of New Jersey certification for MSW to receive ACSW.
4. State of New Jersey registration certification examination for nurses.
5. All other licensure examination requirements and the granting of time-off for same will be determined by the R.B.M.H.C. Administrator.

ARTICLE 12

OVERTIME

A. Authorized overtime, that is, overtime required by the Employer, which is worked in excess of the regular full time work week or in excess of the regular full time work day, but is not in excess of forty (40) hours per week, shall be compensated for by compensatory time at straight time.

B. Overtime not requested by the Employer, however, necessary in the professional judgment of the employee, must be approved by the Executive Director of the Employer or his designee. Such overtime, if worked, shall be compensated by compensatory time at the rate of straight time.

C. Overtime shall be scheduled on a reasonable equalized basis where such work is in the nature and normal routine of the job.

D. However, it is further understood that the Director or his designee will retain the final authority on the right to grant usage of compensatory time.

E. Comp time must be utilized within the calendar year of accrual except for the month of December which may be utilized by January 31st of the immediate following new year.

F. When in-service training meetings are scheduled on a day a part-time employee is not scheduled to work, they may be granted the opportunity to change their hours of work for that particular week in order to attend the in-service training, providing they can schedule their patients to accommodate the change in schedule. Such a change in schedule is subject to approval.

Request must be with approval of the Administrator, and must be in writing and received at least two (2) weeks (14 days) in advance.

ARTICLE 13

FLEX TIME

A. It is understood and agreed that flex time is to be a fixed schedule for the said period of time agreed to for not less than a three (3) month period. However, it is further understood that there would be no alteration of scheduled hours after employee's flex time selection.

The following rules will be strictly adhered to:

1. Proper employee grouping as designated by the Chief Executive Officer or his designee shall be maintained.

2. Work schedules and assignments are to be met within required time frames.
3. Working hours: Starting and finishing times are to be observed in accord with flex time scheduling.
4. It is further agreed to and understood that flex time continuance or discontinuance shall rest on proper planning requirements concerning programs or project service to the public as decided by the Director or his designee, upon a thirty (30) days written notice.
5. It is further agreed to and understood that the cancellation or discontinuance of flex time by the Director or his designee shall be effected after a prior one (1) month notice to the Union.
6. Flex time starting shall originate no earlier than 8:30 a.m. and terminate no later than 9:30 p.m. of the work day.

Flex time work week will consist of a minimum of a four (4) day work week totaling thirty-five (35) hours. No employee can work less than a four (4) day work week to reach his thirty-five (35) hour total.

It is understood and agreed that all flex time hours in excess of the normal seven (7) hour day shall be recognized as straight time hours for all time applications.

B. An employee may request a temporary change in working hours for a specific purpose, during a given week, or longer period, with authorization from the Center Administrator, to facilitate the proper carrying out of the employee's duties, or to meet an employee's needs.

ARTICLE 14

HOLIDAYS

The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared by legally constituted authorities of the State and Federal Government, provided such holidays are approved by the Board of Chosen Freeholders of MIDDLESEX County.

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

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls during an employee's vacation or bereavement time, he shall be granted an additional day off with pay.

ARTICLE 15

VACATIONS

A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month-to-month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for

the balance of the year ending December 31st.

If separation occurs before the end of the year and more vacation days have been taken is appropriate, the per diem rate of pay for the excess days shall be deducted from the final pay.

All employees shall be granted vacation leave based upon the following schedule from the date they are hired.

YEARS OF SERVICE	AMOUNT OF VACATION
Less than one year	One working day for each month of service.
One to five years	Fifteen working days during each year of service.
Six to nine years	Eighteen working days during each year of service.
Ten to twelve years	Nineteen working days during each year of service.
Thirteen to twenty years	Twenty-two working days during each year of service.
Twenty-first year or more	Twenty-seven working days during each year of service.

It is understood that when reference is made to "six to nine years, etc.", six means the START of the sixth year, etc.

An employee may be granted up to three (3) consecutive days of the vacation time he/she is credited with, in the case of an emergency or unforeseen circumstance of the affected person, upon the approval of the Administrator.

Vacation time accumulation will be based on the Civil Service Ruling now in effect which allows vacation carry over for one (1) year only.

The Employer and his designated representative shall attempt to schedule work, insofar as

possible, to preclude changes in the vacation scheduling. All provisions of the Department of Civil Service concerning emergencies, etc., shall be observed by both parties. Employees shall submit requests for vacation time no later than May 1st of each year, with first and second choices. The first choice requested shall be on the basis of seniority.

After May 1, vacation requests are to be submitted two (2) weeks in advance, except in emergency situations. When granting this vacation time, the Administrator will give priority to the date of the request.

Vacation time may be used on less than a full vacation basis by request and agreement of the employee's immediate Unit Chief. It shall be assumed that an employee will remain in the service for the full calendar year; or portion thereof from the date of hire, and is entitled to use all vacation time for that year when requested as permitted by the vacation schedule. Any employee leaving the service of the County shall have unused vacation time paid him. Unearned vacation time used will be deducted from employee's last pay if separation of services occur. If an employee dies with accumulated annual vacation leave, his/her estate will be paid a sum equal to the compensation for that vacation leave.

Employees may elect to be paid in advance for vacation time provided fourteen (14) business days prior a written notice is given to the employer's designee. Payment shall be made on the last payday prior to the vacation. An employee may request an advance only twice a year, except in the event of a verifiable emergency. A minimum of five (5) continuous vacation days must be taken, one day of which must include the scheduled payday.

ARTICLE 16

PERSONAL DAYS

All employees shall have four (4) personal days in addition to those above for any personal purpose. Personal days may not be carried over to the following year. Personal days may be taken on separate days or consecutively; however, the employee will give the Employer three (3) days notice for each personal day to be taken, EXCEPT IN EMERGENCY SITUATIONS. New employees shall accrue one (1) personal day at the end of each third month of employment and severance pay shall be calculated considering personal days on the basis of one (1) accrued day per third month of employment completed in the year said employment is terminated.

ARTICLE 17

SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter (1-1/4) days per month on a month-to-month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to the employees at the beginning of each successive calendar year.

All other proper and authorized leaves as provided in the rule of the Department of Civil

Service shall be recognized and constitute a part of this Agreement.

Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

Sick leave may be taken in 1.75 hours or 3.50 hours in the morning or afternoon, with the granting of such time as at the discretion of the Administrator. Such use will not be unreasonably denied.

ARTICLE 18

ANNUAL SICK TIME BUYOUT

At the end of each calendar year of this Agreement, employees having used five (5) days or less annual sick leave out of fifteen (15) sick days credited per current year, may apply for and receive payment for sick days credited and not used. The following provisions apply:

1. Only employees having used five (5) days of sick leave or less out of fifteen (15) days credited per calendar year qualify for participation.
2. Payment shall be made in the amount of one (1) day's pay for every three (3) days that are not used. Since the total number of sick days earned in a given year is fifteen (15), there is a maximum of five (5) days' pay in the buyout of each calendar year.
3. Eligible employees applying for sick time buyout will do so on December 31st of each current year by signing an authorization card provided by the County. Payment will be made in the third payroll period of the succeeding year.

ARTICLE 19

ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

Employees covered under the term of this Agreement shall be entitled upon retirement to

receive a lump sum payment, as supplemental compensation one-half payment for every full day of MIDDLESEX County earned and unused accumulated sick leave (not to exceed \$15,000.00) which is credited to him/her on the employment records and credited by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the resolution adopted by the Board of Chosen Freeholders authorizing same.

ARTICLE 20

PENSION

The Employer shall continue to cover the employees covered by this Agreement for Pension Benefits through the New Jersey Public Employees Retirement System (PERS) for the duration of this Agreement.

ARTICLE 21

WORK INCURRED INJURY

A. Whenever an employee is injured or disabled as a result of or arising out of his employment so as to be physically unfit for duty, said employee shall be entitled to injury leave for a period not to exceed one (1) year in accordance with N.J.S.A. 40A:9-7. Such leave shall not be chargeable to sick leave. In each instance of injury leave, the Board of Freeholders shall adopt a resolution provided that the examining physician appointed by the County shall certify to such injury or disability and provided further that the employee shall comply with the provisions of this section. Before such injury leave shall commence, the employee shall enter into a contract with the County to reimburse the County out of the monies he may receive as Workers' Compensation, temporary disability or legal settlements arising out of his injury.

Payments for any and all injuries set forth in Paragraph 1 of this section shall be in accordance with the requirements of N.J.S.A. 34:15-1 et seq. and any and all supplemental or amendments thereto.

For the purpose of compliance with the requirements of N.J.S.A. 34:15-1 et seq., the procedure outlined below shall be followed:

- a. No later than the start of the second day after the occurrence of an injury covered by this section, the injured employee shall complete the customary injury report(s) required by the State of New Jersey Department of Labor and Industry. Such forms may be obtained from the Director of Personnel and Employee Relations.
- b. Within forty-eight 48 hours of the occurrence of an injury covered by this section, the Department Head shall furnish information on the forms supplied by the Director of Personnel and Employee Relations and one (1) copy of said report shall be submitted to the Clerk of the Board of Chosen Freeholders.
- c. The Director of Personnel and Employee Relations shall cause an investigation to be made of said injury and upon completion of said investigation shall recommend to the Board of Chosen Freeholders the action to be taken pursuant to Paragraph 1 of this section and pursuant to the requirements of N.J.S.A. 34:15-1 et seq.
- d. The Director of Personnel and Employee Relations shall cause to be filed with the Clerk of the Board of Chosen Freeholders a semi-monthly report list setting forth agreements and terms for reimbursements as provided in Paragraph 1 of this

section.

e. An employee of the County of Middlesex who is on injury leave shall be credited with sick and vacation at the same rate as if he were working.

f. In the event an employee exhausts his one (1) year of injury leave before he is capable of returning to work, he may continue on the payroll by using his accumulated sick and vacation time. After accumulated time has been used, the employee, if permanent has the option of applying for a leave without pay (according to the procedures outlined in Paragraph 1 of this section). Non-permanent employees are terminated after using accumulated sick and vacation time.

In order to avoid interruption of the payroll for employees of this bargaining unit who incur compensable, work related injuries or illnesses involving lost work time the following will be allowed:

The Contents of Form L and I-I, Employee's First Report may be phoned in to the Personnel Department, telephone numbers 745-3397 or 745-4224. Compensability will be determined by telephone with Rasmussen Agency with final confirmation taken from all required forms. Whenever possible, Forms L and I-I should be mailed no later than the start of the second work day after the injury occurred whenever possible.

ARTICLE 22

MATERNITY LEAVE

Permanent pregnant employees will be granted earned and accumulated sick leave and vacation during the time prior to the expected date of delivery and for one (1) month after the actual date of delivery on the presentation of a doctor's certificate and with the approval of the

Department Director or Supervisor and the Department Head.

Any pregnant employee will be granted earned and accumulated sick and vacation leave. However, only permanent pregnant employees will be granted a leave without pay. This leave is not to exceed six (6) months and is subject to the same precondition listed above.

ARTICLE 23

MILITARY LEAVE

Any employee of the County who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces for the United States, and is required to engage in field training, shall be granted a military leave of absence with pay for the period of such training as is authorized by law. Such leave of absence shall be in addition to vacation.

ARTICLE 24

BEREAVEMENT LEAVE

All full-time employees shall receive bereavement leave as follows:

- a. Spouse, child, or parent, persons in spousal relationships - 4 working days.
- b. Brother, sister, Grandparents, Grandchildren, relative continuously residing in the employee's household - 3 working days.
- c. Current In-laws, Aunts, Uncles, Nieces and Nephews - 1 working day.

No annual cap on bereavement time.

Bereavement leave is separate and distinct from any other leave time, and an employee shall be entitled to working days leave (as stated above) for each eligible death which occurs, for the working days next following the date of death.

Bereavement leave shall be communicated to the employee's Department Head or his/her designee by the employee.

ARTICLE 25

MEDICAL BENEFITS

A. Vision Care

The County shall reimburse cost of vision care for the employee who have been continuously employed for more than sixty (60) days to the extent set forth below. The vision care allowance shall be limited to payments every other year or not more than once every two calendar years. This benefit shall not be cumulative;

Eye Examination	\$50.00
Lenses and Frames	<u>\$90.00</u>
Maximum	\$140.00

B. Dental Coverage

The County shall provide an appropriate dental care plan whose benefits and provisions shall be the substantial equivalent of the dental care plan in place for employees as of December 31, 1998. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty days notice to the Union representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection of such County action the parties shall enter into good faith negotiations regarding the adoption of any new dental plan with due regard for competitive availability of equivalent plans relative costs and benefits and ease of administration of benefits.

1. Employee contributions to premiums for the approved dental care plan shall continue at the same level and frequency as provided for in the collective bargaining contract in effect on December 31, 1998. Any annual increase in said contributions shall not exceed 14.99 % of previous annual premium.

2. The County is not and shall not be required to provide Dental Expense Coverage to current or future retirees unless otherwise agreed to by a collective bargaining agreement.

C. Eligibility

1. All County employees on the County payroll for not less than sixty (60) days or on July 1, 1999 whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the County offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

2. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependents on the payroll as of the date of the execution of this contract the (3) HMO options, as available on January 1, 1999 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who are currently enrolled in the Traditional Indemnity Plan as of the execution of this contract shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be

permitted subsequently to re-enter the Traditional Indemnity plan at a later date. Employees and their eligible dependents currently enrolled in any other medical care plan may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter the State Health Benefits plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into negotiations regarding the application of this contract.

3. Employee Contribution to Premium Costs

a. All eligible County employees on the payroll or on authorized leave as of the date of the execution of this contract shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the employee for as long as they are continuously so employed. Employees who separate from County service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service.

b. Employees who enter County service or become eligible for medical insurance coverage after the execution of this contract shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in C. 2 above except new hires may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.

3. New employees, as defined above, whose annual base salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage.

4. New employees, as defined above earning an annual base salary in excess of

\$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

<u>Salary Level</u>	<u>% of Costs Of Selected Plan</u>	<u>Annual Ceiling of Contributions</u>
\$25,001 - \$30,000	25%	\$400
\$30,001 - \$35,000	35%	\$650
\$35,001 - \$40,000	45%	\$900
\$40,001 - \$45,000	55%	\$1,250
\$45,001 - \$50,000	65%	\$1,500
\$50,001 +	75%	\$1,750

d. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year.

The County may not increase or alter an employee's required contribution at any other time.

3. Prescription Coverage

The County shall continue its 1998 coverage of prescription coverage for all present and future employees for the term of this contract. Eligible employees and their dependants shall not be required to make co-payment for generic drugs prescribed by daily licensed physicians.

Eligible employees and their dependents who desire or require brand name drugs shall be required to make a co-payment of three (\$3.00) dollars.

Retirement Benefits

a. Retired County employees and qualified dependents shall contribute all benefits due them under the terms of the contract in force as of December 31, 1998 including prescription coverage as herein defined. Retired County employees may not have their benefits reduced or cost increased except upon some act of the Legislature of New Jersey, the Congress of the United States or an order to the Court of competent jurisdiction.

b. The County shall continue to provide fully paid medical benefits to employees honorably retired after twenty five (25) years of credited public service as described by state statutes and criteria of the New Jersey Department of Personnel; and employees who qualify for and are approved by New Jersey Dept. of Personnel for receipt of disability retirement benefits.

c. Retired employees as described in paragraph 2 above shall be entitled to the same level of prescription benefits as active employees. Retired employees shall not be entitled to dental benefits unless so offered by the County at some later date at the County's discretion and terms.

4. Administration

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the affected employee may apply to the County to pay such claim upon adequate submission of supporting documentation. When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding

assignment or subrogation agreement from the employee to the extent of payments made on the employee's behalf.

ARTICLE 26

GRIEVANCE PROCEDURE

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken towards him that violates any right arising out of his employment.

STEP 1. The Union shall present the employee grievance or dispute to the employee's immediate Unit Chief within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Unit Chief shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

STEP 2. If the grievance has not been settled, it shall be presented in writing by the Union to the Department Head within five (5) working days after the Unit Chief's response is due. The Department Head shall set up a meeting for the grievance within ten (10) working days after receipt of the grievance. The grievant may be represented at the meeting by the AFSCME Union Representative and/or the Union President and/or the Shop Steward. The Department Head shall respond to the Union in writing within five (5) working days of the meeting.

STEP 3. If the grievance still remains unadjusted or unanswered by the Department Head, the Union shall present it in writing to the Personnel Director within seven (7) working days after the response of the Department Head is due. The Personnel Director shall set up a

meeting for the grievance within twenty (20) working days after receipt of the grievance. The grievant may be represented at the meeting by the AFSCME Union Representative and/or the Union President and/or the Shop Steward. The Personnel Director will respond in writing to the grievance within ten (10) days of the meeting.

STEP 4. If no settlement of the grievance has been reached between the parties, or if not answer has been received from the Personnel Director, the Union may appeal the grievance to arbitration within thirty (30) days after the response from the Personnel Director is due.

Since it is important that a grievance be processed as rapidly as possible the number of days indicated at each level shall be considered as a maximum - every effort will be made to expedite the grievance as set forth herein.

It is understood and agreed that any settlement of the grievance is limited to the date of filing of the grievance.

Any employee wishing to process his/her own grievance may do so, but no settlement shall be made inconsistent with the terms of final agreement reached.

It is further agreed that the extension of grievance processing time may be extended by mutual consent of both parties. Failure to move a grievance to the next step will be considered a withdrawal of the grievance.

Employee grievances shall be presented to the County Supervisory Representative on forms prepared by the County. The grievance procedure, as contained in this Contract, shall be strictly adhered to. It is understood that employees must sign their individual grievances. Grievances without an employee's signature shall not be accepted or processed.

A group or policy grievance shall be directly submitted at the STEP 3 level to the

Personnel Director.

ARTICLE 27

DISCIPLINE

No employee may be disciplined except for just cause. Any grievance concerning discipline shall be initiated at STEP 2 of the grievance procedure and may be appealed through the arbitration procedure, with the exception of the penalty of removal and suspensions of more than five (5) days or more than three (3) suspensions in one (1) year. In the cases of these suspensions or of removal, the appeal would be to the New Jersey Department of Personnel, Merit System Board. All major disciplinary action shall comply with N.J.A.C. 4A:2-21, et seq.

A. Progressive Discipline for Minor Offenses.

The principles of corrective discipline for employees covered under the terms of this Agreement with respect to occurring minor offenses of the same nature as more fully set forth in N.J.A.C. 4A: 4.1-16.7, but not limited to, are outlined as follows:

STEP 1. ORAL WARNING

Given by the Supervisor to the employee in the presence of the Union Representative and clearly stating all the reasons for the warning. Notation is made in employee's personnel file.

STEP 2. WRITTEN WARNING

Given by the Supervisor with agreement of the Department Head or next higher level of authority. The notice shall clearly state all the reasons for the warning. One copy of the written warning shall be given to the employee, one copy supplied to the Union Representative, and one copy placed in the Employer's personnel file.

STEP 3. SECOND WRITTEN WARNING

Given by the Supervisor in accordance with the procedures set forth for STEP 2.

STEP 4. ONE-DAY SUSPENSION

Given by the Department Head based on recommendation of the Supervisor. A one-day suspension without pay will serve as a warning to the employees of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee, Civil Service (Form CS-379), Union, and employee's personnel file.

STEP 5. THREE-DAY SUSPENSION

Given by the Department Head. A three-day suspension without pay will serve as a further warning to the employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied the employee, Civil Service (Form CS-379), Union, and employee's personnel file.

STEP 6. FIVE-DAY SUSPENSION

Given by the Department Head. A five-day suspension without pay will serve as a final warning to the employee of the continued seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied the employee, Department of Personnel (Form CS-379), Union and employee's personnel file.

Any employee who receives a written warning for a minor offense or who is given a suspension for a minor offense shall have a copy of the action taken, placed in his/her personnel file where it will be kept for a period of one year providing that no re-occurring minor disciplinary action was taken against the employee in the same twelve (12) month period. If

there is a minor disciplinary action taken within the same twelve (12) month period, the file shall be kept until such time that there is a period of one (1) year without minor disciplinary action at which time the record of minor disciplinary action shall be removed from his/her file.

B. Suspension, Fine and Demotion for Disciplinary Purposes.

An appointing authority may suspend without pay or with reduced pay, fine or demote an employee due to incompetency; inefficiency or failure to perform duties; insubordination; inability to perform duties; chronic or excessive absenteeism or lateness; conviction of a crime; conduct unbecoming a public employee; neglect of duty; and other sufficient cause, however:

1. An employee who shall be suspended, fined or demoted more than three (3) times in any one year (one year being from date of first suspension, fine or demotion to one year therefrom), or more than five days at one time, or for a period of more than fifteen (15) days in the aggregate in any one calendar year shall be served with written charges and have the right to appeal to the New Jersey Department of Personnel, Merit System Board. The Board shall have the power to revoke or modify the action of the appointing authority, except that removal from service shall not be substituted for a less penalty;
2. The appointing authority shall notify the employee and the Department of Personnel for the reasons for the suspension, fine or demotion regardless of the extent or duration of the disciplinary action;
3. Suspension subject to ARTICLE 27 may not exceed six (6) months.
4. The Employer may suspend without pay or with reduced pay, or demote an employee due to inefficiency, incompetency, misconduct, negligence,

insubordination, or for other sufficient cause, however:

(I) An employee who shall be suspended, or demoted more than three (3) times in any one year (one year being from date of first suspension, fine, or demotion to one year therefrom), or more than five (5) days at one time, or for a period of more than fifteen (15) days in the aggregate in any one (1) year shall be served with written charges and have the right to appeal the last disciplinary action to the Department of Personnel:

(II) The Commission shall have the power to revoke or modify that action of the Employer except that removal from service shall not be substituted for a less penalty:

(III) The Employer shall notify the employee and the State Department of Personnel (Civil Service) of the reasons for the suspension, fine, or demotion regardless of the extent or duration of the disciplinary action:

(IV) No suspension shall exceed six (6) months.

5. A permanent employee in the classified service may not be removed except for just cause upon written charges. Notice of the removal shall be sent to the employee on the form prescribed by the Department of Personnel, and a copy of said notice shall be sent to the Department of Personnel and the Union at the same time. A provisional or temporary employee may be terminated at any time at the discretion of the appointing authority. A Provisional or temporary employee who has been terminated shall have no right to appeal to the Merit System Board. In disciplinary matters involving dismissal from service for provisional employees, such employee shall be entitled to a conference with the Department Head and a Union representative. Before a probationary employee is removed for disciplinary

reasons, a meeting with the employee with Union representation and management shall be held.

6. Any of the following shall be cause for removal from the Employer's service, although removals may be made for sufficient causes other than those listed:

- a. Neglect;
- b. Incompetency or inefficiency;
- c. Incapacity due to mental or physical disability;
- d. Insubordination or serious breach of discipline;
- e. Intoxication while on duty;
- f. Chronic or excessive absenteeism;
- g. Disorderly or immoral conduct;
- h. Willful violation of any of the provisions of the State;
- i. Department of Personnel (Civil Service) statutes, rules or regulations or other relating to the employment of public employees.
- j. The conviction of any criminal act or offense;
- k. Negligence of or willful damage to public supplies;
- l. Conduct unbecoming an employee in the public service; or
- m. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service, or engaging in any form of political activity during working hours.

7. Any suspension, demotion, or disciplinary act taken against an employee consisting of five (5) days or less shall be subject to the grievance and arbitration

procedures herein.

8. Permanent employees and employees in their work test period shall have the right to departmental hearing in every disciplinary action involving a permanent employee, her the contemplated penalty may be:

- a. Removal;
- b. Suspension of more than five (5) days at one time. The last suspension or fine of an employee for five (5) days or less shall be reviewable where an employee's aggregate number of days suspended or fined in any one (1) calendar year is fifteen (15) days or more. Where an employee received more than three (3) suspensions or fines of five (5) or less days in a calendar year, the last suspension or fine is reviewable;
- c. Disciplinary demotion;
- d. Good faith of a layoff; and
- e. Release at the end of the work period for unsatisfactory performance.

9. Such departmental hearings shall be commenced as soon as possible and not later than thirty (30) days after service of a copy of the charges upon the employee.

C. In any disciplinary action against an employee, regardless of whether that employee is permanent or provisional, said employee shall be entitled to written notice of the charges and specifications and a hearing, or a conference for provisional employee being removed. Further, the charged employee shall have the right to Union representation at the disciplinary hearing or conference.

D. The Department of Personnel shall select a hearing officer for the departmental hearing. The parties agree that the departmental hearings provided for in this ARTICLE shall be conducted in a fair and equitable manner including presentation of witnesses, cross-examination of witnesses, and a written decision stating finding of fact and conclusion.

E. 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 (1) avenue of appeal.

If the final action in a disciplinary proceeding determines that the employee was not at fault, the official notes on the proceeding shall be expunged from the employee's record.

An employee shall have the right to see the disciplinary notation made in the employee's file.

ARTICLE 28

ARBITRATION

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the employee.

It is further understood that if the Employer and the employee cannot mutually arrive at a satisfactory arbitrator (on matters other than discipline) within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall head the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be advisory.

The cost of the arbitrator's fee shall be shared by the Employer and the employee.

Time extensions may be mutually agreed to by the Employer and the employees.

SPECIFIC ISSUE ARBITRATION: It is agreed to and understood that either the Union or the County may petition for a binding principle decision on the specific issue through the arbitrator, which shall be a final and binding decision on the specific issue addressed. The cost of the arbitrator's fee shall be shared equally by the Employer and the Union. Any other expenses incurred shall be paid by the party incurring same. The decision shall be in writing with reasons therein. Time extensions may be mutually agreed to by the Employer and the Union.

ARTICLE 29

PROMOTIONS

When promoted, an employee shall be subject to either a six percent (6%) salary increase, or be placed at the minimum of the new salary range, whichever is greater. This increase will be in addition to his/her negotiated salary increase.

A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligible names which names them as the provisional, will be returned to their previous lower title.

ARTICLE 30

JOB VACANCY - JOB BIDDING

Section 1. When Management finds the need or plans a newly created job within the bargaining unit, the Management will notify the Union Representative and promptly post the job

for bid on appropriate bulletin boards. All notices shall contain pertinent information concerning the job, including pay and remain posted for three (3) working days. Thereupon the bid shall be closed and the job awarded on the basis of seniority, qualification, and ability to perform the job. If one or more bids are received and all things are equal, seniority shall prevail.

Section 2. The determination of abilities and qualifications for an employee shall be made by Management.

Section 3. Management will present to and discuss with an employee, or at his request, with the representative, the reasons for selecting an employee of less seniority for a higher job on the basis of ability and qualifications rather than on the basis of seniority.

Section 4. With reference to filling vacancies, employees in the line of work involved shall have first consideration in order of seniority.

Section 5. Job Recall: Will be made in accordance with New Jersey Department of Personnel Rules.

ARTICLE 31

PERSONNEL FILES

A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the MIDDLESEX County Personnel Director's offices.

Employees shall have the right to inspect and review their own individual personnel file upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to copy, define, explain, or object to in writing to anything found in his/her personnel file. This writing shall become a part

of the employee's personnel file.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

It is understood that an employee will receive a copy of any derogatory or disciplinary document being placed in his personnel file.

It is further understood and agreed that the files maintained by the County Personnel Director's office are the official personnel files for all employees. No other official file or personnel record will be maintained.

However, it is agreed that a departmental reference file will be maintained for day-to-day reference.

ARTICLE 32

JURY DUTY

Should an employee be called to serve as a juror, he shall receive pay from the County for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror, excluding travel allowance, shall be returned to the County Treasurer.

ARTICLE 33

TUITION AID AND LICENSING FEES

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accord with the policies and procedures established for the MIDDLESEX County tuition aid program, subject to the availability of existing funds.

The County shall pay examination and required licensing fees and yearly renewal of the fees for nurses on staff who pass licensing examinations for full time employees only for as many

times as necessary.

ARTICLE 34

MILEAGE ALLOWANCE

Whenever an employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of twenty-eight cents (\$0.28) per mile. Additional expenses such as parking, tolls, etc., shall be paid upon submission of a receipt and voucher.

ARTICLE 35

PART-TIME EMPLOYEES

A. After three (3) years in-center employment, clinicians shall be eligible to request part-time status (20 hours work or more), providing the following conditions are met:

1. Employees shall have worked full-time for three (3) years.
2. Employees that are similarly qualified may request part-time status at the same time.
3. Requests for part-time status are to be made twice a year on specific posted dates, e.g. January and July.
4. It is further understood and agreed to that the Hospital Administration retains the final right of granting part-time status to employees applying for the same.

B. SICK LEAVE - Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn 1-1/4 days of sick leave. (8 hour employees = 176 hours. 7 hour employees = 154 hours).

C. HOLIDAYS - Regular part-timers shall be paid for that portion of the holiday that they would have been scheduled to work on that day.

D. VACATION, PERSONAL DAY & BEREAVEMENT LEAVE - Part-time

employees shall have personal days and vacation days prorated by the percentage of full time that they work. Part-time employees shall also be entitled to one (1) bereavement day pursuant to the bereavement clause for full-time employees in this Agreement.

E. HOSPITAL AND DENTAL PROGRAMS AND DRUG PRESCRIPTION PROGRAM - Part-time employees will be covered if they are scheduled for and do work twenty (20) hours or more each workweek.

Part-time employees working twenty (20) hours or more will be entitled to the following:

F. PUBLIC EMPLOYEES' RETIREMENT SYSTEM - It is compulsory for part-time employees of the County of MIDDLESEX to enroll in PERS if they were permanently appointed on or after January 2, 1955, provided they earn at least \$500.00 a year and are paid in each quarter of the year.

G.. SEASONAL EMPLOYEES (SUMMER HELP) - Indirect benefits will be limited to Workmen's Compensation and those other benefits provided by law. Employees in this category WILL NOT receive vacation days, sick days, holidays, personal days, bereavement days, hospitalization and dental benefits or any other indirect contractual benefits.

ARTICLE 36

LAYOFF AND RECALL

The Employer agrees that in the event of employee layoffs for bona fide economy reasons with good faith demonstrated on the part of the Employer to the Union, same shall be on the basis of seniority, beginning with temporary help, then provisional employees, and last, permanent employees, according to procedures specified in New Jersey Department of Personnel

Rules. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the Employer shall provide proper written notice to permanent employees to be laid off, forty-five (45) days in advance as required by New Jersey Department of Personnel Rules.

ARTICLE 37

RECLASSIFICATION SURVEY

If the Employer should request a complete title survey and reclassification survey of any County employment positions covered by this Agreement by the Department of Personnel, the Union will be permitted to take an active part in the survey. To the extent of its vested interest in the employees whom it represents in accordance with all Department of Personnel rules and regulations and applicable laws the Employer will notify the Union that a survey is taking place and ask for recommendations and cooperate with the Union regarding said survey.

ARTICLE 38

RESIGNATION

A. An employee who resigns shall give the Employer in the person of the Executive Director of the Center a two (2) weeks advance written or oral notice.

B. An employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an employee shall not be entitled to such payment provided it was possible for the employee to have given such notice.

C. All resignations shall be subject to New Jersey Department of Personnel Rule 4A:2-6.2.

ARTICLE 39

COMPUTATION OF ERRORS

During the life of this contract, computation errors shall be corrected from the date of determination, except when the error is a payroll department error, relating to the employees wages or benefits. These errors may be corrected by Union notification, by Management, or by mutual consent.

ARTICLE 40

EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal Laws.

ARTICLE 41

SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other unit or tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall remain in full force and effect.

The Employer and the Union shall re-negotiate a replacement provision that shall supersede the invalid provision. Said renegotiation shall commence no later than thirty (30) days following the termination of the invalid provision.

It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become a part of this Agreement.

EMANATING POLICY - It is mutually further understood and agreed that any emanating County policy will become part of this Agreement.

ARTICLE 42

NO STRIKE OR LOCK-OUT

Neither the Union nor the employee or the Employer shall interfere, instigate, promote, sponsor, engage in, or condone any strike or lock-out. In the event that any person violated the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

ARTICLE 43

SICK TIME VERIFICATION

The Union agrees to the County's sick time verification policy for any position required to be filled with an overtime slot if employee is absent. Existing sick time verification policy will remain in effect for positions which need not be filled when employee is out. See attached Exhibit "A".

ARTICLE 44

PAY PERIODS

The Union agrees to change to semi-monthly rather than bi-weekly pay, if other

bargaining units agree and the County elects to change over.

ARTICLE 45

EMERGENCY CLOSING

The Union agrees to the County's Emergency Closing Policy as long as:

- a. Essential employees are defined by title rather than name.
- b. Employees will stay as long as required.
- c. They get overtime when called in to work not during his/her regular shift.
- d. Vacation or sick time can be used if pre-approved accompanied by doctor's note or approved by the employee's supervisor or designee pursuant to N.J.A.C. 4A:61.3 g & h.
- e. Employees may be required to work if needed. If not all employees are needed, those who stay or leave will be based on seniority.

A copy of the County Policy is attached hereto as Exhibit "C".

ARTICLE 46

DRIVERS LICENSE

The County shall have the right to check valid driver's licenses of employees operating County vehicles or operating personal vehicles in performance of job duties at any time. Such employees are obligated to report loss or revocation or suspension of driving privileges.

ARTICLE 47

CHILD CARE ASSISTANCE PROGRAM

Effective as of the execution of this contract and for the balance of 1999 the weekly

reimbursement will be as follows:

- a. If the employee's salary is \$18,000.00 or less per annum the reimbursement will be \$40.00 per week.
- b. If the employee's salary is \$18,001.00 to \$25,000.00 per annum, the reimbursement will be \$35.00 per week.
- d. If the employee's salary is \$25,001.00 through \$60,000.00, the reimbursement will be \$20.00 per week.

ARTICLE 48

DURATION OF CONTRACT

It is hereby agreed by the Employer and the Union that this contract shall be for a three (3) year term, commencing January 1, 2002 and ending December 31, 2004.

All of the provisions of this contract shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This contract may be reopened for 2005 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one-hundred and twenty (120) days prior to December 2004.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

AMERICAN FEDERATION OF STATE, MUNICIPAL AND COUNTY EMPLOYEES,

AFL-CIO, LOCAL #3460 ATTEST:

Douglas E. Kibb

Alexander P. ...

[Signature]

MIDDLESEX COUNTY:

Margaret E. Pemberton
Margaret E. Pemberton, Clerk
Board of Chosen Freeholders

[Signature]
David B. Crabel, Freeholder Director
Board of Chosen Freeholders

APPROVED AS TO FORM AND LEGALITY:

[Signature]
ERIC M. ARONOWITZ, ESQ.
FIRST DEPUTY COUNTY COUNSEL

APPENDIX "A"

SICK LEAVE VERIFICATION

Paid Sick Leave must not be used for purposes other than those permitted by law. An employee on sick leave is being paid by the County and, for that reason, the County may impose certain restrictions on the employee during the employee's scheduled shift. The purpose of this policy is to provide the County with the means to verify that an employee is not using sick leave for other than its intended purpose.

The following rules shall apply for the verification of sick leave.

1. The employee must call in at least 2 hours before the start of the scheduled shift.
2. The employee must advise of the nature of the illness.
3. The employee must advise of the expected duration of the illness.
4. It shall be the responsibility of the employee to be accessible by telephone at the employee's residence for the duration of the employee's shift.
5. If the employee is not to be at home during sick leave, the employee must so notify, in advance, the employee's supervisor (or his designee) of (a) the address of where the employee will be; (b) the times the employees will be there; (c) a telephone number at which the employee will be personally accessible and (d) the reason for leaving the home.
6. In the case of doctor visits (and to pick up medication), the employees shall advise his/her supervisor (or supervisor's designee), in advance of the visit, of the name of the doctor, the doctor's telephone number, and the time of the scheduled

appointment. The employee must contact the supervisor when employee returns home.

7. The County, in its discretion, may choose to verify sick leave through home visits or telephone contact. IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO COME TO THE TELEPHONE PERSONALLY. An employee is not permitted to use a beeper or answering machine to screen calls.
8. Medical Documentation: An employee is required to provide verification of sick leave when an employee is out sick 5 consecutive days. The County will reimburse the employee half of the amount toward the cost of obtaining such verification. (NOTE: Documentation can be required from first day of illness.)
"Verification" means that the employee is required to provide a written statement by a reputable treating physician substantiating any illness. The physician certification must indicate that employee was not physically able to perform any duty connected with his/her job and must give a diagnosis of illness. The County may require the employee to submit to examination by a physician appointed by the County.
9. Examination By County Physician – Pattern Absence/Suspension of Abuse: In cases (1) where the County has reasonable suspicion that an employee has abused sick leave; (2) where an employee has demonstrated a pattern in the use of sick leave (for example, the repeated use of sick leave on the first or last day of the work week or on the day before or after a holiday); or (3) where the employee has used 15 sick days in a twelve month period, the County may require verification of illness by a physician selected by the County.

In cases where County verification is to be required, the employee will be notified, then the request for sick leave is made, to report during the shift to a designated physician at County expense.

10. The County of Middlesex views abuse of sick leave as a serious offense which will result in employee discipline up to, and including, termination of employment.

APPENDIX "B"

COUNTY EMERGENCY CLOSING POLICY

1. EMERGENCY DECLARATION: The policy applies when all or part of County operations are shut due to an official declaration by the Office of the County Administrator. Official announcements will be carried on (radio station) and information can be obtained by calling 1-800 _____.
2. ESSENTIAL v. NON ESSENTIAL: When there is an emergency shut-down declared by the County Administrator, the County shall determine the manning requirements of essential personnel. Each department head may determine a list of essential positions in advance of any such emergency, but it remains in the discretion of the County to determine additional essential personnel depending upon the circumstances of a particular emergency shut-down.
3. RESTRICTION ON PAID TIME-OFF: In an emergency shut-down, essential personnel will not be permitted to utilize paid time off (including personnel and sick days) without the express approval of their department head.
4. PREMIUM TIME: essential employees will not be paid premium or any additional compensation merely due to the fact that they are required to work during an emergency shut-down. However, other collective bargaining agreement provisions, which apply independent of emergency shut-down situations, will continue to be endorsed. It is the policy of the County that employees whose positions are deemed essential shall be required to work during emergency shut-downs as part of their duties as a County employee.
5. NON-ESSENTIAL EMPLOYEES: Non-essential employees ordered not to work as the result of an official emergency shut-down of all or part of County operations shall receive regular compensation for the period of the shut-down not to exceed eight hours regular pay, irrespective of the length of the shut-down. Such limitation is subject to extension in the discretion of the Board of Chosen Freeholders.
6. The County's policy with regard to inclement weather is hereby reaffirmed: it is not the policy of Middlesex County to shut down merely because of inclement weather conditions. Absent declaration of a state of emergency by County Administrator, all employees will continue to work as in the case of a regular business day.