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A G R E E M E N T

made between

COUNTY OF MIDDLESEX

and

ROOSEVELT HOSPITAL NON-MEDICAL SUPERVISORS

C.W.A., AFL-CIO

12/24/89 - 12/31/92

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THIS AGREEMENT made the *2nd* day of *August 1990* between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer) and the NON-MEDICAL SUPERVISOR EMPLOYEES OF ROOSEVELT HOSPITAL, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, (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 certified as such by the Public Employment Relations Commission; and

WHEREAS, 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 the negotiations carried on pursuant to Law; however, it is understood that this Agreement contains all the terms and conditions of employment between the County, Roosevelt Hospital, 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:

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 any employee because of race, sex, age, nationality, religion, marital status, handicap, political or union affiliation, and arbitration provisions of this Agreement. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

1. RECOGNITION

The Union is hereby designated as the exclusive bargaining agent for the Non-Medical Supervisors employed by the Roosevelt Hospital in the job titles and salary ranges specified in Page 3-A-B-C. Job descriptions for the specified titles will be available at the Personnel Office upon request. All other titles are excluded.

Any new title authorized for use by the Hospital 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 further agreed to and understood that the Union will be promptly notified of any new employee hires that will be subject to Union Membership.

C W A 1066 SALARY GUIDE
 NON-MEDICAL SUPERVISORS
 DECEMBER 24, 1989 - JUNE 23, 1990

TITLE		
<u>CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>
04687	*ADMIN. ANALYST-HOSPITAL & MEDICAL LIBRARIAN	21,450 - 29,622
00530	ASST. EXECUTIVE HOUSEKEEPER	18,967 - 25,596
01115	CHIEF ELECTROCARDIOGRAPH TECHNICIAN	21,450 - 23,889
01153	CHIEF MEDICAL TECHNOLOGIST	20,428 - 36,810
01159	*CHIEF MICROBIOLOGIST	27,374 - 36,422
01162	*CHIEF OCCUPATIONAL THERAPIST	28,210 - 37,405
01186	*CHIEF PHARMACIST	27,374 - 45,765
01195	*CHIEF PSYCHIATRIC SOCIAL WORKER	33,275 - 57,780
01188	*CHIEF PHYSICAL THERAPIST	28,608 - 44,239
01222	*CHIEF X-RAY TECHNICIAN	21,450 - 34,409
01371	*COORDINATOR OF VOLUNTEER SERVICES	21,079 - 26,877
01531	*DIETICIAN (A.D.A. HR 23,874)	21,361 - 28,491
01534	*DIETICIAN/RD	27,014 - 31,413
01625	*DIRECTOR OF PATIENT SERVICES	25,084 - 40,029
01634	*DIRECTOR OF RECREATION THERAPY	23,648 - 32,700
04780	*DIRECTOR OF SPEECH PATHOLOGY & AUDIOLOGY	28,608 - 39,125
01790	EXECUTIVE HOUSEKEEPER	23,763 - 31,665
01861	*FOOD SERVICE MANAGER	18,528 - 25,596
02260	LAUNDRY MANAGER	21,450 - 34,717
06428	LAUNDRY SUPERVISOR	14,986 - 20,231
02404	*MANAGER RADIOLOGY	25,320 - 36,482
04957	*MEDICAL RECORD ADMINISTRATOR	27,859 - 38,763
00000	*MEDICAL RECORDS SUPERVISOR	21,450 - 23,708
02566	*OCCUPATIONAL THERAPIST SUPERVISOR	27,041 - 30,673
02672	*PHYSICAL THERAPY SUPERVISOR	27,041 - 36,015
02900	*PSYCHIATRIC SOCIAL WORKER SUPERVISOR	29,877 - 48,442
06046	*SENIOR DIETICIAN	27,219 - 35,870
04448	*SUPERVISING COORDINATOR OF VOL. SERVICE PROGRAM	22,566 - 32,124
03848	SUPERVISING ACCOUNT CLERK	16,595 - 25,605
03859	SUPERVISING CLERK	16,595 - 25,486
06731	SUPERVISING GROUNDSKEEPER	15,810 - 26,953
04599	SUPERVISING OMNIBUS OPERATOR - CLASS 1 -	18,528 - 25,596
04026	SUPERVISOR OF HOSPITAL STORES	16,601 - 28,304

* Requires degree, licensure, or certification and are eligible for experience factor.

C W A 1066 SALARY GUIDE

NON-MEDICAL SUPERVISORS

JUNE 24, 1990 - DECEMBER 23, 1990

TITLE		
<u>CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>
04687	*ADMIN. ANALYST-HOSPITAL & MED. LIBRARIAN (NWI+750)	22,200 - 30,372
00530	ASST. EXECUTIVE HOUSEKEEPER (NWI+600)	19,567 - 26,196
01115	CHIEF ELECTROCARDIOGRAPH TECHNICIAN	21,450 - 23,889
01153	CHIEF MEDICAL TECHNOLOGIST	20,428 - 36,810
01159	*CHIEF MICROBIOLOGIST	27,374 - 36,422
01162	*CHIEF OCCUPATIONAL THERAPIST	28,210 - 37,405
01186	*CHIEF PHARMACIST	27,374 - 45,765
01195	*CHIEF PSYCHIATRIC SOCIAL WORKER (NWI+500)	33,775 - 58,280
01188	*CHIEF PHYSICAL THERAPIST	28,608 - 44,239
01222	*CHIEF X-RAY TECHNICIAN	21,450 - 34,409
01371	*COORDINATOR OF VOLUNTEER SERVICES	21,079 - 26,877
01531	*DIETICIAN (A.D.A. HR 24,374) (NWI+500)	21,861 - 28,991
01534	*DIETICIAN/RD (NWI+500)	27,514 - 31,913
01625	*DIRECTOR OF PATIENT SERVICES	25,084 - 40,029
01634	*DIRECTOR OF RECREATION THERAPY	23,648 - 32,700
04780	*DIRECTOR OF SPEECH PATHOLOGY & AUDIOLOGY	28,608 - 39,125
01790	EXECUTIVE HOUSEKEEPER	23,763 - 31,665
01861	*FOOD SERVICE MANAGER (NWI+300)	18,828 - 25,896
02260	LAUNDRY MANAGER (NWI+600)	22,050 - 35,317
06428	LAUNDRY SUPERVISOR (NWI+600)	15,586 - 20,831
02404	*MANAGER RADIOLOGY	25,320 - 36,482
04957	*MEDICAL RECORD ADMINISTRATOR (NWI+750)	28,609 - 39,513
00000	*MEDICAL RECORDS SUPERVISOR (NWI+600)	22,150 - 24,208
02566	*OCCUPATIONAL THERAPIST SUPERVISOR	27,041 - 30,673
02672	*PHYSICAL THERAPY SUPERVISOR	27,041 - 36,015
02900	*PSYCHIATRIC SOCIAL WKR. SUPERVISOR (NWI+500)	30,377 - 48,942
06046	*SENIOR DIETICIAN (NWI+500)	27,719 - 36,370
04448	*SUPERVISING COORDINATOR OF VOL. SERVICE PROGRAM	22,566 - 32,124
03848	SUPERVISING ACCOUNT CLERK (NWI+700)	17,295 - 26,305
03859	SUPERVISING CLERK (NWI+700)	17,295 - 26,186
06731	SUPERVISING GROUNDSKEEPER	15,810 - 26,953
04599	SUPERVISING OMNIBUS OPERATOR- CLASS 1 (NWI+600)	19,128 - 26,196
04026	SUPERVISOR OF HOSPITAL STORES (NWI+600)	17,201 - 28,904

* Requires degree, licensure, or certification and are eligible for experience factor.

NON-MEDICAL SUPERVISORS

DECEMBER 23, 1990 - JUNE 22, 1991

TITLE		
<u>CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>
04687	*ADMIN. ANALYST-HOSPITAL & MEDICAL LIBRARIAN	23,532 - 32,194
00530	ASST. EXECUTIVE HOUSEKEEPER	20,741 - 27,768
01115	CHIEF ELECTROCARDIOGRAPH TECHNICIAN	22,737 - 25,322
01153	CHIEF MEDICAL TECHNOLOGIST	21,653 - 39,019
01159	*CHIEF MICROBIOLOGIST	29,016 - 38,607
01162	*CHIEF OCCUPATIONAL THERAPIST	29,903 - 39,649
01186	*CHIEF PHARMACIST	29,016 - 48,511
01195	*CHIEF PSYCHIATRIC SOCIAL WORKER	35,802 - 61,777
01188	*CHIEF PHYSICAL THERAPIST	30,324 - 46,893
01222	*CHIEF X-RAY TECHNICIAN	22,737 - 36,474
01371	*COORDINATOR OF VOLUNTEER SERVICES	22,344 - 28,490
01531	*DIETICIAN (A.D.A. HR 24,374)	23,174 - 30,730
01534	*DIETICIAN/RD	29,165 - 33,828
01625	*DIRECTOR OF PATIENT SERVICES	26,589 - 42,431
01634	*DIRECTOR OF RECREATION THERAPY	25,067 - 34,662
04780	*DIRECTOR OF SPEECH PATHOLOGY & AUDIOLOGY	30,324 - 41,473
01790	EXECUTIVE HOUSEKEEPER	25,189 - 33,565
01861	*FOOD SERVICE MANAGER	19,958 - 27,450
02260	LAUNDRY MANAGER	23,373 - 37,436
06428	LAUNDRY SUPERVISOR	16,521 - 22,081
02404	*MANAGER RADIOLOGY	26,839 - 38,671
04957	*MEDICAL RECORD ADMINISTRATOR	30,325 - 41,884
00000	*MEDICAL RECORDS SUPERVISOR	23,479 - 25,660
02566	*OCCUPATIONAL THERAPIST SUPERVISOR	28,663 - 32,513
02672	*PHYSICAL THERAPY SUPERVISOR	28,663 - 38,175
02900	*PSYCHIATRIC SOCIAL WORKER SUPERVISOR	32,200 - 51,879
06046	*SENIOR DIETICIAN	29,382 - 38,552
04448	*SUPERVISING COORDINATOR OF VOL. SERVICE PROGRAM	23,920 - 34,051
03848	SUPERVISING ACCOUNT CLERK	18,333 - 27,883
03859	SUPERVISING CLERK	18,333 - 27,757
06731	SUPERVISING GROUNDSKEEPER	16,759 - 28,570
04599	SUPERVISING OMNIBUS OPERATOR - CLASS 1	20,276 - 27,768
04026	SUPERVISOR OF HOSPITAL STORES	18,233 - 30,638

* Requires degree, licensure, or certification and are eligible for experience factor.

C W A 1066 SALARY GUIDE
NON-MEDICAL SUPERVISORS
JUNE 23, 1991 - DECEMBER 22, 1991

TITLE		
<u>CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>
04687	*ADMIN. ANALYST-HOSPITAL & MED. LIBRARIAN (NWI+200)	23,732 - 32,394
00530	ASST. EXECUTIVE HOUSEKEEPER (NWI+200)	20,941 - 27,968
01115	CHIEF ELECTROCARDIOGRAPH TECHNICIAN	21,450 - 23,889
01153	CHIEF MEDICAL TECHNOLOGIST	20,428 - 36,810
01159	*CHIEF MICROBIOLOGIST	27,374 - 36,422
01162	*CHIEF OCCUPATIONAL THERAPIST	28,210 - 37,405
01186	*CHIEF PHARMACIST	27,374 - 45,765
01195	*CHIEF PSYCHIATRIC SOCIAL WORKER	33,775 - 58,280
01188	*CHIEF PHYSICAL THERAPIST	28,608 - 44,239
01222	*CHIEF X-RAY TECHNICIAN	21,450 - 34,409
01371	*COORDINATOR OF VOLUNTEER SERVICES	21,079 - 26,877
01531	*DIETICIAN (A.D.A. HR,24,374)	21,861 - 28,991
01534	*DIETICIAN/RD	27,514 - 31,913
01625	*DIRECTOR OF PATIENT SERVICES	25,084 - 40,029
01634	*DIRECTOR OF RECREATION THERAPY	23,648 - 32,700
04780	*DIRECTOR OF SPEECH PATHOLOGY & AUDIOLOGY	28,608 - 39,125
01790	EXECUTIVE HOUSEKEEPER	23,763 - 31,665
01861	*FOOD SERVICE MANAGER	18,828 - 25,896
02260	LAUNDRY MANAGER (NWI+200)	23,573 - 37,636
06428	LAUNDRY SUPERVISOR (NWI+200)	16,721 - 22,281
02404	*MANAGER RADIOLOGY	25,320 - 36,482
04957	*MEDICAL RECORD ADMINISTRATOR (NWI+200)	30,525 - 42,084
00000	*MEDICAL RECORDS SUPERVISOR (NWI+200)	23,679 - 25,860
02566	*OCCUPATIONAL THERAPIST SUPERVISOR	27,041 - 30,673
02672	*PHYSICAL THERAPY SUPERVISOR	27,041 - 36,015
02900	*PSYCHIATRIC SOCIAL WORKER SUPERVISOR	30,377 - 48,942
06046	*SENIOR DIETICIAN	27,719 - 36,370
04448	*SUPERVISING COORDINATOR OF VOL. SERVICE PROGRAM	22,566 - 32,124
03848	SUPERVISING ACCOUNT CLERK (NWI+700)	19,033 - 28,583
03859	SUPERVISING CLERK (NWI+700)	19,033 - 28,457
06731	SUPERVISING GROUNDSKEEPER	15,810 - 26,953
04599	SUPERVISING OMNIBUS OPERATOR- CLASS 1 (NWI+200)	20,476 - 27,968
04026	SUPERVISOR OF HOSPITAL STORES (NWI+200)	18,433 - 30,838

* Requires degree, licensure, or certification and are eligible for experience factor.

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C W A 1066 SALARY GUIDE
NON-MEDICAL SUPERVISORS
DECEMBER 22, 1991 - JUNE 20, 1992

<u>TITLE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>
04687	*ADMIN. ANALYST-HOSPITAL & MEDICAL LIBRARIAN	25,156 - 34,338
00530	ASST. EXECUTIVE HOUSEKEEPER	22,197 - 29,646
01115	CHIEF ELECTROCARDIOGRAPH TECHNICIAN	22,737 - 25,322
01153	CHIEF MEDICAL TECHNOLOGIST	21,654 - 39,019
01159	*CHIEF MICROBIOLOGIST	29,016 - 38,607
01162	*CHIEF OCCUPATIONAL THERAPIST	29,903 - 39,649
01186	*CHIEF PHARMACIST	29,016 - 48,511
01195	*CHIEF PSYCHIATRIC SOCIAL WORKER	35,802 - 61,777
01188	*CHIEF PHYSICAL THERAPIST	30,324 - 46,893
01222	*CHIEF X-RAY TECHNICIAN	22,737 - 36,474
01371	*COORDINATOR OF VOLUNTEER SERVICES	22,344 - 28,490
01531	*DIETICIAN (A.D.A. HR 24,374)	23,173 - 30,730
01534	*DIETICIAN/RD	29,165 - 33,828
01625	*DIRECTOR OF PATIENT SERVICES	26,589 - 42,431
01634	*DIRECTOR OF RECREATION THERAPY	25,067 - 34,662
04780	*DIRECTOR OF SPEECH PATHOLOGY & AUDIOLOGY	30,324 - 41,473
01790	EXECUTIVE HOUSEKEEPER	25,189 - 33,565
01861	*FOOD SERVICE MANAGER	19,958 - 27,450
02260	LAUNDRY MANAGER	24,987 - 39,894
06428	LAUNDRY SUPERVISOR	17,724 - 23,618
02404	*MANAGER RADIOLOGY	26,839 - 38,671
04957	*MEDICAL RECORD ADMINISTRATOR	32,357 - 44,609
00000	*MEDICAL RECORDS SUPERVISOR	25,100 - 27,412
02566	*OCCUPATIONAL THERAPIST SUPERVISOR	28,663 - 32,513
02672	*PHYSICAL THERAPY SUPERVISOR	28,663 - 38,176
02900	*PSYCHIATRIC SOCIAL WORKER SUPERVISOR	32,199 - 51,879
06046	*SENIOR DIETICIAN	29,382 - 38,552
04448	*SUPERVISING COORDINATOR OF VOL. SERVICE PROGRAM	23,920 - 34,051
03848	SUPERVISING ACCOUNT CLERK	20,175 - 30,298
03859	SUPERVISING CLERK	20,175 - 30,164
06731	SUPERVISING GROUNDSKEEPER	16,759 - 28,570
04599	SUPERVISING OMNIBUS OPERATOR - CLASS 1	21,705 - 29,646
04026	SUPERVISOR OF HOSPITAL STORES	19,539 - 32,688

* Requires degree, licensure, or certification and are eligible for experience factor.

C W A 1066 SALARY GUIDE
 NON-MEDICAL SUPERVISORS
 JUNE 21, 1992 - DECEMBER 31, 1992

TITLE		
<u>CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>
04687	*ADMIN. ANALYST-HOSPITAL & MEDICAL LIBRARIAN	25,156 - 34,338
00530	ASST. EXECUTIVE HOUSEKEEPER	22,197 - 29,646
01115	CHIEF ELECTROCARDIOGRAPH TECHNICIAN	22,737 - 25,322
01153	CHIEF MEDICAL TECHNOLOGIST	21,654 - 39,019
01159	*CHIEF MICROBIOLOGIST	29,016 - 38,607
01162	*CHIEF OCCUPATIONAL THERAPIST	29,903 - 39,649
01186	*CHIEF PHARMACIST	29,016 - 48,511
01195	*CHIEF PSYCHIATRIC SOCIAL WORKER	35,802 - 61,777
01188	*CHIEF PHYSICAL THERAPIST	30,324 - 46,893
01222	*CHIEF X-RAY TECHNICIAN	22,737 - 36,474
01371	*COORDINATOR OF VOLUNTEER SERVICES	22,344 - 28,490
01531	*DIETICIAN (A.D.A. HR 24,374)	23,173 - 30,730
01534	*DIETICIAN/RD	29,165 - 33,828
01625	*DIRECTOR OF PATIENT SERVICES	26,589 - 42,431
01634	*DIRECTOR OF RECREATION THERAPY	25,067 - 34,662
04780	*DIRECTOR OF SPEECH PATHOLOGY & AUDIOLOGY	30,324 - 41,473
01790	EXECUTIVE HOUSEKEEPER	25,189 - 33,565
01861	*FOOD SERVICE MANAGER	19,958 - 27,450
02260	LAUNDRY MANAGER	24,987 - 39,894
06428	LAUNDRY SUPERVISOR	17,724 - 23,618
02404	*MANAGER RADIOLOGY	26,839 - 38,671
04957	*MEDICAL RECORD ADMINISTRATOR	32,357 - 44,609
00000	*MEDICAL RECORDS SUPERVISOR	25,100 - 27,412
02566	*OCCUPATIONAL THERAPIST SUPERVISOR	28,663 - 32,513
02672	*PHYSICAL THERAPY SUPERVISOR	28,663 - 38,176
02900	*PSYCHIATRIC SOCIAL WORKER SUPERVISOR	32,199 - 51,879
06046	*SENIOR DIETICIAN	29,382 - 38,552
04448	*SUPERVISING COORDINATOR OF VOL. SERVICE PROGRAM	23,920 - 34,051
03848	SUPERVISING ACCOUNT CLERK (NWI+350)	20,525 - 30,648
03859	SUPERVISING CLERK (NWI+350)	20,525 - 30,514
06731	SUPERVISING GROUNDSKEEPER	16,759 - 28,570
04599	SUPERVISING OMNIBUS OPERATOR - CLASS 1	21,705 - 29,646
04026	SUPERVISOR OF HOSPITAL STORES	19,539 - 32,688

* Requires degree, licensure, or certification and are eligible for experience factor.

2. AUTHORIZED REPRESENTATIVES

Authorized Representatives of the bargaining unit, with Supervisor's permission shall have the right to enter upon the premises of the Employer during working hours for the purpose of negotiations and grievance procedure relative to enforcement of the final agreement reached, so long as such visits do not interfere with proper service to the public or ongoing workday schedules. It is also understood that no employee shall engage in any Union activity during the employee's working hours. Also, no Union literature is to be distributed in working locations at any time.

It is agreed that the Union will furnish to the Middlesex County Personnel Offices, a list of duly elected stewards as of the first day of the current contract year.

(A) Agency Shop

The County Comptroller and the County Treasurer shall be and are hereby authorized and directed to deduct from the pay of each employee who furnished a written authorization for such deduction per authorization card exhibited on the last page of this contract during each calendar month, the amount of monthly Union dues or such other amount as may be certified to the Employer and Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

The County further agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, an amount equal to eighty-five percent (85%) of the month Union dues, during each calendar month, commencing with the third (3rd) month of employment of such employee, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union President.

Deduction of Union dues made pursuant hereto shall be remitted by the County to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, Northwest, Washington, D.C. 20006, by the tenth (10th) day of the month following the calendar month in which such deductions were made.

Dues deductions for any employee in this bargaining unit shall be limited to the Communications Workers of America, the duly certified majority representative.

There is hereby established, pursuant to Chapter 477, P.L. 1979 of New Jersey, a "demand and return" system which is available to those employees who pay to the Union as majority representative of a particular unit, a representation fee in lieu of dues as provided for in the foregoing law or any amendments thereto.

(A) Criteria for Demand and Return: Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings hereinafter set forth, a return of any part of that fee paid by him which represents the employee's additional pro-rata share of expenditures by the majority

representative that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro-rata share subject to refund shall not reflect; however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contracts administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public employer.

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

3. WAGES

Effective and retroactive to December 24, 1989 each eligible employee shall receive a Negotiated Wage Increase of five and one-half percent (5.5%) based upon their December 23, 1989 base salaries plus adjustments after the application of the Negotiated Wage Increase for the titles indicated per the attached salary schedule for the contractual year 1990.

Effective and retroactive to December 23, 1990 each eligible employee shall receive a Negotiated Wage Increase of six percent (6.0%) based upon their December 22, 1990 base salaries plus adjustments after the application of the Negotiated Wage Increase for the titles indicated per the attached salary schedule for the contractual year 1991.

Effective and retroactive to December 22, 1991 each eligible employee shall receive a Negotiated Wage Increase of six percent (6.0%) based upon their December 21, 1991 base salaries plus adjustments after the application of the Negotiated Wage Increase for the titles indicated per the attached salary schedule for the contractual year 1992.

The minimums and maximums shall be increased by the above Negotiated Wage Increases and any title up-grades in each year of this contract.

Wage Increase Eligibility: All employees in this bargaining unit being carried on the County Payroll, or on approved leaves of absence upon their return, will receive a wage increase negotiated in the following manner and with the following exceptions:

(a) Employees who are assigned duties in a higher grade and perform the required duties in the higher grade shall receive one dollar and fifty cents (\$1.50) per hour, or the minimum of the base salary of the higher title, whichever is greater. This shall be in addition to his/her regular straight time for the hours worked in a higher position grade, until such time he/she no longer performs duties of a higher grade.

Wages (Cont.)

(b) Employees prior to the execution of the contract and currently not on the payroll at 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. It is understood that the Negotiated Wage Increase will be payable to the employee on an authorized leave of absence for that period of time actually worked during the effective period of the contract.

(c) It is further agreed to and understood that any Dietician while employed at Roosevelt and receives accreditation from the American Dietetics Association, will receive one range increase of six percent (6%), or the minimum of the range, whichever is greater.

It is also agreed to and understood that any A.D.A. Dietician, who becomes a Registered Dietician while employed by Roosevelt Hospital, will receive one range increase of six percent (6%), or the minimum of the range, whichever is greater.

4. HOURS OF WORK

The normal work hours for the bargaining unit are to be as follows: First shifts are to be considered 6:00 a.m. to 2:00 p.m., 9:00 a.m. to 5:00 p.m., or 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 times 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.

5. BREAKS

All employees shall receive a fifteen (15) minute break for each half day period of work, morning and afternoon.

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

6. OVERTIME

(a) All employees shall be expected to complete their work in the time allotted for the normal working day. Any employees scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half in pay. An overtime schedule shall be posted and kept in date indicating the overtime hours worked by the employees in their respective departments.

(b) Employees requested to work overtime beyond the thirty-five (35) hour work week and who are requested to work on Saturday or Sunday, the sixth or seventh consecutive work day, will be paid time and one-half in pay.

(c) It is understood that an employee may request compensatory time for the overtime worked. However, the Hospital Administration retains the final authority on the right to grant compensatory time.

(d) Overtime shall be scheduled by seniority, on a reasonably equalized basis where such work is in the nature and normal routine of the job. Seniority shall mean date of hire in that title and shall include current uninterrupted service.

(e) Call Back Time: If an employee is called back to work, these rules will apply: Any employee called in after a normal shift or workday shall receive a minimum of four (4) hours pay at time and one-half. The call back begins when an employee reports on the job. Stand-by pay shall apply to Rape Social Services, X-Ray, and Laboratory employees required to stand-by on the following basis:

Overtime (Cont.)

Weekday - \$15.00 /day

Saturday and & Sunday - \$25.00/day

Holidays - \$45.00/day

(f) 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 by means of the bargaining process. The only exceptions to this policy will be represented by promotion to a higher position. In these cases, the promotion policy as contained in this contract will be observed.

(g) Shift Differential: The shift differential for the second shift (3:00 p.m. to 11:00 p.m.) shall be sixty cents (60¢) for the contract year 1990. The shift differential for that same shift shall increase to sixty-five (65¢) for the contract year 1991 and shall increase to seventy cents (70¢) for the contract year 1992.

The shift differential for the third shift (11:00 p.m to 7:00 a.m.) shall be fifty cents (50¢) for the contract year 1990. That shift differential for that same shift shall increase to fifty-five (55¢) cents for the contract year 1992 and shall increase to sixty cents (60¢) for the contract year 1992.

Recreational Therapists and Dietician: Working the hours from 11:00 a.m. to 7:00 p.m. shall receive a differential of sixty-five cents (65¢) for the contract year 1990. The shift differential for that same shift shall increase to seventy-cents (70¢) for the contract year 1991 and shall increase to seventy-five (75¢) for the contract year 1992.

(h) Promotions: Any employee promoted by certification or appointment will receive a six percent (6%) increase on his/her annual base salary at the time of appointment. If the six percent (6.%) does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

(i) Demotions: Employees who are demoted shall receive a five point six seven percent (5.67%) reduction in salary or be placed on the maximum of the demotional range whichever results in the lower salary.

(j) New Employees: It is the intention of Middlesex County in cooperation with the bargaining unit, to start all new employees with the bargaining unit at the minimum rate range. Exceptions to this policy, if they should occur, will be communicated to the Union President.

(k) Weekend Differential: Employees covered under this Agreement working Saturday or Sunday will receive eighty cents (80¢) for the contract year 1990, For the contract year 1991 the weekend differential for employees working Saturday or Sunday shall be eighty-five cents (85¢). For the contract year 1992 the weekend differential for employees working Saturday or Sunday shall be ninety cents (90¢).

7. SEASONAL EMPLOYEES (SUMMER HELP)

Indirect benefits will be limited to Workmen's Compensation and those 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.

8. MEDICAL BENEFITS

All full-time employees and employees' eligible family (as defined by New Jersey State Medical Benefits (traditional medical coverage) shall be covered by traditional medical coverage at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

A. Health Maintenance Organization (H.M.O.): Several Health Maintenance Organizations are available to the employee as an alternate to traditional medical coverage, 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.

B. Dental Plan: The union hereby acknowledges that the County has solicited and received bids for a new dental plan. If the current dental premiums increase in cost, and if employee elects either the modified coverage (36% employee participation) or the family coverage (55% employee participation) the employee's monthly cost for said coverage shall also proportionately increase provided the employee's monthly cost does not increase by more than 15% of the employee's current monthly share.

If the employee's monthly cost increases greater than 15% of employee's current monthly share, County and Union agree to meet, discuss and negotiate the impact of any employee's cost increase greater than 15% of employee's current monthly share.

The employer agrees to contribute to the prepaid DMO plan the same amount as it contributed for the basic plan.

Retirees who retire within the meaning of PERS shall be entitled at their own expense at group rates to purchase dental and prescription care, including any additional administrative fee the plan may charge.

Medical Benefits (Cont.)

C. 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.

D. Payment of N.J. State Medical Benefits - Traditional Medical Coverage 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/her 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 traditional medical coverage and major medical.

E. 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	- \$50.00
Lenses and Frames	
- or -	
Contact Lenses	- \$60.00

This reimbursement shall not exceed and is limited to a total of -
- \$110.00

for a combined cost for the above.

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

F. New Jersey State Temporary Disability Program: The County agrees to provide disability insurance through the New Jersey State Temporary Disability Benefits Program effective January 1, 1981 in accordance with P.L. 1980, Chapter 18, approved March 26, 1980. It is understood that said law requires contribution from employer and the employee.

Medical Benefits (Cont.)

G. Extended Medical Benefits: The Hospital will extend, to a maximum period of ninety (90) days, the health insurance coverage of eligible employees and their covered dependents enrolled in the State Health Benefits program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted approved sick leave without pay, with the Hospital Paying the cost.

9. HOLIDAYS

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

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

Employees in this bargaining unit who are subject to a five day operating schedule shall observe and be paid for holidays in accordance with the County holiday posted observance schedule.

Employees in this bargaining unit who are subject to a seven day operating schedule shall observe and be paid for the holidays on the days they occur.

Holidays not worked shall be counted as days worked for overtime computation in computing the sixth or seventh consecutive days of work at

Holidays (Cont.)

the rate of time and one-half ($1\frac{1}{2}$). However, it is understood and agreed that personal days and sick days will not be counted or used in computing overtime pay for hours worked in excess of the normal work week.

It is further agreed and understood that if any employee gives a five (5) day prior notice and takes a vacation day and then is scheduled to work Saturday or Sunday, their sixth or seventh work day, then the vacation day will be counted as a day worked for overtime computation.

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.

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

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

Effective January 1, 1990 New Year's Day, Thanksgiving Day, Christmas Day, and the fourth of July are to be designated as major holidays and shall be observed on the actual calendar day they occur. Unit members who work these days shall receive double-time as holiday pay plus the regular rate of pay for those hours worked.

In order to be eligible for holiday pay, an employee shall work his/her last scheduled work day prior to the holiday and the next scheduled work day following the holiday. Exceptions to this provision shall be by authorized absences or verifiable illness, if requested.

10/11. 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. 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 day per third month of employment completed in the year said employment is terminated.

12. BEREAVEMENT

All full-time employees shall be eligible to receive a maximum of five (5) full-time days leave in the event of the death of his/her spouse or child.

All full time employees shall be eligible to receive a maximum of three (3) full-time days leave in the event of the death of his/her current son-in-law, current daughter-in-law, parent, current mother-in-law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunts, and uncles.

It is understood and agreed that his Bereavement Leave will be communicated to the Department Head by the employee, and said employee shall be granted three (3) or five (5) days leave of absence (as stated above) consisting of three (3) or five (5) working days next following the day of death. -Or- the time of bereavement leave will be allowed to be taken within a ten (10) day period at the discretion of the employee with a prior notification to his/her Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) or five (5) days. However, it is understood that the hours not worked, shall be used in computing overtime pay for hours worked in excess of thirty-five (35) in the work week or any other pay.

13. 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 to 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 calendar year ending December 31st.

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 days shall be deducted from the final pay.

All employees shall be granted vacation leave based upon the following schedule:

<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 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.

Vacation time accumulating will be based on the New Jersey State Department of Personnel Ruling now in effect.

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 Roosevelt Hospital 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, which shall mean day of hire. Vacation time may be used on less than a full vacation basis by agreement of the employee's immediate supervisor. It shall be assumed that an employee with one or more years of service will remain in service for a full calendar year or portion thereof for that year when requested as permitted by the vacation schedule.

Any employee leaving the services of the County shall be paid on a pro-rated basis of one day for each month of service for the portion of his/her unused vacation.

14. SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter ($1\frac{1}{4}$) 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 employee at the beginning of each successive calendar year.

In the event that the Hospital requires a Doctor's certificate to verify an illness, the Hospital will reimburse the employee for half the cost incurred in obtaining said verification. The total cost to Roosevelt Hospital shall be limited to the amount of twenty-five (\$25.00) dollars.

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 4-2.4 and 4-2.6 or any Amendments or supplements thereto.

15. LONGEVITY

All eligible employees shall be entitled to receive longevity which will be based upon their salary (maximum base \$30,000) as of December 31st of the previous calendar year, starting with the completion of the eighth (8th) year of service as follows:

9 through 15 years of service = 2%

16 through 20 years of service = 5%

21 years and over = 7%

The rate of longevity is to be based upon Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the Employer on March 18, 1971, and as amended.

Employees who become eligible for longevity in the year 1989 shall be so compensated effective January 1, 1990 with no retroactivity for the year 1989.

16. GRIEVANCE PROCEDURE

Definition: A grievance procedure is any alleged violation of this Agreement, or any dispute with regard to its meaning or application. The term "grievance" and the grievance procedure set forth herein shall not apply to matter involving the sole and exclusive discretion of the Board of Freeholders.

Step 1. The employer's Shop Steward shall present, in writing, the Employee's grievance or dispute to the employee's immediate supervisor within ten (10) working days of its occurrence. The Supervisor shall hear the grievance, attempt to adjust the matter, and shall respond to the employee, in writing, within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented, in writing, by the employee to the Director of the Hospital or his designee within five (5) working days after the Supervisor's response is due. The Director or his designee shall respond to the employee, in writing, within five (5) working days.

Step 3. If the grievance still remains unsettled or unanswered by the Director, or his designee, it shall be sent by the employee representative to the County Personnel Director, in writing, within seven (7) days after the response of the Director or his designee. The County Personnel Director shall respond, in writing, to the employee within ten (10) working days. The Union President or his designee may request a meeting with the

Personnel Director within five (5) working days after receiving the answer from the County Personnel Director.

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

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 Employees. 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 New Jersey State Department of Personnel which might be pertinent, and tender his award in writing, which shall be advisory. The cost of the arbitrator's fee shall be shared by the Employer and Employee Union. Time extensions may be mutually agreed to by the Employer and the employees.

Specific Issue Arbitration: It is further agreed to and understood that either party or both may petition for a binding principle decision on a specific issue through the advisory arbitrator, which shall be a final decision on the specific issue addressed. The cost of the arbitrator's fee shall be shared by the Employer and the Union. Time extensions may be mutually agreed to by the Employer and the employees.

Employee's grievances shall be presented on forms prepared by the County, the grievance procedure, as contained in this contract, shall be strictly adhered to. It is understood that prior to the Union filing any charge with any agency, it will notify the Hospital Administration. It is understood and agreed that any settlement of a grievance is limited to the date of the filing of the grievance.

17. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES

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

18. ECONOMY LAYOFFS

The Employer agrees that in the event of employee layoffs for economy reasons with good faith demonstrated on the part of the Employer to the Union, same shall be on the basis of seniority in permanent New Jersey State Department of Personnel Rules and Regulations.

It is further agreed to and understood that during an economy layoff, provisional employees shall be laid off on the basis of the inverse order of seniority in the New Jersey State Department of Personnel Classification on an as needed basis. Should the opportunity for rehire exist, those provisional employees laid off shall be given the first opportunity for rehire on the basis of seniority in the New Jersey State Department of Personnel Classification.

19. PART-TIME EMPLOYEES

All permanent part-time employees, including 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.

Bereavement Leave: Part-time employees shall be eligible for one (1) day bereavement leave on the same basis as such leave is available for full-time employees.

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 1½ days of sick leave. (8 hour employees = 176 hours -- 7 hour employees = 154 hours.)

Holidays: It is further agreed to and understood that regular part-time employees working a holiday will be paid overtime holiday applicable pay rates for the hours worked. Part-time employees shall be given the pro-rata number of hours holiday pay based upon the percentage of regular scheduled hours to the thirty-five (35) hour work week.

Personal Days: Part-time employees working three (3) days per week, twenty-one (21) hours or less for a period of not less than six (6) months, shall receive one (1) personal day. Part-time employees working

twenty-two (22) to thirty-four (34) hours for a period of not less than six (6) months shall receive an additional one (1) personal day.

Hospital and Dental Programs, Drug Prescription Plan, and Vision Care Program: Part-time employees will be covered if they are scheduled for and do work twenty (20) hours or more each work week.

Longevity: Part-time employees are not entitled to longevity.

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 fifteen hundred dollars (\$1,500.00) a year and are paid in each quarter of the year.

20. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

All permanent employees covered under the terms 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) which is credited to him/her on the employment records and certified 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.

YEARLY SICK TIME BUYOUT

At the end of each contract year, an employee may option to apply for and receive cash payment for sick days credited and not used during the current year.

Payment may be made in the amount of one day's pay for every three days credited and not used to a maximum of five days.

At time of purchase, the remaining sick days not bought out will be carried over and credited to the employee.

Employees having used six days of sick leave or less out of fifteen sick days credited per current year qualify for participation.

Employees having used seven days of sick leave or more out of fifteen sick days credited per current year are not eligible for participation.

During an employee's first calender year of employment, credited sick days and eligibility for buy-out will be on a pro-rata basis.

Part-time workers, working twenty or more hours per week, will be credited with sick days and their eligibility for buy-out on a pro-rata basis. When cashing in fractions, they will be rounded out to the nearest one-half ($\frac{1}{2}$) day.

Eligible employees applying for sick time buy-out will do so on December 15th of each current year by signing an authorization card provided by the County. Payment will be made prior to the end of the following month, namely, January, and shall be in a separate check.

21. PERSONNEL FILES

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

22. MATERNITY LEAVE

Employees may 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 presentation of a doctor's certificate and with the approval of the Department Head and the Freeholder in charge.

Permanent employees who are without accrued vacation or sick leave may be granted a leave without pay not to exceed six (6) months, subject to the same conditions as listed above.

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 as is authorized by law, such leave of absence shall be in addition to vacation.

24. 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.

25. DISCIPLINE OR DISCHARGE

No employee shall be disciplined or discharged without just cause. Any such action taken shall be subject to the grievance procedure herein set forth.

It is further agreed to and understood that the Union shall be notified of all pending disciplinary actions. Also, unfavorable, derogatory, or negative evaluations and warning notices will be deleted from the employee's personnel file providing there are no re-occurring incidences for a period of one (1) year.

All employees shall have the right to a hearing in accordance with New Jersey State Department of Personnel rules prior to being terminated or demoted.

26. 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 president of the local union 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. With reference to filling vacancies, employees in the line of work involved shall have first consideration in order of seniority.

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

Section 4. Job Recall: Will be made in accordance with New Jersey State Department of Personnel Rules.

Section 5. The determination of abilities and qualifications of an employee shall be made by management.

27. RIGHTS AND PRIVILEGES OF THE BARGAINING UNIT

(a) The Employer agrees to make available to the Union all public information concerning the County together with information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the County Personnel Director.

(b) Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations or grievance procedures, he/she shall suffer no loss in pay.

(c) The Union will have the use of bulletin boards to disseminate Union information.

28. SAFETY

(a) The Employer agrees to assure the safety and adequacy of all working areas and equipment provided for employment use.

(b) The Union will appoint a member of the Union to the Safety Committee.

(c) Where safety equipment is provided, it is the responsibility of the employee to utilize such equipment.

29. MEAL TIME HOURS

Employees in this bargaining unit will be provided one (1) meal a day for each day worked within the prescribed hours; however, it is understood that meal hours as defined are subject to change in order to insure proper hospital care in an eventuality that may occur.

<u>Shift</u>	<u>Meal</u>
8:30 a.m. - 4:15 p.m.	11:00 a.m. - 1:00 p.m.

Overtime Meals: Any employee who is required to work ten (10) or more hours of work on a shift or workday, shall receive an additional thirty (30) minutes for mealtime, with time and one-half (1½) pay.

30. UNIFORM PROVISION

The employee holding the following titles shall continue to receive a smock in accordance with the present issuing policy.

Supervisor Employees' Titles

Chief Medical Technician
Chief Microbiologist
Chief Pharmacist
Dietician

Director of Recreation Therapy, Supervisor Hospital Stores, Supervising Groundskeeper, Laundry Supervisor, and Assistant Laundry Supervisor shall receive a two hundred and twenty-five dollar (\$225.00) clothing allowance for the contract year 1990. For the contract year 1991 this clothing allowance shall be two hundred and fifty dollars (\$250.00). For the contract year 1992, the clothing allowance shall be two hundred and seventy-five dollars (\$275.00). Eligibility for this uniform allowance will be limited to those employees who have been employed by Roosevelt Hospital for six (6) months or more. The uniform allowance for those eligible employees employed less than one year shall be prorated. The type, color, etc., is to be determined by the hospital administration.

Uniform allowance will be paid in the last pay period in December.

31. REQUIRED LICENSURES

Required licensures as stipulated by title (Appendix 2-A) shall be paid for by Hospital Administration.

One (1) member for each Department will be entitled to membership in professional associations with dues paid by the County where membership participation is non-required and recognized by the Hospital Administration. (List of Associations as attached - Appendix 1-A).

31A. EXPERIENCE FACTOR

2 years	=	\$ 200	=	Total payment
3 years	=	\$ 400	=	Total payment
4 years	=	\$ 600	=	Total payment
5 years	=	\$1000	=	Total payment

Employees with required licensures or required college degrees shall, on their anniversary date of hire, receive an experience factor in accordance with the above table.

32. MILEAGE

Twenty-two cents (22¢) per mile allowance shall be paid to the employees of this unit should they be assigned County representative duties using their own autos. Any increase in the allowance approved by the Board of Chosen Freeholders shall automatically apply.

33. EMPLOYEE PHYSICALS

Employees wishing to have their own physicals taken at the Hospital may do so during their scheduled working hours. If any employee elects to have his/her physical taken on other than their scheduled working hours (with their personal physician) they may do so on their own time and at their own expense. (The aforementioned refers only to physicals after initial employment.)

34. LABOR MANAGEMENT

A labor management committee consisting of two (2) members of the bargaining unit will meet on a quarterly basis with the Hospital Director or his/her designee to discuss improvements and procedures in patient care. However, any changes to be made will be determined by the Hospital Administration.

34A. 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 New Jersey State Department of Personnel, the Association 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 New Jersey State Department of Personnel 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.

35. SAVINGS CLAUSE

It is mutually understood and agreed that benefits currently enjoyed shall remain in effect as of the date of this Agreement.

36. MANAGEMENT RIGHTS

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

37. RULES OF EMPLOYER

All rules and regulations promulgated by the Employer will be observed by the employees.

38. UNION CONFERENCE DAYS

Union members to be designated by the Union shall be granted thirteen (13) paid and six (6) unpaid aggregate days per calendar year to attend a Union conference or convention. If attended during scheduled working days, the Union shall request these days at least one (1) week in advance. It is also understood that the cost in salary of these aggregate days will be paid for by the Hospital Administration.

38A. TUITION AID

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accordance with the policies and procedures established for Roosevelt Hospital Employees Tuition Aid Fund of twelve thousand five hundred dollars (\$12,500), subject to the availability of the existing funds.

Employees will be reimbursed up to eighty percent (80%) of tuition and fees. Maximum reimbursement may not exceed eight hundred dollars (\$800) per employee during any one twelve month period beginning September 1st and ending August 31st.

39. PETTY CASH POLICY

Petty cash is available in the Business Office and is used for postage, transportation, and emergency purchases of a minor nature. In no case can petty cash be used to circumvent the purchasing policies and procedures of Middlesex County.

The following procedure shall be used to obtain petty cash:

1. Obtain approval of Administration Officer of your Department.
2. Present the request and Administrative approval to the Business Office.
3. If advance is requested, the approximate amount of the required amount will be disbursed and receipts and change (if any) will be returned to the Business Office.
4. If moneys have been spent the receipt together with the Administrative approval should be presented to the Business Office in order to obtain reimbursement.

40. 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, lock-out, or concerted work stoppage. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person for the breach of the no-strike clause. The sole questions shall be whether the employee was engaged in the prohibited activity.

41. SUSPENSION OF PROVISIONS OF AGREEMENT

Section 1. If during the life of this Agreement, there shall be in existence an applicable rule, regulation, or order issued by Governmental Authority which shall render invalid any provision of this Agreement, such provision shall be immediately suspended and have no effect so long as such rule, regulation, or order shall remain in effect.

Section 2. In the event that any of the provisions of the Agreement shall be held in violation of the State or any Federal Law or regulation, such determination shall not in any way effect the remaining provisions of this Agreement.

42. COMPUTATION OR TYPOGRAPHICAL ERRORS

During the life of this contract, computation or typographical errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual consent retroactive to the date of occurrence.

43. NATIONAL CONVENTIONS OF PROFESSIONAL ORGANIZATIONS

The Employer shall pay the registration fee and up to thirty-five dollars (\$35.00) per day for receipted meals at approved National Conventions of Professional Organizations.

44. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from December 24, 1989 until December 31, 1992.

All provisions therein negotiated for contractual year 1990 unless otherwise provided, shall be retroactive as of December 24, 1989.

All Provisions therein negotiated for contractual year 1991 unless otherwise provided, shall be retroactive as of December 23, 1990.

All provisions therein negotiated for contractual year 1992 unless otherwise provided, shall be retroactive as of December 22, 1991.

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

This Agreement shall be reopened for 1993 contract negotiations by either party upon notice in writing at least sixty (60) and no more than one hundred twenty (120) days prior to December 31, 1992.

APPENDIX A-1

DUES MEMBERSHIP

PHARMACY	American Society of Consulting Pharmacists (\$40)
O.T.	New Jersey Occupational Therapy Association (\$20)
SPEECH	New Jersey Speech and Hearing Association (\$40)
LAB	American Society for Medical Technologists (\$92)
X-RAY	American Society of Radiological Technologists (\$35)
VOLUNTEERS	American Society of Directors of Volunteer Services - affiliate of American Hospital Association (\$37.50)
MAINTENANCE	Refrigerating Service Engineers Society (\$50) (Approx.)
RECREATION	None
LIBRARY	None
DIETARY	None
SOCIAL SERVICES	National Association of Social Workers (\$95) N.A.S.W. membership for Psychiatric Social Workers holding a MSW position title or higher shall be included in the paying of dues membership.
LAUNDRY SUPERVISOR	National Association Institutions Laundry Managers (\$65)
PHYSICAL THERAPY	None
MUSICAL THERAPIST	National Association for Music Therapy (\$85)

The following titles as indicated will be subject to the Union Membership:

Assistant Chief Medical Technician

Medical Records Supervisor

*Senior OTA: This title is not presently in use,
nor is it recognized by Civil Service, however,
if the need for a Senior OTA arises and is
approved, this title will be also subject to
Union Membership

Dues Membership will be subject to contract membership provision.

APPENDIX A-2

REQUIRED LICENSURES

X-RAY

- A. New Jersey Department of Environmental Protection
- B. American Registry of Radiologic Technologists

PHARMACY

- A. New Jersey Division of Consumer Affairs

PHYSICAL THERAPY

- A. National American Physical Therapy Association
- B. New Jersey Division of Consumer Affairs

OCCUPATIONAL THERAPY

- A. American Occupational Therapy Association (\$75)
- B. American Occupational Therapy Association - COTA (\$30-\$35)

MEDICAL RECORDS

- A. American Medical Record Association

RECREATION THERAPY

- A. New Jersey Park and Recreation Association
- B. National Division of Park and Recreation Association
- C. Division of National Therapeutic Section
- D. Treasurer, State of New Jersey (Certification)

DIETARY

- A. The American Dietetic Association

SPEECH AND HEARING

- A. American Speech and Hearing Association
- B. New Jersey Speech and Hearing Association (Department Head Only)
- C. New Jersey License for Speech-Language Pathologist and Audiologist.

MICROBIOLOGY

- A. American Society for Microbiology
- B. A.S.C.P.

MEDICAL RECORDS DEPARTMENT

- A. Accredited Records Technician Licensure
- B. New Jersey Medical Records Association

TRANSPORTATION DEPARTMENT

- A. Supervisor, Omni Bus
- B. Operator Number One (Special Motor Vehicle License)

PHYSICAL THERAPIST ASSISTANT

- A. National American Physical Therapy Association
- B. New Jersey Division of Consumer Affairs

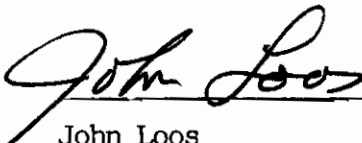
SOCIAL SERVICES

- A. State Certification in Alcohol Counseling

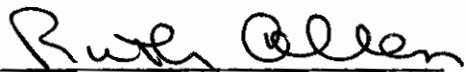
COUNTY OF MIDDLESEX

BY ITS BOARD OF CHOSEN FREEHOLDERS

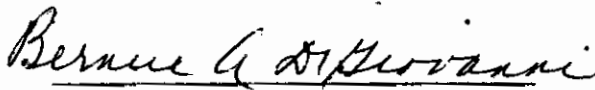
ATTEST:




John Loos
C.W.A., AFL-CIO Representative



Ruth Allen
Union President, Local #1066S
Non-Medical Supervisors



Bernice A. DiGiovanni
Clerk of the Board



Stephen J. Capestro, Director
Board of Chosen Freeholders