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A G R E E M E N T

Between

Middlesex County Board of Chosen Freeholders

THE COUNTY OF MIDDLESEX

- and -

THE MIDDLESEX COUNTY MID MANAGEMENT

YOUTH SERVICES ASSOCIATION

(Supervising Detention Officers
Sr. Youth Group Workers)

X January 1, 1984 - June 30, 1985

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THIS AGREEMENT made the *2nd* day of *August*, 1984, between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer), and THE MIDDLESEX COUNTY MID MANAGEMENT YOUTH SERVICES ASSOCIATION (hereinafter known as the Association);

WHEREAS, the Association has been selected as the bargaining agent by the employees to be defined, in accordance with Chapter 303 of the Laws of 1968, as amended, and said Association has been certified as such by the Public Employees Relations Commission; and

WHEREAS, said Association has been in negotiations with the Employer pursuant to Chapter 303 of the Laws of 1968, as amended, and

WHEREAS, the Association and the Employer have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to Law;

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:

1. - RECOGNITION

The Association is hereby designated as the bargaining agent for the employees in the Juvenile Detention Facilities as follows:

<u>Work Week - 40 Hours</u>	<u>Salary Range</u>
Supv. Juvenile Detention Officer	\$15,200-\$22,100
Sr. Youth Group Worker	\$14,600-\$21,200

2. NON-DISCRIMINATION

The County of Middlesex is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against and the County shall not discharge, demote, discipline, reassign or transfer any employee because of race, sex, age, nationality, creed, color, religion, marital status, handicap, political or union affiliation, or lawful Association activity. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

3. ASSOCIATION REPRESENTATIVES - RIGHTS AND PRIVILEGES

A. The Association shall have the right to designate a representative group of Shop Stewards reflective of total membership, and such Association Shop Stewards or other authorized Representatives shall not be discriminated against due to their legitimate Union Representatives activities.

B. Authorized Representatives of the Association 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 the enforcement and policing of the final Agreement reached, so long as such visits do not interfere with proper service to the public.

C. It is agreed that the Association will furnish to all departments or offices a list of duly elected or appointed Stewards within ten (10) days after their election or appointment.

D. The Employer agrees to promptly make available to the Association all public information concerning the County of Middlesex, including but not limited to the financial resources of the County of Middlesex, together with all information which may be necessary for the Association to process any grievance, unfair practice charge, arbitration or complaint. All requests shall be made through the Personnel Director.

Association Representatives - Rights and Privileges (Cont.)

E. Whenever any Representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conference, or meetings within the County complex, he/she shall suffer no loss in pay.

F. P.E.R.C. attendance will not exceed three (3) Association Representatives with no loss in pay.

G. The Association shall have the continued use of bulletin boards and mailboxes.

4. DUES CHECKOFF

A. The Employer shall deduct Association dues from the earnings of each employee Association member provided the employee executes a written authorization for such dues deduction. The Employer shall deduct the sum of two dollars and seventy cents (\$2.70) from twenty-four (24) of the employee's twenty-six (26) paychecks in each calendar year, or a total sum of sixty-five dollars (\$65.00) per year or such other sum as is approved by the Association in its sole discretion from time to time. The Employer shall continue to deduct said dues until an employee resigns as a member of the Association in accordance with the Association's By-Laws or other rules, and written notice thereof is sent to the Employer by the Association.

B. Any member of the Association desiring to resign from the Association will be permitted to do so only on two (2) specific occasions during the calendar year, i.e., on January 1st or July 1st. This request must be in writing to the President of the Association and the County Comptroller.

C. The Employer shall deduct a representation fee in lieu of dues from each employee who is not a member of the Association but who is covered by this Agreement. The Employer shall deduct the sum of two dollars and twenty-six cents (\$2.26) from twenty-four (24) of the non-member employee's twenty-six (26) paychecks in each calendar year, or a total sum of fifty-four dollars and twenty-five cents (\$54.25)

Dues Checkoff (Cont.)

per year or such other sum in the amount of eighty-five percent (85%) of the Association dues as is approved by the Association, in its sole discretion from time to time.

D. The Association agrees to establish and maintain 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 "prorata share", if any, subject to refund in accordance with the provisions of N.J.C.S.A. 34:13:A-5.4, 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 Association. 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. 34:13:A-5.4, as amended.

5. HOURS OF WORK

A. The work hours for various job classifications will be as noted in Article 1. Recogniton, page 2.

B. All work schedules shall be posted on the Juvenile Facilities Bulletin Board on Wednesday of each week and that set schedule shall become "fixed" and not subject to request for change, four (4) hours prior to the end of any given tour of duty on Friday.

C. Shifts for Supervising Juvenile Detention Officers will consist of 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m.

Shifts for Senior Youth Group Workers will consist of 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 p.m. and 12:00 p.m. to 8:00 a.m.

Special assigned shifts may be determined by the Employer.

D. Job seniority within the Juvenile Facility will be predicated upon the date of certification for the classification within the Juvenile Facility.

E. It is agreed that insofar as practicable, the employees on the night shift will be given their pay checks on the Thursday preceding their regular Friday payday.

6. OVERTIME

40 Hour Work Week

The parties acknowledge that work outside of standard schedules may be required. For all work in excess of eight (8) hours per day or in excess of eight (8) hours in any twenty-four (24) hour period, employees shall be paid at the rate of time and one-half ($1\frac{1}{2}$) their regular hourly rate. A twenty-four (24) hour period shall be twenty-four (24) consecutive hours following the employees scheduled starting time.

35 Hour Work Week

A. Employees requested or scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half ($1\frac{1}{2}$) in pay.

B. Employees requested to work in excess of the normal work week, and/or the sixth and seventh consecutive days, shall be paid at the rate of time and one-half ($1\frac{1}{2}$) in pay for all overtime worked.

Overtime shall be paid by the following rule: It shall be paid either as paid overtime compensation (time and one-half) or compensatory time.

Compensatory time shall be computed at the rate of time and one-half.

The employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise

Overtime (Cont.)

such discretion either immediately before working such overtime or immediately after completing the working of such overtime and shall notify his commanding officer in writing of his decision.

It is understood that training time held after the regularly scheduled work day or work week shall be compensated for at the rate of time and one-half compensatory time. However, any time worked beyond the regularly scheduled work day or work week which exceeds the eighty (80) hour compensatory time bank must be paid at the rate of time and one-half of the regular hourly rate.

The following rules shall apply to compensatory time accumulation:

- (a) At no time shall the compensatory time bank exceed eighty (80) hours of time.
- (b) Time shall be used in eight (8) hour blocks whenever possible.
- (c) Compensatory time taken by the employee shall be on request and is subject to the employee's immediate supervisor's approval. Such approval shall not be unreasonably withheld.
- (d) Compensatory time shall not be used between the dates of December 23 and January 1.

Any hour worked and paid for at overtime rates shall not be pyramided or used again for computing pay in excess of the normal work week or for any other pay.

Overtime (Cont.)

Call Back: Any employee who is called back to work after having completed his regularly scheduled work shift shall be compensated at time and one-half the straight time hourly rate of pay with a minimum of four (4) hours work or pay in lieu thereof.

Any work hours added but connected to a regular work shift, be it at the beginning of a shift (early start) or at the conclusion of a shift (hold over) shall not constitute call back time.

7. SHIFT DIFFERENTIAL

A. Employees working the second shift 3:00 p.m. to 11:00 p.m. will be paid an additional thirty cents (30¢) per hour over their regular straight time rate for the hours worked.

B. Employees working the third shift 11:00 p.m. to 7:00 a.m. will be paid an additional twenty-five cents (25¢) per hour over their regular straight time rate for the hours worked.

C. Changeover - Eastern Standard Time and Daylight Savings Time:

During the change in time standards, no employee shall suffer loss of pay when time changes from Daylight Savings Time to Eastern Standard Time. Conversely, no employee shall receive any additional remuneration when changing from Eastern Standard time to Daylight Savings Time.

8. WAGES

A. Effective January 1, 1984 all eligible employees covered under the terms of this Agreement will be paid in accordance with the County Wage Submittal dated May 31, 1984.

B. It is understood and agreed, starting with the 1984 contract year, that an incremental compensation schedule plan has been jointly executed between the County and the Association that shall incorporate an eleven (11) step compensation schedule.

All future step increases will be effective for succeeding years upon finalization of the Labor Agreement for said year.

MIDDLESEX COUNTY MID MANAGEMENT
YOUTH SERVICES ASSOCIATION

COMPENSATION SCHEDULE
N.J.C.S.A. COUNCIL #7
EFFECTIVE: JANUARY 1, 1984

CODE NUMBER	INCREMENT	MINIMUM	\$ 7,900	\$ 8,260	\$ 8,620	\$ 8,980	\$ 9,340	\$ 9,700	\$ 10,060	\$ 10,420	\$ 10,780	\$ 11,140	\$ 11,500
C.S.A. #1	\$ 360	\$ 7,900	\$ 8,260	\$ 8,620	\$ 8,980	\$ 9,340	\$ 9,700	\$ 10,060	\$ 10,420	\$ 10,780	\$ 11,140	\$ 11,500	
C.S.A. #2	\$ 370	\$ 8,100	\$ 8,470	\$ 8,840	\$ 9,210	\$ 9,580	\$ 9,950	\$ 10,320	\$ 10,690	\$ 11,060	\$ 11,430	\$ 11,800	
C.S.A. #3	\$ 380	\$ 8,300	\$ 8,680	\$ 9,060	\$ 9,440	\$ 9,820	\$ 10,200	\$ 10,580	\$ 10,960	\$ 11,340	\$ 11,720	\$ 12,100	
C.S.A. #4	\$ 390	\$ 8,500	\$ 8,890	\$ 9,280	\$ 9,670	\$ 10,060	\$ 10,450	\$ 10,840	\$ 11,230	\$ 11,620	\$ 12,010	\$ 12,400	
C.S.A. #5	\$ 410	\$ 8,900	\$ 9,310	\$ 9,720	\$ 10,130	\$ 10,540	\$ 10,950	\$ 11,360	\$ 11,770	\$ 12,180	\$ 12,590	\$ 13,000	
C.S.A. #6	\$ 420	\$ 9,300	\$ 9,720	\$ 10,140	\$ 10,560	\$ 10,980	\$ 11,400	\$ 11,820	\$ 12,240	\$ 12,660	\$ 13,080	\$ 13,500	
C.S.A. #7	\$ 450	\$ 9,800	\$ 10,250	\$ 10,700	\$ 11,150	\$ 11,600	\$ 12,050	\$ 12,500	\$ 12,950	\$ 13,400	\$ 13,850	\$ 14,300	
C.S.A. #8	\$ 470	\$ 10,300	\$ 10,770	\$ 11,240	\$ 11,710	\$ 12,180	\$ 12,650	\$ 13,120	\$ 13,590	\$ 14,060	\$ 14,530	\$ 15,000	
C.S.A. #9	\$ 500	\$ 11,000	\$ 11,500	\$ 12,000	\$ 12,500	\$ 13,000	\$ 13,500	\$ 14,000	\$ 14,500	\$ 15,000	\$ 15,500	\$ 16,000	
C.S.A. #10	\$ 540	\$ 11,600	\$ 12,140	\$ 12,680	\$ 13,220	\$ 13,760	\$ 14,300	\$ 14,840	\$ 15,380	\$ 15,920	\$ 16,460	\$ 17,000	
C.S.A. #11	\$ 540	\$ 12,100	\$ 12,640	\$ 13,180	\$ 13,720	\$ 14,260	\$ 14,800	\$ 15,340	\$ 15,880	\$ 16,420	\$ 16,960	\$ 17,500	
C.S.A. #12	\$ 570	\$ 12,500	\$ 13,070	\$ 13,640	\$ 14,210	\$ 14,780	\$ 15,350	\$ 15,920	\$ 16,490	\$ 17,060	\$ 17,630	\$ 18,200	
C.S.A. #13	\$ 590	\$ 13,100	\$ 13,690	\$ 14,280	\$ 14,870	\$ 15,460	\$ 16,050	\$ 16,640	\$ 17,230	\$ 17,820	\$ 18,410	\$ 19,000	
C.S.A. #14	\$ 610	\$ 13,500	\$ 14,110	\$ 14,720	\$ 15,330	\$ 15,940	\$ 16,550	\$ 17,160	\$ 17,770	\$ 18,380	\$ 18,990	\$ 19,600	
C.S.A. #15	\$ 620	\$ 13,800	\$ 14,420	\$ 15,040	\$ 15,660	\$ 16,280	\$ 16,900	\$ 17,520	\$ 18,140	\$ 18,760	\$ 19,380	\$ 20,000	
C.S.A. #16	\$ 660	\$ 14,600	\$ 15,260	\$ 15,920	\$ 16,580	\$ 17,240	\$ 17,900	\$ 18,560	\$ 19,220	\$ 19,880	\$ 20,540	\$ 21,200	
C.S.A. #17	\$ 690	\$ 15,200	\$ 15,890	\$ 16,580	\$ 17,270	\$ 17,960	\$ 18,650	\$ 19,340	\$ 20,030	\$ 20,720	\$ 21,410	\$ 22,100	
C.S.A. #18	\$ 730	\$ 16,100	\$ 16,830	\$ 17,560	\$ 18,290	\$ 19,020	\$ 19,750	\$ 20,480	\$ 21,210	\$ 21,940	\$ 22,670	\$ 23,400	
C.S.A. #19	\$ 750	\$ 16,600	\$ 17,350	\$ 18,100	\$ 18,850	\$ 19,600	\$ 20,350	\$ 21,100	\$ 21,850	\$ 22,600	\$ 23,350	\$ 24,100	
C.S.A. #20	\$ 800	\$ 17,600	\$ 18,400	\$ 19,200	\$ 20,000	\$ 20,800	\$ 21,600	\$ 22,400	\$ 23,200	\$ 24,000	\$ 24,800	\$ 25,600	
C.S.A. #21	\$ 840	\$ 18,500	\$ 19,340	\$ 20,180	\$ 21,020	\$ 21,860	\$ 22,700	\$ 23,540	\$ 24,380	\$ 25,220	\$ 26,060	\$ 26,900	
C.S.A. #22	\$ 840	\$ 18,600	\$ 19,440	\$ 20,280	\$ 21,120	\$ 21,960	\$ 22,800	\$ 23,640	\$ 24,480	\$ 25,320	\$ 26,160	\$ 27,000	
C.S.A. #23	\$ 880	\$ 19,400	\$ 20,280	\$ 21,160	\$ 22,040	\$ 22,920	\$ 23,800	\$ 24,680	\$ 25,560	\$ 26,440	\$ 27,320	\$ 28,200	
C.S.A. #24	\$ 970	\$ 21,400	\$ 22,370	\$ 23,340	\$ 24,310	\$ 25,280	\$ 26,250	\$ 27,220	\$ 28,190	\$ 29,160	\$ 30,130	\$ 31,100	
C.S.A. #25	\$ 1,000	\$ 22,400	\$ 23,400	\$ 24,400	\$ 25,400	\$ 26,400	\$ 27,400	\$ 28,400	\$ 29,400	\$ 30,400	\$ 31,400	\$ 32,400	

9. WAGE INCREASE ELIGIBILITY

All employees in this bargaining unit being carried on the County payroll will receive the wage increase negotiated as set forth in Article 8. Wages (Wage Submittal) with the following exceptions:

A. It is understood and agreed that employees being carried on approved leaves of absence shall receive the wage increase provided for his/her eligible hours worked during the eligibility period.

B. 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, and deceased employees, in which case payment will be made to his/her estate.

C. 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 bargaining 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.

10. NEW EMPLOYEES

It is the intention of the Employer, in cooperation with the Association, to start all new employees at the minimum of the salary range for that position. Exceptions to this policy, if they should occur, will be communicated to the Association President.

11. PROMOTIONS

A. Promotional positions shall be filled in accordance with Civil Service Rules and Regulations. Eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled.

B. No employee shall receive a pay cut on promotion.

C. Any employee promoted by Civil Service Certification or provisional appointment, from their present salary range to a higher salary range, shall receive a three percent (3%) increase on their current salary and then placed on the closest step upward in the new range or the new minimum, whichever is greater than their present salary.

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

E. All promoted employees who receive a new annual salary pursuant to this Article (11. Promotions) shall also be entitled to receive all other wage increases as provided in Article 8. Wages and Pay Periods.

12. SEASONAL EMPLOYEES (SUMMER HELP)

Indirect benefits for seasonal employees 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.

13. LONGEVITY

All eligible employees shall be entitled to receive longevity payments which shall be based upon their salary as of December 31st of the previous calendar year, (maximum base salary \$20,000.00). The rate of longevity shall commence with the completion of the eighth (8th) year of service as follows:

9 through 15 years	= 2%
16 through 20 years	= 4%
21 years and over	= 6%

14. MEDICAL BENEFITS

A. All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J, or equivalent, at the Employer's expense. Major Medical for eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured with approval of the Association and upon a prior notice to the employee organization so long as equivalent coverage is provided.

B. Health Maintenance Organization (H.M.O.): Several Health Maintenance Organizations are available to the employee as an alternate to Blue Cross-Blue Shield, Rider J, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

C. Dental Plan: All full-time and eligible part-time employees shall be covered by the Great West Life Assurance Company Dental Plan, or a similar plan at the Employer's expense.

It is understood and agreed, for the 1984-1985-1986 contract years, that the Employer will contribute \$2.49 per month toward the dependent coverage of the employee in the Modified Plan. The employee will contribute \$6.91 per month. Total amount for dependent coverage in the Modified Plan, \$9.40 per month. In addition, the Employer will

Medical Benefits (Cont.)

contribute \$10.32 per month toward the dependent coverage of the employee in the Family Plan. The employee will contribute \$28.62 per month.

Total amount for dependent coverage in the Family Plan, \$38.94 per month.

D. Drug Prescription Plan: All eligible employees and eligible employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay of \$1.25 per prescription by the employee.

E. Payment of Blue Cross-Blue Shield Premiums for Retirees: Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or Locally Administered Retirement System, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums.

F. Vision Care Program: All full-time employees of this bargaining unit, who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Eligible employees are entitled to one (1) reimbursement each during a two (2) year period. The reimbursement is limited to the following allowances:

Eye Examination - \$25.00

Lenses and Frames combined -or- Contact Lenses - \$35.00

It is understood and agreed that the Vision Care Program will apply to the employee only.

15. HOLIDAYS

A. 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.

B. All full-time and regular part-time employees (see article 24.) shall be entitled to the following paid holidays each calendar year:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day following Thanksgiving Day
14. Christmas Day

C. If a holiday falls during an employee's vacation or bereavement time, he/she shall be granted an additional day off with pay.

Holidays (Cont.)

D. All full-time employees working on a holiday will receive their regular day's pay at a straight time rate plus time and one-half ($1\frac{1}{2}$) for the holiday worked and no compensatory day.

E. All full-time employees scheduled off on a holiday shall receive their regular time rate and no compensatory day.

F. Employees scheduled to work on New Year's Day, July 4th, or Christmas Day shall be paid their regular day's pay plus an additional rate of double time pay for the hours worked.

G. Those employees who are employed in a seven-day operation (7 day - 40 hours - shift employees) will observe a holiday on the actual calendar day it occurs.

H. Those employees who are employed in a five day operation (5 day - 35 hours - Monday through Friday employees) will observe a holiday as per the Middlesex County Holiday Schedule.

I. All part-time employees who are scheduled to work a holiday will be paid for the holiday at his/her regular straight hourly rate and will not be entitled to a compensatory day.

J. Holidays paid for but not worked will not be used in computing overtime pay for hours in excess of forty (40) hours or thirty-five (35) hours, whichever applicable.

16. PERSONAL DAYS

All employees shall have four (4) paid personal days in each calendar year for any personal purpose, in addition to all other leave provided in this Agreement. Personal days may not be carried over to the following calendar year. Personal days may be taken on separate days or consecutively; however, the employee should, whenever possible, give the Employer one (1) day notice for each personal day to be taken. New employees shall accrue one (1) personal day at the end of each third (3rd) month of employment and severance pay shall be calculated considering personal days on the basis of one (1) accrued personal day per third (3rd) month of employment completed in the year said employment is terminated.

17. BEREAVEMENT

A. All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunt or uncle, or any other relative living in the immediate household, such leave being separate and distinct from any other leave time, and an employee shall be entitled to each three (3) working days leave for each eligible death which occurs.

B. Bereavement leave shall be communicated to the employee's supervisor by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) working days next following the day of death. The employee shall be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3) days.

C. If an employee is on vacation and an eligible death occurs, vacation leave shall terminate and bereavement leave shall apply.

18. VACATIONS

A. A new employee shall be granted vacation leave 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 at the rate of one (1) day per month shall be credited to the employee for the balance of the year ending December 31st.

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

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

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to five yeras	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-first year or more	Twenty-five working days during each year of service.

Vacations (Cont.)

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

E. Unused vacation time may be carried over for one (1) year only.

F. The Employer and his designated representatives 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. Vacation time need not be taken continuously, at the employee's discretion. It shall be assumed that an employee shall remain in the service for the full calendar year; or portion thereof from date of hire and is entitled to use all vacation time for that year when requested by the vacation schedule. Any employee leaving the service of the Employer shall have unused vacation time paid by him. Unearned vacation time used shall be deducted from employee's last pay if separation from services occurs.

G. Any employee who has received approval from the Director of the Juvenile Facility or his designee to take time off for vacation purposes, personal days or holidays and who is then called back to duty, will be paid at the rate of time and one-half ($1\frac{1}{2}$) for his/her work performed on these days.

19. SICK LEAVE

A. A new employee shall earn sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days 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 sick days shall be credited to the employee for the balance of the calendar year ending December 31st, based upon the above formula of one and one-quarter ($1\frac{1}{4}$) days per month.

B. Thereafter, sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to each employee at the beginning of each successive calendar year.

C. 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.

D. All other proper and authorized leaves as provided in the rules of the Department of Civil Service, shall be recognized and constitute a part of this Agreement.

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

F. 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.

20. INJURY LEAVE

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 his or her duty, the Board of Freeholders may adopt a resolution granting up to one year's leave of absence with pay. Such leave shall not be chargeable to sick leave. Prior to the passage of such resolution, the Employer's Board of Freeholders shall be satisfied by a certificate of a physician as to the degree of injury or disability, and shall enter into a contract with the employee to reimburse the Employer out of the monies he or she may receive as workmen's compensation, temporary benefits, or legal settlement arising out of his or her injuries.

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

C. All of the requirements of N.J.S.A. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex 4A-12.6 or any amendment or supplement thereto.

21. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

Employees covered under the terms of this Agreement shall be entitled, upon retirement, to receive a lump sum payment, as supplemental compensation, which sum shall be computed at the rate of one-half ($\frac{1}{2}$) of the employee's daily rate of pay for every full day of earned and unused accumulated sick leave (not to exceed \$12,000) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement.

22. JURY DUTY

Should an employee be obligated to serve as a juror, he or she shall receive full pay from the Employer for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the Employer, excluding jury duty travel allowance.

23. BREAKS

Each employee shall be entitled to one (1) fifteen (15) minute break for each one-half ($\frac{1}{2}$) day period of work (morning and afternoon shall be considered a one-half day period of work and equivalent periods for shift work shall be also considered one-half day periods of work).

24. PART-TIME EMPLOYEES

All part-time employees whether permanent or provisional employees (but not to include seasonal employees) awaiting examination shall be paid a salary based on the annual wage for the appropriate classification as set forth in the adopted schedule, pro-rata.

Vacation

Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn one (1) day of vacation leave (8 hour employees = 176 hours, 7 hour employees = 154 hours.)

Sick Leave

Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn one and one-quarter (1¼) days of sick leave. (8 hour employees = 176 hours, 7 hour employees = 154 hours.)

Holidays

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

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 work week.

Part-time employees are not entitled to the following: Personal Days, Bereavement Days, and Longevity.

Part-Time Employees (Cont.)

Public Employees' Retirement System

It is compulsory for part-time employees of the County of Middlesex to enroll in P.E.R.S. if they were permanently appointed on or after January 2, 1955, provided they earn at least five hundred (\$500) a year and are paid in each quarter of the year.

Part Time Call In

Any part-time employees called to work by the Employer shall be guaranteed four (4) hours work per shift.

25. UNIFORMS

Effective January 1, 1980, employees in this bargaining unit received the sum of two hundred and twenty-five dollars (\$225.00) placed in their base salary, in lieu of a clothing allowance.

Part time employees were paid a pro-rata share.

It is understood and agreed that this buy-out is a total and complete buy-out for any and all clothing allowances that were in practice and for future bargaining.

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 which violates any right arising out of his employment. The Employee Association Grievance Committee shall be recognized as the representative for presenting an employee grievance or dispute from the initial filing to conclusion of the grievance complaint in accord with the agreed to grievance procedure as outlined in the Labor Agreement as follows:

Step 1. The employee Association shall present the Supervising Juvenile Detention Officer's grievance or dispute to the Superintendent of the Youth Center within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Superintendent may, in his or her discretion, respond orally or in writing, within three (3) working days.

The employee Association shall present the Senior Youth Group Worker's grievance or dispute to the Supervising Youth Group Worker within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Supervisor may, in his or her discretion, respond orally or in writing within three (3) working days.

Grievance Procedure (Cont.)

Step 2. If the grievance has not been settled, it shall be presented in writing by the Association Representative to the Administrator of Youth Services within five (5) working days after the Superintendent's or supervisor's response is due. The Administrator shall respond to the Association Representative in writing within five (5) working days.

Step 3. If the grievance still remains unadjusted or unanswered by the Department Head, it shall be presented by the Association Representative to the Personnel Director or his or her designee, in writing within seven (7) working days after the response of the Department Head is due. The Personnel Director, or his or her designee, shall respond in writing to the Council Representative within ten (10) working days. The Association may request a meeting with the Personnel Director, or his or her designee, within five (5) working days after receiving the answer from the Department Head.

Step 4. If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Personnel Director, or his or her designee.

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

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

Grievance Procedure (Cont.)

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.

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 policy grievance shall be directly submitted at the Step 3. level to the Personnel Director, or his/her designee.

27. DISCIPLINE

A. The principles of corrective discipline for employees covered under the terms of this Agreement with respect to recurring minor offense of the same nature as more fully set forth in N.J.A.C. 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 an Association 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 an Association representative, and one copy placed in the employee's personnel file.

Step 3: 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 employee's personnel file.

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

Discipline (Cont.)

the employee 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), an Association representative, and one copy placed in the 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 to the employee, Civil Service (form CS-379), an Association representative, and one copy placed in the 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 to the employee, Civil Service (form CS-379), an Association representative, and one copy placed in the employee's personnel file.

B. 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 reoccurring minor disciplinary action was taken against the employee in the same twelve (12) month period. If there is a minor disciplinary action

Discipline (Cont.)

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

C. 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 inefficiency, incompetency, misconduct, negligence, insubordination or for other sufficient cause; however;

1. An employee who shall be suspended, fined or demoted more than three 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 calendar year shall be served with written charges and have the right to appeal to the Civil Service Commission. The Commission 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 lesser penalty;

2. The appointing authority shall notify the employee and the Department of Civil Service of the reasons for the suspension, fine or demotion regardless of the extent or duration of the disciplinary action;

3. No suspension shall exceed six months.

Discipline (Cont.)

D. Removal

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 Civil Service Commission and copy of said notice shall be sent to the Civil Service Commission and the Association 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 of appeal to the Civil Service Commission.

E. Causes for Removal

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:

1. Neglect of duty;
2. Incompetency or inefficiency;
3. Incapacity due to mental or physical disability;
4. Insubordination or serious breach of discipline;
5. Intoxication while on duty;
6. Chronic or excessive absenteeism;
7. Disorderly or immoral conduct;
8. Willful violation of any of the provisions of the Civil Service Statutes, rules or regulations or other statutes relating to the employemnt of public employees;

Discipline (Cont.)

9. The conviction of any criminal act or offense;
10. Negligence of or willful damage to public property or waste of public supplies;
11. Conduct unbecoming an employee in the public service;
or
12. 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.

F. Any suspension, fine, or demotion, or disciplinary act taken against an employee shall be the subject to the grievance and arbitration procedures herein.

G. N.J.A.C. 4:1-5.15 Departmental Hearing

The employee shall have the right to a departmental hearing in every disciplinary action involving a permanent employee where the contemplated penalty may be:

1. Suspension of more than five days at one time;
2. Suspension or fines more than three times or for an aggregate of more than fifteen (15) days of one calendar year;
3. Demotion; or
4. Removal.

H. Such departmental hearing 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.

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. If the Employer and the employee cannot mutually arrive at a satisfactory arbitrator 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 hear 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 Association, (or the employee if the Association does not pursue arbitration on the employee's behalf). Time extensions may be mutually agreed to by the Employer and the employees.

29. ADHERENCE TO CIVIL SERVICE RULES

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

30. SEPARABILITY CLAUSE

A. 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 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.

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

31. ECONOMY LAYOFFS

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 Association, same shall be on the basis of seniority, beginning with temporary help, then provisional employees, and last, permanent employees, according to procedures specified in the Civil Service 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 Civil Service Rules.

32. 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 Civil Service, the Association shall 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 Civil Service Rules and Regulations and applicable laws, the Employer will notify the Association that a survey is taking place and ask for recommendations and cooperate with the Association regarding said survey.

33. RULES OF EMPLOYER

All rules and regulations promulgated by the Employer for the proper and efficient operation of the employees will be made known to the employees.

34. PERSONNEL FILES

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

B. Employees shall have the right to inspect and review their own individual personnel file upon request to the Employer. The Employer recognized 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 anything found in his/her personnel file. This writing shall become a part of the employee's personnel file

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

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

E. It is further understood and agreed that the files maintained by the County Personnel Director's offices are the official personnel file 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.

Personnel Files (Cont.)

F. Upon written request from the Union, the Employer will furnish information relating to any employees name, address, time in grade and other data relating to seniority and employment status but not as to personal information unless agreed to by the employee in writing.

35. EDUCATIONAL GRANTS

If educational grants are available in accordance with the provisions of the Omnibus Crime Bill, the Employer shall, whenever possible and subject to budgetary availability, work schedules etc., make the benefits of such grants available to the employees.

36. BULLETIN BOARD

The Employer will supply to the Union, a bulletin board to be located in the employee area to be used for Union business and said bulletin board will not be used by the Employer.

37. MILEAGE ALLOWANCE

Whenever an employee is required to use his/her personal vehicle to travel to and from other County Juvenile Facilities, they shall be paid a per mile allowance of twenty cents (20¢). Additional expenses such as parking, tolls, etc., shall be paid upon submission of a receipt and voucher.

In addition, a five dollar and fifty cents (\$5.50) meal allowance will be paid, only in the event that the other County institution does not furnish a meal.

38. EMERGENCY SITUATIONS

This Agreement is predicated upon operations of a normal nature. There may be emergency situations where the letter of this Agreement, because of extenuating circumstances, cannot be followed. In such emergency situations, the terms of this Agreement shall in no way limit, or restrict, the Employer's handling of the emergency. Any disputes arising out of the Employer's handling of the emergency, shall be dealt with in accordance with the grievance procedure.

39. MANAGEMENT RIGHTS

All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

It is further understood that the Employer shall have the direction of the working force, the right to plan the operations, the right to hire, the right to determine the qualifications of applicants for employment, and the right to determine the number and class of employees to be retained in employment. The Employer also retains the right to impose discipline for just cause, including violation of rules and regulations, or other misconduct, subject to the right of the employee adversely affected to appeal through the grievance procedure as specified herein.

All provisions of the Department of Corrections and Youth Services concerning emergencies, announcements, staffing or any unforeseen occurrences will be observed in the interest of maintaining a proper and a safe operating Correctional Facility.

40. COMPUTATION ERRORS

During the term of this Agreement, all computation errors shall be corrected and all corrections shall be made retroactive to the date of the error.

41. SAVINGS CLAUSE

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

42. NO STRIKE OR LOCK-OUT

The Association, any employee, or the Employer shall not interfere, instigate, promote, sponsor, engage in or condone any strike or lock-out. In the event that any employee violates the terms of the no strike clause, the Employer shall have the right to discharge or otherwise discipline such employee.

43. DURATION OF CONTRACT

A. It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1984 until June 30, 1985.

B. This Agreement may be reopened for July 1, 1985 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 June 30, 1985.

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

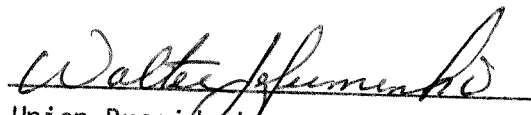
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the parties and caused their proper corporate seals to be affixed the day and the year first above mentioned.

SIGNED, SEALED AND DELIVERED


IN THE PRESENCE OF:


THE MIDDLESEX COUNTY MID MANAGEMENT
YOUTH SERVICES ASSOCIATION


ATTEST: Union Representative


Union President

BOARD OF CHOSEN FREEHOLDERS


ATTEST: Marie J. MacWilliam
Clerk of the Board


Stephen J. Capestro, Director
Board of Chosen Freeholders