

# 107

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**A G R E E M E N T**  
made between  
**COUNTY OF MIDDLESEX**  
and  
**ROOSEVELT HOSPITAL - NON PROFESSIONAL EMPLOYEES**  
**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO LOCAL #1065**

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July 1, 1987 - December 31, 1989

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THIS AGREEMENT made this 18<sup>th</sup> day of March, 1988.  
between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its  
Board of Chosen Freeholders (hereinafter referred to as the  
Employer) and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO,  
(hereinafter referred to as the Union):

WHEREAS, the Union has been selected as the exclusive  
bargaining agent by the employees hereinafter to be defined, in  
accordance with Chapter 303 of the Laws of 1968, recognized by  
Resolution of the Employer dated October 15, 1970, and certified  
as such by the Public Employment Relations Commission; and

WHEREAS, the parties are engaged in the operation of a  
hospital serving the general public and are genuinely concerned  
with the maintenance of high standards of service and care; and

WHEREAS, said Union has been in negotiation 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;

NOW, THEREFORE, subject to Law 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.

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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.

## II. UNION REPRESENTATIVES

The Union shall have the right to designate such members of the Union as representatives and they shall not be discriminated against due to their legitimate Union activities.

Authorized representatives of the Union 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.

Two shop stewards on the 3:00 p.m. to 11:00 p.m. shift will be excused from their normal work duties, with pay, for a period not to exceed three (3) hours, six times per calendar year for the purpose of attending Union meetings.

vacation, or who leave employment for any reason whatsoever, when submitting the dues deduction list to the Union.

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

(E) 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.

Deductions 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, N.W., Washington, D.C. 20006, by the tenth (10th) day of the month following the calendar month in which such deductions were made.



**Chauffeur**

5:00 a.m. - 1:00 p.m.	1st Shift
7:00 a.m. - 3:00 p.m.	1st Shift
8:00 a.m. - 4:00 p.m.	1st Shift
9:00 a.m. - 5:00 p.m.	1st Shift
1:00 p.m. - 9:00 p.m.	2nd Shift
4:00 p.m. - 12:00 a.m.	2nd Shift

**Part-Time**

9:00 a.m. - 12:00 p.m.	1st Shift
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Employees who are scheduled and work Saturday and Sunday as a part of their normal work week shall receive forty cents (\$0.40) per hour in addition to regular hourly rate for the hours worked.

It is further understood and agreed that the additional forty cents (\$0.40) per hour will be paid at a straight time rate of pay for the hours worked.

**Dietary**

6:30 a.m. - 2:30 p.m.	1st Shift
11:00 a.m. - 7:00 p.m.	2nd Shift
6:00 a.m. - 2:00 p.m.	1st Shift
5:00 a.m. - 1:00 p.m.	1st Shift
5:30 a.m. - 1:30 p.m.	1st Shift
9:00 a.m. - 5:00 p.m.	1st Shift
2:00 p.m. - 10:00 p.m.	2nd Shift

**Part-Time**

8:00 p.m. - 12:00 p.m.	2nd Shift
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C. Notwithstanding the preceding, the Hospital has the right to create new shifts different from those above. Current employees mandated to work a new shift shall not do so for a period to exceed six months.

D. All employees shall receive sixty (60) minutes for lunch plus fifteen (15) minutes for a break for each half (1/2)

performed at the rate of one and one-half (1-1/2) times their normal hourly rate. If snow removal continues without interruption after 8:00 a.m. of the following day, premium time will be paid only to those employees who normally do not work on snow removal.

1. Hospital Attendants hired after December 27, 1987 shall remain at the 1988 minimum of \$12,500 for the year.

E. Effective December 27, 1987 a salary guide will be created for all titles. All employees except those at maximum and above shall be placed on the guide after receiving the raises specified in paragraphs A1 and 2.

1. Increments shall be paid on a quarterly anniversary and each eligible employee shall receive an increment in 1988 and an increment in 1989 under the following schedule: —

- a. October 1 - Dec. 1 - 1st pay period in January
- b. January 1 - March 31 - 1st pay period in April
- c. April 1 - June 30 - 1st pay period in July
- d. July 1 - September 30 - 1st pay period in October

2. Employees must serve one year in order to receive an increment.

*Increment*

VII. LONGEVITY AND SHIFT DIFFERENTIAL

A. Longevity: All eligible employees hired prior to January 1, 1981 shall be entitled to receive longevity which will be based upon their salary, maximum base \$24,000 as of December 21st of the previous year, starting with the completion of the 8th year of service as follows:

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

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

C. Effective January 1, 1977 the present longevity program will continue for all employees on the payroll as of December 31, 1980. Employees starting with the County on January 1, 1981 and thereafter will not accrue longevity.

1. Effective 12/27/87 shift employees who work a second shift shall receive an additional sixty-five cents (\$0.65) per hour and shift employees who work the third shift shall receive an additional fifty-five cents (\$0.55) per hour over the hourly rate for the first shift of their unit. Any such employees who work overtime shall receive shift differentials at the rate of time and one-half (1-1/2) for said overtime. Such employees include: powerhouse employees, switchboard operators,

## VIII. OVERTIME

a. "Monday-Friday" employees shall receive time and one-half for all work performed at any time other than their regular "Hours of Work" specified above.

B. "Eighty-Hour" employees shall receive time and one-half pay for all work performed in excess of eight (8) hours in a given workday or any days in excess of ten (10) workdays in a given fourteen (14) day work period.

C. If an employee requests a vacation day and gives a prior five (5) day notice in advance and is later requested to work overtime on Saturday or Sunday, or the sixth or seventh work day in the same work week, he/she shall receive time and one-half pay for the extra day worked on the sixth or seventh day.

D. It is further understood 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.

E. All employees shall receive 48 hours notice of overtime assignments by the Medical Director and Superintendent, or his designated alternate, except in emergencies. An employee called in after a normal shift or workday or from standby shall receive a minimum of four (4) hours compensation at time and one-half. An employee who performs 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 pay. Overtime shall be distributed as equally as possible and overtime refused shall be understood as overtime worked.

## IX. MEDICAL BENEFITS

A. All full-time employees and employees who work twenty (20) hours or more and employee's eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J, at the employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

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. Under this plan, all eligible single employees shall be covered at the expense of the Employer.

1. It is understood and agreed, for the 1987, 1988 and 1989 contract years that the Employer will contribute \$12.37 per month towards the dependent coverage of the employee in the modified plan. The employee will contribute \$6.90 per month; total amount for dependent coverage in the modified plan \$19.27 per month. In addition, the Employer will contribute \$24.51 per month towards the dependent coverage of the employee in the

E. New Jersey State Temporary Disability Benefits Program:

The County agrees to provide disability insurance through the New Jersey State Temporary Disability 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 the Employer and the employee.

F. 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 \$1.25 co-payment per prescription by the employee.

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.

H. Retiree Benefits: Employees 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.

C. Holidays not worked shall be counted as days worked for overtime computation in computing the sixth or seventh consecutive days of work at the rate of time and one-half. 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.

D. All employees who are subject to major holiday work scheduling (Thanksgiving Day (effective 1988), Christmas Day and/or New Year's Day) and who work on Thanksgiving Day, Christmas Day and/or New Year's Day will receive the regular straight time rate of pay plus double time for the holiday hours worked.

E. 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 absence or verifiable illness if requested.

F. All full-time employees working on all holidays, except Thanksgiving, Christmas Day and/or New Year's Day will receive their regular day's pay at a straight time rate plus time and one-half (1-1/2) for the holiday worked and no compensatory time.

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

H. 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.



## XII. BEREAVEMENT

A. All full-time employees shall be eligible to receive a maximum of four (4) full time days leave for death of spouse and child.

B. All full-time employees shall be eligible to receive a maximum of three (3) full-time days 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, uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

C. It is understood and agreed that this Bereavement Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) working days next following the day of death. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days. However, it is understood that the hours worked shall be used in computing overtime pay for hours worked in excess of forty (40) hours in the work week or any other pay.

D. Part-time employee shall receive the next one working day following death.

E. Vacation time accumulation will be based on the New Jersey State Department of Personnel Ruling now in effect and may be taken at any time during a calendar year, January 1st to December 31st.

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 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.

G. Any employee leaving the services of the County shall be paid for unused vacation time earned on a pro-rata basis.

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

G. During the time that the Personnel Office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the employee will be re-credited to the employee and the sick leave injury will be retroactive to the date which is determined by the effective date of the Freeholders' Resolution adopting same.

H. If the Health Benefits Commission rules change that the County is permitted to pay the hospitalization premium while an employee is on approved unpaid sick leave, such change shall be subject to the approval by the Board of Chosen Freeholders.

XVI. JURY DUTY

Should an employee be obligated to serve as a juror, he shall receive dull 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 County.

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

7. 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 half (1/2) day.

8. 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.

XXI. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES

A. 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.

B. 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 Union will be permitted to take an active part in the survey. To the extent of its vested interest in the employees whom it represents in accordance with all New Jersey State Department of Personnel rules and regulations and applicable laws the Employer will notify the Union that a survey is taking place and ask for recommendations and cooperate with the Union regarding said survey.

### XXIII. JOB VACANCY - JOB BIDDING

Section 1. All vacancies, job openings, and newly created jobs within the bargaining unit will be posted for a minimum of five (5) working days prior to filing unless there is a New Jersey State Department of Personnel Certification list from which the Hospital is required to appoint. A copy of the posting shall be given to the Local President. All notices shall contain pertinent information concerning the job, including pay, and remain posted for five (5) 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.

Current employees shall be given the opportunity to transfer to a new or different shift or job location. However, it is understood that on some occasions, the Hospital may have to hire a new employee on a particular shift or job location for the necessary period of time to meet the Hospital service requirements as required by the Hospital Administration, but not to exceed a period of six months prior to the Union Employee being given the opportunity to transfer to a new shift or job location.

Section 2. With reference to filling vacancies, employees in the line of work involved shall have first consideration in order of seniority.

#### XXIV. PROMOTIONS AND TRANSFERS

A. Promotional positions shall be in accordance with New Jersey State Department of Personnel Rules and eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled. It is understood and agreed that promotions in the career services shall be viewed and understood as recognition of employee's efforts and as a career advancement for all employees of the County.

B. An employee at the maximum pay range for his class of employment shall be given the opportunity to advance to the next higher class where available.

C. An employee whose class of employment indicates a higher class is available according to New Jersey State Department of Personnel job titles shall be given the opportunity to advance to the higher class and higher range of pay, by mutual consent of both parties, provided the employee has served in a satisfactory manner in the lower class for a period of at least two (2) years. If a disagreement arises, said disagreement shall be subject to the grievance procedure.

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

E. Any employee promoted by New Jersey State Department of Personnel Certification or provisional appointment, whose base salary is at \$10,500 to \$14,999.00 will receive a five percent (5%) increase on his/her annual base salary at the time of appointment; whose base salary is \$15,000.00 or greater will receive a five percent (5%) increase on his/her annual base



**XXV. SUPERVISORS WORKING**

The following titled Department Heads will not perform duties normally done by employees covered herein, either with normal working periods or at overtime periods:

1. Supervisor of Maintenance
2. Assistant Supervisor of Maintenance
3. Supervisor of Housekeeping
4. Assistant Supervisor of Housekeeping
5. Supervisor of Transportation
6. Supervisor of Nurses (All Shifts)
7. Assistant Supervisor of Nurses
8. Head and Assistant Head Dieticians
9. Laundry Supervisor

A Supervisor or Assistant may perform productive work under the following conditions:

- a. In case of emergency. Emergency is defined as the happening of an unforeseen event or occurrence.
- b. For the case of instruction. In the case of instruction all concerned employees shall be afforded this instruction.
- c. When no one else can perform the job.
- d. When no other person is available.

XXVII. PERSONNEL FILES

A. Employees shall have the right to inspect and review their own individual files upon 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 writing shall become a part of the employee's personnel file. An employee's medical record shall not be considered part of his personnel file but shall be furnished to the employee's personal physician upon written request. Written reprimands or derogatory reports shall be shown to the employee and initialed before they become part of the employee's personnel file.

B. Written reprimands or derogatory reports will be deleted from an employee's file if and when that employee completes twenty-four (24) months service without any further incidence of reprimand.

C. Unsatisfactory evaluation will be deleted from an employee's file if and when that employee receives two (2) successive satisfactory evaluations in a twenty-four (24) month period.

Recreational Therapy Aide

Ward Clerks

Pharmacy Aide

Department No. 701 - Laboratory Technicians

Department No. 801 - Dietary - Main

Food Service Worker

Department No. 805 - Cook - Annex

Food Service Worker

Department No. 831 - Operation of Plant

Assistant Chief Stationary Engineer

Stationary Engineer

Stationary Fireman

Department No. 834 - Maintenance of Plant

Maintenance Repairer

Building Maintenance Worker

Senior Maintenance Repairmen

Maintenance Repairer Foreman

Maintenance Repairer Painter

Maintenance Repairer Foreman Painter

Senior Maintenance Repairer Carpenter

Department No. 835 - Care of Grounds

Building Maintenance Worker

Gardener

Department No. 840 - Transportation Chauffeur

Department No. 850 - Housekeeping - Main

Building Service Worker

Building Maintenance Worker

XXIX. SAFETY AND HEALTH

A. The Employer agrees to assure the safety and adequacy of all working areas and equipment provided for employment use. Management will further endeavor to maintain a healthy and safe working environment.

B. The Employer will appoint a member of the Union to the Safety Commission.

C. Where safety equipment is provided, it is the responsibility of the employee to utilize such equipment.

XXXI. SEASONAL EMPLOYEES (SUMMER HELP)

Indirect benefits will be limited to Workmen's Compensation and those other benefits required by law. Employees in this category will not receive vacation days, sick days, holidays, personal days, bereavement days, hospitalization, and dental benefits, and other indirect contractual benefits.

XXXIII. SUPPER

Any employee required to work through the supper hour shall be provided a free, hot meal by the Employer. The supper hour shall commence at six (6) p.m. or the tenth (10th) hour of a shift.

All members of the bargaining unit shall continue to be provided one (1) meal per day worked as scheduled by the Hospital Administration.

XXXV. UNION CONFERENCE DAYS

A. Effective upon signing this Agreement, Union members to be designated by the Union shall be granted thirty-three (33) days with pay in the aggregate to attend Union Conferences or Conventions if attended during scheduled working days.

B. Effective upon signing of this Agreement, the Union shall be granted twenty-two (22) aggregate unpaid days per calendar year.

C. The Union shall request these days at least one (1) week in advance. It is also agreed that the cost in salary of these aggregate paid days will be paid for by the Hospital Administration.

XXXVII. SAVINGS CLAUSE

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

Additionally, the Employer agrees that all benefits and conditions of employment for employees presently in existence, whether by policy or by practice, shall be continued without change for the duration of this Agreement.



XXXIX. JUST CAUSE

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given adverse evaluation of his/her professional services without just cause. Any such action asserted by the County or any agent or Representative thereof, shall be subject to the grievance procedure herein set forth.

XLI. COMPUTATION ERRORS

During the life of this contract, computation errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual agreement.

XLIII. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from June 28, 1987 until December 31, 1989, and all provisions therein, unless otherwise provided, shall be retroactive as of June 28, 1987. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This Agreement may be reopened for 1990 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31, 1989.

COUNTY OF MIDDLESEX

BY ITS BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Lynette J. Kubor  
President  
C.W.A., AFL-CIO, Local #1065

Alan Ferguson  
Representative  
C.W.A., AFL-CIO

Marie J. MacWilliam  
Marie J. MacWilliam,  
Clerk of the Board

Stephen J. Capestro  
Stephen J. Capestro, Director  
Clerk of the Board

Anna Hand  
Wilkie Sanders  
Leatrice Carmen

ROOSEVELT HOSPITAL  
CWA - 1065

EFFECTIVE 12-27-87

<u>GROUP</u>	<u>RANGE</u>
RH -1	\$10,500 - 14,175
RH -2	\$11,025 - 14,884
RH -3	\$11,576 - 15,628
RH -4	\$12,155 - 16,410
RH -4-A	\$12,500 - 16,875
RH -5	\$12,763 - 17,230
RH -6	\$13,401 - 18,091
RH -7	\$14,071 - 18,996
RH -8	\$14,775 - 19,946
RH -9	\$15,514 - 20,944
RH -10	\$16,290 - 21,992
RH -11	\$17,105 - 23,092
RH -12	\$17,960 - 24,246
RH -13	\$18,858 - 25,458
RH -14	\$19,800 - 26,730
RH -15	\$20,790 - 28,070
RH -16	\$21,830 - 29,471

"APPENDIX"

Roosevelt Hospital  
CWA - 1065  
Effective 12-25-88

<u>GROUP</u>	<u>RANGE</u>
RH - 1	\$11,130 - 15,026
RH - 2	\$11,687 - 15,777
RH - 3	\$12,271 - 16,566
RH - 4	\$12,884 - 17,395
RH - 4A	\$13,250 - 17,888
RH - 5	\$13,529 - 18,264
RH - 6	\$14,205 - 19,176
RH - 7	\$14,915 - 20,136
RH - 8	\$15,662 - 21,143
RH - 9	\$16,445 - 22,201
RH -10	\$17,267 - 23,312
RH -11	\$18,131 - 24,478
RH -12	\$19,038 - 25,701
RH -13	\$19,990 - 26,986
RH -14	\$20,988 - 28,334
RH -15	\$22,037 - 29,754
RH -16	\$23,140 - 31,239