

**AGREEMENT BETWEEN
COUNTY OF MIDDLESEX**

And

COMMUNICATION WORKERS OF AMERICA

AFL-CIO

DEPARTMENT OF YOUTH SERVICES

JANUARY 1, 2005 – DECEMBER 31, 2008

Supervisory Juvenile Employees
Youth Services

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ARTICLE 1

PREAMBLE-RECOGNITION

THIS AGREEMENT made this day of November 2006
between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of
Chosen Freeholders (hereinafter referred to as the Employer) and C.W.A AFL-CIO
(Supervisory Juvenile Employees) DEPARTMENT OF YOUTH SERVICES (hereinafter
known as the Union).

WHEREAS, C.W.A AFL-CIO has been selected as the bargaining agent by the
employees to be defined, in accordance with Chapter 303 of the Laws of 1968, as
amended, and said Union has been certified as such by the Public Employees Relations
Commission. The County of Middlesex recognizes the Communication Workers of
America as the exclusive negotiations representative of employees in the following titles:

Supervisory Juvenile Detention officers (“SJDO”)
Senior Youth Group Worker (“SYGW”)
Head Teacher and Project Coordinator (“HT” & “PC”)

WHEREAS, said Union has been in negotiations with the Employer pursuant to
Chapter 303 of the Laws of 1968, as amended; 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 as herein provided, the parties hereto, in
consideration of the following mutual promises, covenants, and agreements contained
herein, do hereby establish the following terms and conditions which shall govern the
activities of the parties and all affected employees.

ARTICLE 2

MANAGEMENT RIGHTS

A. Middlesex County hereby reserves to itself, without limitation, all powers rights, authority, duties and responsibilities vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, without limitation the following: The executive, management and administrative control of the County Government and its properties, facilities and activities of its employees utilizing personnel methods in the most appropriate and efficient manner possible as may be determined by the County; to make rules of conduct, to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular assignment or task and to be in sole charge of the quality and quantity of work required; to hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions with the County subject to Department of Personnel Rules.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the County, it shall adopt policies, rules, regulations, and practices and use its judgment and discretion in connection therewith to be limited only by the specific and expressed terms hereof in conformity with all applicable laws of this State and the United States.

C. The County agrees to apply all rules and regulations promulgated by the New Jersey State Department of Personnel concerning any matter not specifically covered by this Agreement.

ARTICLE 3

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike. A strike is understood to include any concerted failure to report for duty, work stoppage, slow-down, walk-out or other illegal job action against the County.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the County to seek all appropriate disciplinary remedies and such other action permitted by law.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or from supporting any such activity by any other employee of group of employees of the County and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union by its members.

E. The County agrees not to lock-out its employees.

ARTICLE 4
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed to limiting the right of any employee having a grievance to discuss or resolve the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article. The local Union President or designee, steward or Council #73 shall be recognized as the representative for presenting an employee grievance from initial filing to conclusion of the grievance in accordance with following procedure:

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Union shall present the employee grievance or dispute to the immediate supervisor within ten (10) working days of its occurrence, or within ten (10) working days after the employee knew or should have known of its occurrence. Failure to act within said time period shall be deemed to constitute an abandonment of grievance. The supervisor should respond in writing within five (5) working days.

Step Two: If the grievance has not been settled, it shall be presented in writing by the Union to the Department Head within five (5) working days after the supervisor's response is due in Step One. The Department Head or designated representative shall attempt to adjust the matter and shall respond to the Union in writing within five (5) working days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the applicable Section of the contract violated, and the remedy requested by the grievant.

Step Three: If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Personnel Director or designee within six (7) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Personnel Director or designee agrees to meet if requested in writing within ten (10) working days of the request. The Personnel Director or designee shall respond in writing to the grievance within ten (10) working days of the submission or meeting, whichever is later.

Step Four: If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration by filing a request for a panel of arbitrators with PERC within thirty (30) days of receiving the answer from the Personnel Director or his/her designee.

1. Specific Issue Arbitration

It is agreed to that either the Union or the County may petition for a binding principle decision on the specific issue through the Arbitrator, which shall be a final and binding decision on the specific issue addressed. The cost of the Arbitrator's fee shall be shared equally by the Employer and the Union. Any other expenses incurred shall be paid by the

party incurring same. The decision of the Arbitrator shall be in writing with reasons set forth, time extensions may be mutually agreed to by the Employer and the Union.

2. Procedures

a. The parties direct the arbitrator to decide as a preliminary question whether he has jurisdiction to hear and decide the matter in dispute.

b. Only one grievance at a time may be submitted to arbitration under Section I.

c. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to the Arbitrator or selected for the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter, in any way, the provisions of this Agreement or any amendment or supplement thereto.

E. Upon prior notice and authorization of the Personnel Director, the designated Union Representative shall be permitted to confer with employees and the County on a specific written grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County.

F. The time limits expressed herein shall be strictly adhered to. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort will be made to expedite the processing of the grievance. Failure to move a grievance to the next step will be considered a withdrawal of the grievance. The Employer's failure to respond to a grievance shall be considered a denial of the grievance at that step. Nothing herein shall

prevent the parties from mutually agreeing to extend or lessen the time limits for the grievance at any step in the grievance procedure.

G. Employee grievances shall be presented on the existing approved grievance forms.

H. It is understood that the employees must sign their individual grievances. Grievances without such signature shall not be accepted or processed.

I. A group or policy grievance shall be directly submitted at the Step Three level to the Personnel Director or a designee.

ARTICLE 5
SALARIES AND LONGEVITY

A. Longevity

1. Effective January 1, 2005, and each successive calendar year during the term of this Agreement, all SJDO's, SYGWs, HTs and PCs carried on the County payroll as of January 1 of the applicable year shall be entitled to longevity payments for that year as follows based upon their salary as of December 31st of the previous calendar year before Negotiated Wage Increases, Performance Incentives or other salary increases are applied:

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

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

B. Work Assignment in Higher Title

Any unit members who are assigned to fill in for the Shelter Supervisor in his/her absence by the Department Head or his/her designee shall be paid an additional four dollars (\$4.00) per hour over his/her existing salary for each hour worked in the higher title.

C. Annual Salary Increases

1. Eligibility

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

base salary as of December 31 of the previous calendar year, except as provided for in paragraph C. 2 (a) & (b) of this section.

b. All eligible employees in the bargaining unit on the County payroll as of January 1 of each year entitled to receive an annual salary increase shall receive the wage increase described below, except for any employee on leave of absence shall not receive such increase until their return to active services and commencing from such return, and except for any employee who enters this bargaining unit from AFSCME Local 3256 and receives any increases(s) for a given calendar year pursuant to the AFSCME Labor Agreement, which is to avoid the employee receiving a yearly double increase, one under the AFSCME Local 3256 Agreement and another under this Agreement.

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

2. Annual Increases (“NWI”)

a. Amount of Increases

Employee who are subject to this Agreement and entitled to an annual increase of their base salary pursuant to this Agreement shall receive the following annual increases effective January 1 of each below listed year to their annual base pay as of December 31 of the immediately preceding calendar year:

- 2005 – 3%
- 2006 – 4.0%
- 2007 – 4.25%
- 2008 – 4.50%

b. Adjustment of Starting Salaries

The parties recognize by this contract the County’s desire to increase the professionalism of the staff. In recognition thereof, the parties have agreed

effective January 1, 2007, the annual base salary in the bargaining unit for calendar years 2007 and 2008 shall be increased prospectively as follows for eligible bargaining unit members:

(a) Employees in the SJDO and SYGW job titles receive a \$4,000 adjustment to their annual base salaries, payable half effective 1/1/07 and half effective 1/1/08, each after computing and applying to the annual base salary the NWI & PI, if the PI is earned.

(b) SJDOs who were successfully graduated from the Juvenile Detention Officer Training Academy shall receive a \$4000 adjustment to their annual base salary, effective half as of 1/1/07 and half as of 1/1/08, after computing and applying to the annual base salary the NWI and PI, if the PI is earned.

(c) Employees in the titles of Head Teacher (“HT”) and (“PC”) Project Coordinator shall receive a \$1,000 adjustment to their annual base salary, effective 1/1/07, after computing and applying to the annual salary the NWI and PI, if the PI is earned.

(d) Performance Evaluation (PI”)

The parties shall continue their performance incentive policy in place as of December 31, 2001. Any change, improvement or amendment of such policy shall be made only after negotiation and agreement of the parties.

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

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

3. Incentive increases (“PIs”) for the term of the contract shall be: 2005- \$300.00; 2006 - \$400.00; 2007- \$500.00 and 2008 - \$500.00.

E. **Compensatory Time**

Comp-time utilization must be approved by the Department Head. Comp-time must be utilized within one year of accrual. No employee may carry over comp-time

Compensatory time shall be paid to an employee upon separation of employment from the County.

The only comp-time eligible for payment must be approved time accrued during a period of 365 days prior to separation.

F. **Parity Provision**

The County agrees to extend any voluntary salary agreement (wages only) in excess of that agreed to by C.W.A. (based on increases on base during a contract year) to include this unit. This clause specifically excludes arbitration awards, settlements which are Court ordered, or settlements which are not approved by the Board of Freeholders.

G. **Salary Ranges**

The minimum and maximum salary ranges shall be as follows:

| | 1/1/05 | 1/1/06 | 1/1/07 | 1/1/08 |
|-------|---------------|----------------|---------------|---------------|
| SJDO | 43,219-68,310 | 43,219- 71,442 | 45,219-78,978 | 47,219-85,032 |
| SYGW | 43,219-68,310 | 43,219-71,442 | 45,219-76,978 | 47,219-81,942 |
| HT/PC | 60,175-71,740 | 60,175-75,010 | 61,175-79,698 | 61,175-83,784 |
| | | | | |

H. **Workweek – 40 Hours** (Except Head Teacher, which is 35 hours)

ARTICLE 6
HOURS OF WORK AND OVERTIME

A. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted by management on the time report along with the amount of overtime (time-in-time-out) and certified by the Department Head.

B. Overtime will be calculated on a weekly rather than daily basis. Time-and-a-half will begin after the 40th hour for 40-hour per week employees and after the 35th hour for 35-hour per week employees. Authorized, paid time-off (holidays, vacation, bereavement, personal) shall count toward the 35 or 40-hour calculation. Unpaid or unauthorized leave shall not be counted. Paid sick-time taken or scheduled in advance of an employee's overtime, or sick-time accompanied by a doctor's note or otherwise authorized by the employee's supervisor or designee pursuant to N.J.A.C. 4A:6-1.3 g & h shall also count toward the calculation of overtime.

C. It is agreed to and understood that all employees working a sixth (6th) consecutive day will be paid at time and one-half (1-1/2) for all hours worked on that specific day. It is further agreed to and understood that employees working a seventh (7th) consecutive day, and any days (s) thereafter on a consecutive basis will be paid doubled time for all hours worked on those specific days.

D. If an employee is called in or back to work by any Department Head or his/her designee, non-contiguous with his or her regularly scheduled work day, the employee shall receive a minimum of four (4) hours pay at the rate of one-half (1-1/2) in pay, regardless of the actual time worked. If the "call in" occurs on a holiday, the employee also shall receive a minimum of four (4) hours pay at the applicable holiday rate of pay,

regardless of the actual time worked. The Employer shall have the right to retain the employee for the full call out period. Time is calculated from the time the employee reports to the job. An employee is entitled to only one call-out payment for every four (4) hour period.

1. Employees who are called and report in to work for a period of up to two (2) hours prior to the commencement of their normal shift shall be paid time and one-half (1-1/2) for the time worked and not be entitled to a minimum of four (4) hours. If called in more than two (2) hours prior to the commencement of the shift, the employee shall be entitled to the minimum of four (4) hours regardless of time worked. If the "call in" occurs on a holiday, the employee also shall receive a minimum of four (4) hours pay at the applicable holiday rate of pay, regardless of the actual time worked. The Employer shall have the right to retain the employee for the full call-out period. Time is calculated from the time the employee reports to the job. An employee is entitled to only one call out payment for every four (4) hour period.

2. It is further agreed to and understood that any employee working a period of up to two (2) hours connected with his/her normal shift will revert back to a straight-time pay at the start of their normal shift.

E. Employees short-swinging back to work after working over time which was not scheduled will not be subject to time and one-half (1 -1/2) hours pay.

1. However, employees who work a short-swing due to standard scheduling will be paid at the rate of time and one-half (1-1/2) in pay for all hours worked on the short swing shift. In addition, if an employee is assigned to a short-swing because of an emergency such as a compensable injury or death of an employee, then that employee will also be paid at the rate of time and one-half (1-1/2) in pay for the short swing shift hours worked.

2. "Short-Swings" are defined as:

- a. two eight-hour assignments within a twenty four hour period.
- b. consecutive eight-hour assignments with no separation time between shifts.

Short swings are to be paid four hours straight time.

Employees short-swinging back to work after working overtime which was not scheduled will not be eligible for short-swing-pay.

In addition, if an employee is assigned to a short swing because of any emergency, then that employee will be paid four hours for the short swing.

F. Employees who work on a holiday listed in Article 11 shall be paid their regular days pay plus an additional rate of time and one-half (1-1/2) for all hours worked on the holiday, but shall not also receive a compensatory day .

G. Overtime shall be on an equalized basis provided the employee has the ability to perform the overtime assignment as solely determined by management. There is no guarantee of overtime. However, when overtime is required or available, such overtime will be assigned to those employees in the department who normally perform said work. Overtime opportunities will first be offered to the most senior employee who normally performs said work; should the most senior employee refuse the opportunity, it shall be offered in descending order of seniority; if no one accepts the opportunity, the least senior employee will be required to work the overtime.

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

I. A written schedule shall be posted at all times, and kept current indicating the overtime hours worked by each employee in the respective departments. Overtime will be reviewed on a semi-annual basis to ensure equal distribution.

J. Each employee shall be entitled to one (1) fifteen (15) minute break for each half day period of work. Equivalent periods for shift work shall be considered half day periods.

Stand By Pay: In the event that security and staffing levels require that the department head or his designee are unable to permit such breaks or scheduled meals (lunches or dinners), the employee denied such breaks or meals shall be compensated at an additional 1 hour standby straight pay per week for denial of breaks and meals during a week.

Effective January 1, 2001, employees denied breaks will be compensated at the rate of 1/4 hour of straight pay for each break denied. Such period of time shall not be, calculated toward overtime entitlement. Claims for such compensation shall be made by informal writing submitted by the employee to his/her supervisor before leaving the shift.

K. An employee may request to receive compensatory time for overtime hours worked in lieu of overtime compensation. Compensatory time shall be computed on the same basis as overtime or holiday compensation (example: If an employee is entitled to one and one-half times in pay, then the compensatory time off shall equal one and one-half times the number of overtime hours worked). However, the employee's Department Head shall retain the final authority whether to grant compensatory time. Such practice shall be in accordance with the Fair Labor Standards Act.

L. Any employee who works emergency work as determined by management will be subject to and receive payment of wages in the following manner: employees working twenty four (24) continuous hours shall receive a rate of pay at time and one half (1-1/2)

for the first twenty (20) hours worked. The remaining four (4) hours shall be paid at a double time rate of pay. If any employee continues to work beyond a continuous twenty-four (24) hour period, the rate of pay will revert back to previous twenty-four (24) hour rate of pay cycle.

M. Hours of Work

1. The work hours for various job classifications will be noted as in Article 5, Sect. H.
2. All work schedules shall be posted on the Dept. of Youth Services Bulletin Board on Wednesday of each week and that set schedule shall become “fixed”, and not subject to request for change, four (4) hours prior to the end of any given tour of duty on Friday.
3. Shifts for Supervisory Juvenile Detention Officers will consist of 6:00 a.m. to 2:00 p.m., to 10:00 p.m., and 10:00 p.m. to 6:00 a.m.
4. Shifts for Senior Youth Group Workers will consist of 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 p.m., and 12:00 p.m. to 8:00 a.m.
5. Special assigned shifts may be determined by the Employer. Seniority need not be considered by management in assigning personnel in the bargaining unit to special projects or special jobs, nor will seniority have any bearing on shift assignments for the performance of a specially assigned project or special job.
6. Shift assignments, other than as for specially assignment jobs or special projects referred to in 5 above, shall be made by seniority as defined in Article 30F as far as practical.
7. It is agreed that insofar as practicable, the employees on the night shift will be given their pay checks on the Thursday preceding their regular Friday pay day.
8. Up to three (3) people per facility per shift may have their shifts changed, and these changes shall generally be on one (1) hour notice.

9. Effective 10 calendar days from the date the Board of Chosen Freeholders approves this contract by formal Resolution, and prospectively from that time, job seniority for shift assignments and vacations yet to be scheduled by the Department of Youth Services will be based on the date of the employee within the Youth Services Department entered this bargaining unit and not by their date of hire by the County or their certification in the title permanently.

10. If New Jersey State Department of Personnel standard for seniority is mandatorily applicable by State statute or State regulation to an issue, such as layoffs, bumping rights, and pension, and uses an employee's hire date with the County, then that shall be used for such matters.

11. The assignment of shifts and the scheduling of days off shall be based upon seniority, as is forth in paragraph 9 above insofar as practicable. Employees in this bargaining unit with three (3) or more years of service will receive two (2) consecutive days off per week when proper staffing levels can be maintained.

12. Pay Checks Insofar as practicable, the employees on the night shift will be given their paychecks on the Thursday preceding their regular Friday payday.

13. Regular Days off- The parties recognize that the need for round the clock, seven (7) day a week operation frequently requires an employee's regular work week to include weekends. In that event said employees shall be entitled to two (2) consecutive days off during each seven (7) day work period. The most senior SJDO in the Youth Detention Center may have off as two consecutive days Saturday and Sunday, provided that proper staffing levels can be maintained.

O. Weekend Shift Differential - Employees who are scheduled to work Saturdays and Sundays as part of their normal work week shall be entitled to receive \$1.25 per hour at straight time rates in addition to their regular rate with no overtime application.

P. Emergency Closing - The parties agree that they shall be bound by and comply with the official County emergency closing policy attached hereto as Appendix "B" and which is deemed as part of this contract as if set forth at length herein subject to the following terms:

1. Essential employees are to be defined by title rather than by name.
2. Employees shall be required to remain on duty as long as required.

3. If an employee is called in at a time other than their ordinary or regular shift, which they then work, they shall be entitled to overtime consistent with Article 6, and paragraph F above for such assignment.

4. Pre approval vacation or sick time may be utilized if accompanied by a physician's note or approved by the employee's supervisor or designee pursuant to N.J.A.C. 4A:6-1.3 (g) and (h).

5. As necessary employees are not needed for an emergency, those who remain or are released shall be determined by seniority pursuant to the definition of "seniority" in paragraph N sub-paragraph 9, and Article 30.

6. Staff that do not adhere to the County Inclement Weather policy by providing a doctor's note upon return to service will be docked and disciplined in the form of a disciplinary step. Those employees requesting a Personal Day on inclement weather days will be approved or denied on an individual basis contingent upon the circumstances. Those denied the Personal Day will be subject to the same if they do not report to work.

Q. Shift change requests – A shift change request must be made at least one month before the shift change is to begin in order to afford the affected employee with less seniority in their job title adequate notification of such a change. Once a change in shift occurs, the change will remain in effect for a minimum six (6) months period.

R. Call – In Time for Sickness. The time an employee is to call out sick shall be minimum two (2) hours before they are scheduled, or directed, to come to work.

ARTICLE 7
VACATIONS

1. One day per month in first calendar year for each month of service.
2. Completion of one (1) year through completion of five (5) years... 12 days.
3. From completion of five (5) years through completion of nine (9) years... 15 days.
4. From completion of nine (9) years through completion of twelve (12) years... 16 days.
5. From completion of twelve (12) years through completion of twenty (20) years...20 days.
6. More than twenty-one (21) years ...25 days.

A. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Department Head with a cap of one (1) calendar year's allotment and further subject to any special provisions. The Department Head shall not be arbitrary and capricious in applying the provisions of this paragraph.

B. Employees must submit vacation preferences by April 1st of each year with first and second choices. Failure to timely submit such request shall result in the employee receiving leftover vacation time. Timely requests for the same vacation shall be resolved by seniority and staffing needs.

C. When an employee requests permission to use an individual vacation day or part thereof, such requests shall be granted at the discretion of the Department Head and shall not be unreasonably denied. Employee may request use of individual vacation days, or part thereof, on short notice to employer, in matter considered a verifiable emergency.

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head but shall not be unreasonably denied.

E. If, for any reason, an employee's vacation is canceled by management, the vacation may be rescheduled in accordance with Section B.

F. Vacation leave shall be prorated for the last calendar year of employment. It shall be assumed that an employee shall remain in the service of the Employer for the full calendar year or portion thereof from date of hire and is entitled to use all vacation time for that calendar year. If separation of employment occurs before the end of the calendar year and the employee has used more than his or her pro-rata number of vacation days, the per diem rate of pay for the excess vacation days shall be deducted from the separated employee's last paycheck(s). If separation of employment occurs before the end of the calendar year and the employee has used less than his or her pro-rata number of vacation days, the per diem rate of pay for all unused vacation days shall be added to the employee's last paycheck(s). The Comptroller upon receiving notification of overpayment shall pursue reimbursement of the overpayment from the former employee.

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

H. Unused vacation days may be carried over for one (1) calendar year at management's discretion or where a vacation request had been denied by management during the calendar year, subject to the approval of the Board of Chosen Freeholders.

I. Any employee who has received approval from the Director of the Youth Services Facility or his designee to take time off for vacation purposes, personal days, or holidays, and who is then called back to duty, will be paid at the rate of time and one half (1-1/2) for his/her work performed these days, or the applicable holiday pay.

J. Once an employee's vacation time is approved and the employee pays a non-refundable deposit, then the employee may not have his or her vacation time approval rescinded or modified.

ARTICLE 8
SICK LEAVE

A. General Policy - Sick leave is hereby defined to mean: Absence from post or duty because of illness which makes it impossible for the employee to perform the duties of the position; accident or exposure to a contagious disease requiring isolation or attendance upon a member of an immediate family member in the employee's household who requires care. An employee may request sick leave to attend for family member residing outside of the home and approval by the Department Head shall not be unreasonably denied.

B. Accrual - A new employee shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month on a monthly basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st, based upon the above formula of one and one-quarter (1-1/4) days per month. Thereafter, on January 1st of each year, all employees shall be credited with fifteen (15) days for that calendar year.

C. Verification - The County may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such request shall not be arbitrary nor capricious. Abuse of sick leave may be cause for disciplinary action. In the event the County requires a doctor's certificate to verify an illness, the County will reimburse the employee half (1/2) the cost incurred in obtaining said verification.

D. Extended Sick Leave-

1. In all cases of reported illness or disability suffered by an employee, the County reserves the right to request a medical physician to examine the reports on the condition of the patient and to comment on them to the Department Head.

2. During protracted periods of illness or disability of an employee, the Department Head may require interim reports at County expense on the condition of the patient at weekly or biweekly periods, from the attending physician and/or a County medical physician. The Department Head shall not be arbitrary and capricious in making such requests. When under medical care, employees are expected to conform to the instructions of the attending physician.

E. The rules which follow apply to the payment of salaries during periods of illness or disability for regular permanent full-time employees. Temporary and seasonal employees are not entitled to compensation for such absences.

F. The recommendation of the County appointed medical physician as well as those of the employee's personal physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between the County medical physician and the employee's personal physician, to require the employee to submit to an examination by a third doctor at County expense.

G. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

H. If an employee is absent from work for reasons that gives rise to entitlement to sick leave, the Department Head or a designated representative shall be notified as early as possible, but no later than two hours (this is to coincide with the agreed upon change, see page 19, paragraph R.) prior to the start of the effected scheduled work shift from which the employee is absent. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for five (5) consecutive days or more and does not notify his Department Head or some other responsible representative of the County during any of the first five (5) days will be subject to dismissal.

I. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

J. Any employee who calls in sick for the purpose of engaging in outside employment may be subject to immediate discharge.

K. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

L. Sick leave shall be pro-rated for the last calendar year of employment. It shall be assumed that an employee shall remain in the service of the Employer for the full calendar year; or portion thereof from date of hire and is entitled to use all sick time for that calendar year. If separation of employment occurs before the end of the calendar year and the employee has used more than his or her pro- rata number of sick days, the per diem rate of pay for the excess sick days shall be deducted from the separated employee's

last paycheck(s). The Comptroller upon receiving notification of overpayment shall write to the former employee to secure reimbursement of the overpayment.

M. Whenever the County is paying for medical reports pursuant to this Article, the employee agrees to submit to their insurance company a claim for reimbursement, and such monies being received shall be remitted to the County.

N. The Union agrees to abide by the Targeted Sick Leave Verification Policy for sick leave verification ("Appendix "B" attached hereto) for any position required to be filled with an overtime slot if the employee is absent on a holiday that they are scheduled to work for, or are called in to work on. The existing sick time verification policy will remain in effect for positions which need not be filled when employee is out.

O. At the end of each contract year, an employee may elect to apply for and receive cash payment for sick days credited and not used during the current year in the amount of one (1) day's pay for every three (3) days credited and not used to a maximum of five (5) days. Only employees having used five (5) days of sick leave or less out of fifteen (15) sick days credited per current year qualify for participation. Eligible employees applying for sick leave 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 in the second payroll of the succeeding year.

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

Q. Employees covered under the terms of this Agreement shall be entitled, upon retirement as defined by PERS to receive a lump sum payment, as supplemental compensation which sum shall be computed at the rate of one-half (1/2) of the

employee's daily rate of pay for every full day at the time earned of unused accumulated sick leave (not to exceed \$15,000) certified by the Personnel Office on the effective date of his/her retirement.

R. Sick leave shall accumulate year-to-year without limitation except as noted above.

S. Sick time Leave of Absence - Permanent employees may request, in writing, a leave of absence without pay if temporarily mentally or physically incapacitated from performing their duties, or to attend to a member of immediate family who is seriously ill. An immediate family member shall include the following: (Mother, Father, Spouse, Child, Brother, Sister, Aunt, Uncle, Grandparents, Grandchildren, current Mother-in-law, current Father-in-law, current Brother-in-law current Sister-in-law, and current Daughter-in-law, Son-in-law or other relative continuously residing in the employee's house). Such leaves shall be granted by the Employer for an initial period of six (6) months, not to exceed a total of one (1) year.

It is understood that this leave is subject to the approval of the Board of Chosen Freeholders.

T. Leaves of Absence - A leave of absence without pay may be granted to an employee for up to six (6) months for legitimate personal reasons. Such leave may be extended for additional six (6) months at the request of the employee and upon consent of the County Board of Chosen Freeholders. Legitimate personal reasons shall include, but not limited to, educational leave, union leave, maternity, paternity leave, family leave, or adoption leave.

U. Sick days on Holidays – Employees calling out sick on a holiday (as listed in Article 11) shall provide a doctor's note upon return to work to the County Personnel Director or his designee, or within 3 days after if doctor's offices is closed on the holiday. If no note is timely provided, the employees may be docked a day's pay for the absence.

ARTICLE 9
BEREAVEMENT LEAVE

A. In the event of death of:

(1) the employee's spouse, child, parents or persons in a spousal relationship, the employee shall be granted time off without loss of pay from the day next following the day of death, but in no event shall said leave exceed four (4) working days;

(2) the employee's Brother, Sister, Grandparents, Grandchildren, or other relative continuously residing in the employee's household, the employee shall be granted time off without loss of pay from the next following day of death, but in no event shall said leave exceed three (3) working days,

(3) the employee's current in-laws, aunts, uncles, nieces and nephews, the employee shall be granted time off without loss of pay for the day next following the day of death, but in no event shall said leave exceed one (1) working day.

B. Reasonable verification of the event may be required by the County.

C. An employee may make a request of the Department head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave to be charged as sick, personal or vacation time.

D. If an employee is on vacation leave or sick leave, and an eligible death occurs, the vacation leave or sick leave shall terminate and bereavement leave shall apply.

E. There shall be no annual cap for bereavement leave.

F. The time of bereavement leave will be allowed to be taken within a ten (10) day period from the death at the discretion of the employee with a prior notification to the Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the allotted days sequentially once the option is taken.

ARTICLE 10
MEDICAL BENEFITS

A. Vision Care

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

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

B. Dental Coverage

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

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

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

C. Health and Hospitalization Insurance

1. Eligibility

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

2. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependants on the payroll as of the date of June 22, 2002 the (3) HMO options, as available on January 1, 1999 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who are currently enrolled in the Traditional Indemnity Plan as of June 22, 2002 shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date.

Employees and their eligible dependents currently enrolled in any other medical care plan may not subsequently enroll in the Traditional Indemnity Plan. In the event the County

desires to reenter the State Health Benefits plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into negotiations regarding the applications of this contract.

3. Employee Contribution to Premium Costs

a. All eligible County employees on the payroll or on authorized leave as of the date of June 22, 2000 shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the employee for as long as they are continuously so employed. Employees who separate from County service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service.

b. "New hires" who enter County service or become eligible for medical insurance coverage after the June 22, 2000 shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in C., 2 above except new hires may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.

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

d. New employees, as defined above earning an annual base salary in excess of \$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case

where an employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

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

e. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year. The County may not increase or alter an employee's required contribution at any other time.

4. Prescription Coverage

The County shall continue its 1998 level of prescription coverage for all present and future employees for the term of this contract. Eligible employees and their dependents shall not be required to make co-payment for generic drugs prescribed by duly licensed physician. Eligible employees and their dependents who desire or require brand name prescription drugs shall be required to make a co-payment of three (\$3.00) dollars.

Retirement Benefits

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

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

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

6. Administration

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the County to pay such claim upon adequate submission of supporting documentation. When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding assignment or subrogation agreement from the employee to the extent of payments made on the employee's behalf.

ARTICLE 11
HOLIDAYS

A. All employees and part-time employees as defined in this contract shall receive the following fourteen (14) holidays:

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

B. Any employee who is on an unpaid leave of absence shall not be eligible for paid holidays which fall during the employee's leave of absence.

C. Any holiday which falls on Saturday shall be celebrated the preceding Friday. Any holiday which falls on Sunday shall be celebrated the following Monday. If a holiday falls on a day during an employee's vacation or bereavement leave, he/she shall be granted an additional day off with pay.

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

E. Those employees with no credited sick, vacation, or personal time who are absent without pay, prior to or the day after a holiday will not be compensated for that said holiday.

F. 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. This provision shall not be applied to authorized absences or verifiable illnesses if requested.

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

H. 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 1/2) for all hours worked on the holiday and no compensatory time, except as otherwise provided in this contract.

I. If an employee who is scheduled to work, or is directed to report to work, on a holiday (as a “holiday” is listed in Article 11), calls out sick on a holiday, he/she may be subject to the Targeted Sick Leave Verification Policy procedures set forth in “Appendix B” of this Agreement for that absence. They shall produce a doctor’s note to the County Personnel Director or his designee for that absence on returning to work, unless excused by the Youth Services Department Director. An employee who has been called to work mandatorily to cover another’s absence on the holiday may also be subject to the Targeted Sick Leave Verification Policy procedure. They shall produce a doctor’s note to the County Personnel Director or his designee on returning to work, unless excused by the Youth Services Department Director.

Any employee who uses a sick day and is absent on a holiday when scheduled or called in to work, will be charged a sick day and so long as they have a sick day they will be paid eight hours straight time for a regular day’s pay and not paid at the holiday pay rate. If they do not have a sick day, they shall not be paid.

J. If an employee who calls out sick on a scheduled work day immediately before or after a holiday (as listed in Article 11), they may be subject to the Targeted Sick Leave Verification Policy procedures in “Appendix B” of this Agreement for that absence. They shall produce a doctor’s note to the County Personnel Director or his designee on returning to work, unless excused by the Youth Services Department Director. Any employee who calls out sick on such an occasion will be charged a sick day, if they have a sick day.

K. Holiday requests shall be listed by officers on a form separate from other vacation requests, and holidays shall be listed in their priority of preference.

L. The top 3 holidays requested, which shall be by April 1, will be granted by seniority as defined in Article 30F. Other holidays requested will be assigned after less senior staff has had their top 3 requests reviewed and assigned on an equitable rotating basis among less senior staff.

ARTICLE 12
WORK-INCURRED INJURY

A. Employees who are injured, in the course of employment, must make an immediate report within forty- eight (48) hours thereof to the Department Head.

B. Employees may not return to work without a certification from the designated compensation physician that they are capable of returning to work. Should the County seek an additional opinion, it may order the employee to be examined by a medical physician for a certification to return to work at County expense. Should there be a difference of opinion between the two doctors, the County may send the employee to a third doctor at County expense.

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

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

1. No later than forty-eight (48) hours after the occurrence of an injury covered by this section, the injured employee shall complete the customary injury report(s) required

by the State of New Jersey Department of Labor and Industry. Such forms may be obtained from the Director of Personnel and Employee Relations.

2. Within 48 hours of the occurrence of an injury described above, the Department Head shall furnish required information on the forms supplied by the Director of Personnel and Employee Relations to the Director of Personnel. One copy of said report shall be submitted to the Clerk of the Board of Chosen Freeholders by the Director of Personnel.

3. The Director of Personnel and Employee Relations shall cause an investigation to be made to said injury and upon completion of said investigation shall recommend to the Board of Chosen Freeholders any action to be taken pursuant to Paragraph C of this section and pursuant to the requirements of N.J.S.A. 34:14-1 et seq.

4. The Director of Personnel and Employee Relations shall cause to be filed with the Clerk of the Board of Chosen Freeholders a semi-monthly report list setting forth the agreements and terms for reimbursements.

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

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

7. If the injury leave is declared non-compensable, an employee may use any accumulated sick, vacation, or personal days. If the employee does not have any accumulated time, the County shall be reimbursed for injury leave declared non-compensable.

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

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

ARTICLE 13
MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, Naval Militia, Air National Guard or a Reserve component of any of the armed forces of the United States and who is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. When an employee not on probation has been called to active duty or inducted into the military forces of the United States, the employee shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the County within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

C. If the military service occurs during time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE 14
JURY SERVICE

A. A regular full-time employee who loses time from his job because of jury service as certified by the Jury Commissioner shall be paid by the County his full daily base rate of pay (up to a maximum of eight (8) hours), subject to the following conditions.

1. The employee must notify the Department Head immediately upon receipt of a summons for jury service.

2. The employee submits adequate proof of the time served on the service and the amount received for such service.

B. If on any given day an employee is attending jury service he or she is released by the Court prior to twelve o'clock p.m., that employee shall be required to return to work subject to work schedule of each department that day in order to receive pay for that day.

C. The employee shall surrender to the County such money received for such jury service that may exceed ten (\$10) dollars.

ARTICLE 15
DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, political affiliation, sexual preference and physical or mental handicap.

B. The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 16
PROBATIONARY PERIOD

A. All employees hired during the term of this Agreement shall serve a probationary period of three (3) months from the date of hire. During this probationary period, the County reserves the right to terminate a probationary employee for any reason. An employee if terminated at the end of the working test period or in the event of major discipline shall have recourse to appeal to the New Jersey Department of Personnel.

ARTICLE 17
SEVERABILITY

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. If any provisions of this Agreement are subsequently declared to be unlawful by a proper legislative, Administrative authority or court of competent jurisdiction the parties agree to negotiate an appropriate resolution of such issues within the law.

ARTICLE 18
PERSONNEL FILES

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

Documents or records held within a department are not part of the of fiscal personnel record unless the originals or true copies thereof are filed with the County Personnel Director with notice thereof to the employee.

B. Each employee shall have the right to inspect and review his or her own individual personnel file, upon request to the Employer. The Employer recognized and agrees to permit this review and examination at any reasonable time. Employees shall have the right to define, explain, or object to the County Personnel Director in writing to anything found in his or her personnel file, and this writing shall become a part of the employee's personnel file. Such response must occur within ten (10) days of discovery in the file or be waived.

C. All personnel history files shall be carefully maintained and safeguarded.

D. Employees shall receive a copy of each derogatory or disciplinary document being placed in his or her personnel file within ten (10) days of its filing. The employee shall sign off and date any document given to them, and have the right to place a written rebuttal response to any and all disciplinary documents contained in the personnel file.

All warnings and minor reprimands over one (1) year old shall be deleted from the County's personnel file on the employee's written demand provided there are no subsequent reprimands, warnings, corrected and/or disciplinary actions of the same

nature in the employee's file. All major disciplinary actions will remain in the employee's file.

E. The files maintained by the County Personnel Director are the official personnel files for all employees. No other official file or personnel record will be maintained. However, it is agreed that a department reference file will be maintained for day-to-day reference.

ARTICLE 19
SHIFT DIFFERENTIAL

A. A first shift shall be defined to mean between the hours of 7:00 a.m. and 5:00 p.m. or any reasonable variation thereof.

B. Any such shift employee who works overtime shall receive shift differential at the applicable overtime or holiday rate.

C. A second shift shall be defined to mean between the hours of 2:00 p.m. and 1:00 a.m. Or any reasonable variation thereof.

D. A third shift shall be defined to mean between the hours of 11:00 p.m. and 9:00 a.m. or any reasonable variation thereof generally consistent with this contract.

E. Employee shift differentials shall be paid for each year of the contract as follows:

2005-2008

| | |
|-----------------------|------|
| 2 nd Shift | .95 |
| 3 rd Shift | 1.00 |

ARTICLE 20

SEASONAL EMPLOYEES (SUMMER HELP)

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

B. Seasonal employees shall not work more than four (4) months per year, with exceptions where it may be necessary to extend the seasonal employee's work period for limited amounts of time in order to complete the summer work schedules wherever necessary. The Union shall receive notice as to who these employees are and the months they shall work.

C. Employees on lay-off shall be hired as seasonal employees first, prior to hiring new personnel.

D. Seasonal employees may not be hired above the salary of any bargaining unit member within the salary range of the appropriate job title they are hired into.

E. Seasonal employees who work in a seven-day work operation will be permitted to fill scheduled shortcomings when and if they occur regardless of overtime work.

F. The Union President or his/her designee shall receive a list of seasonal employees within ten (10) working days after employment commences.

ARTICLE 21

PERSONAL DAYS

(A) Employees covered under this Agreement shall be allowed four (4) days of personal leave annual. Such leave shall be noncumulative.

(B) The previous forty-eight (48) hour notice of this section is now eliminated for the life of this Agreement. However, the forty-eight (48) notice provision will remain in effect when personal days are used in conjunction with other leave (i.e., vacation, holiday, etc.). Employees shall make every effort to use personal days before using vacations days.

(C) New employees shall accrue one (1) personal day at the end of each third month of employment. Thereafter, each employee shall be credited with four (4) personal days on January 1st of each year. Payment for personal days shall be calculated on the basis of one (1) accrued personal day for each three (3) months of employment completed in the year said employment is terminated.

(D) Personal days may be taken on separate days or consecutively.

ARTICLE 22
PART-TIME EMPLOYEES

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

B. Each County part-time employee shall earn one (1) day of paid vacation leave for each 173 hours worked by each eight (8) hour per day employee and, each 152 hours worked by a seven (7) hour a day employee.

C. Each regular County part-time employee shall earn one and one-quarter (1-1/4) days of paid sick leave for every 173 hours worked by each eight (8) hour per day employee and, each 152 hours worked by a seven (7) hour a day employee.

D. Each regular part-time employee shall be paid for that portion of each holiday that he or she would have been scheduled to work on that day.

E. Each regular part-time employee shall be covered for all of the medical benefits included in this Agreement, except for vision care, if they are scheduled for and normally work twenty (20) hours or more each week.

F. Part-time employees shall have their personal days and vacation days pro-rated, and be granted that portion related to their actual hours worked providing the said employee works twenty (20) hours or more per week. Such leave shall not be cumulative.

G. If an employee earns \$1,500.00 per year and is paid in each quarter of the year, then the employee shall be enrolled into PERS immediately if they are a permanent employee or after one year continuous service if provisionally appointed.

H. It is understood that part-time employees shall not be entitled to any other benefits not enumerated in this Article.

ARTICLE 23

SAFETY

A. The employee, upon discovering an unsafe or hazardous condition, will as soon as possible tell his supervisor and put such complaint in writing. The supervisor shall investigate said complaint and report on his investigation to both the employee and the Department Head in writing.

B. All County employees are required to have a high regard for personal safety and the safety of others.

C. The Employer agrees to comply with O.S.H.A. standards for safety. The Union and an employee will give the County written notice of an alleged safety problem. The County will be given a reasonable period of time to investigate and/or correct the alleged safety problem prior to the employee or Union filing a complaint with O.S.H.A.

D. The Union shall have the right to appoint with confirmation by the County three members to a safety committee who shall have the authority to review alleged safety complaints with approval and prior notice to the County.

E. Failure to use safety equipment may subject the employee to disciplinary action.

ARTICLE 24

MISCELLANEOUS BENEFITS

A. Clothing Allowance

Management requires all officers and other custodial personnel to wear required and uniform clothing.. All employees charged with custody, supervision and instruction of juveniles in custody shall be entitled to an annual clothing allowance of \$650, effective 1/1/06 prospectively. Newly hired officers shall be entitled to draw such allowance within two (2) pay periods of their initial hiring which shall constitute their entitlement for that calendar year. All other eligible personnel shall be entitled to receive such allowance in a lump sum payment in the first pay check issued in December of each calendar year. The lump sum payment shall be paid only to employees on the County payroll as of the last pay period of November of each calendar year. Such allowance shall not be considered as base salary, nor shall it be computed in any benefits for longevity or pension purposes.

B. Employee Expenses

1. When the performance of any job requires the use of specialized equipment, such as rain gear, coveralls, and/or safety equipment, they shall be provided by the Employer at no expense to the employee. Those mechanics and repairmen who provide their own tools for use on County jobs shall receive a comparable tool or cost replacement if their own personal tool is damaged or destroyed, or stolen due to verifiable break-in, or is unusable because of fair wear and tear.

C. New Employees

1. The County shall attempt in all cases to begin new employees at the minimum salary for the particular title and range for the position at issue. Where such a hiring is not possible or not in the best interest of the efficient management of the County's business, the County may hire above the minimum starting salary not to exceed \$4,000 per annum based upon objectively demonstrable criteria including but not limited to the following:

- a. Special training, education or academic accomplishments.
- b. Special job- related experience or professional achievements.
- c. Previous employment in a related field.
- d. A limited field of qualified job applicants.

The parties agree that in the event of such an exception to the minimum hiring provision the appropriate Department Head and/or Personnel Director shall provide written notice of such hiring to the Union President or designee within ten (10) days or one working week from the start of said employees actual beginning of employment setting forth the criteria of Article 24, E.

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2. As to all employees beginning County service at the minimum salary rate for a particular title the Personnel Director shall notify the Union President or designee with 15 days or two working weeks of such hiring.

D. Reclassification Survey

If the employer requests a complete job title survey or reclassification survey of any job title covered by this Agreement from the Department of Personnel the Union shall be permitted to take an active part in the survey. The Employer shall notify the

Union that a survey shall take place, and shall request recommendations from the Union, and cooperate with the Union regarding said survey.

E. Corrections of Paycheck Errors

The County shall correct and adjust any errors in any employee's paycheck within the immediately succeeding pay period after appropriate notice is received in the Payroll Section. The "immediately succeeding pay period" will be determined giving due consideration to regular payroll processing cut-off dates. A list of these dates will be made available to the Union.

F. Consolidation of Departments

The impact of any consolidation of any Departments shall be discussed with the Union President or his/her designee.

G. Driver's License

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

ARTICLE 25

RULES AND REGULATIONS

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established, as same is provided for by N.J.S.A. 34:1 3A-5.3.

ARTICLE 26

DISCHARGE AND DISCIPLINE PROCEDURES

A. 1. It is expressly understood that the Employer shall have the right to discipline or discharge any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

2. The Employer shall apply the following principles of progressive discipline for employees covered under the terms of this Agreement with respect to recurring minor offenses of the same nature as more fully set forth in N.J.A.C. 4A:2-2.1 et seq.. All written discipline shall be copied to the appropriate Union representative.

(a) First Offense: Oral Warning

Given by a supervisor to the employee in the presence of a Union representative, and clearly stating the reasons for the warning. Notation of this warning and other written warning minor discipline shall be made in the employee's personnel file with a "Middlesex County Employee Warning Notice" ("Blue slip"), and the employee shall be afforded an opportunity to input the "Employee's statement" part of the form. A copy of the "Blue Slip is attached hereto as Appendix "C".

(b) Second Offense: Written Warning

Given by a supervisor with agreement of the employee's Department Head or next higher level of authority. One copy of the written completed warning identified above shall be given to the employee, one to the Union representative, and one copy shall be placed in the employee's personnel file.

(c) Third Offense: Written Warning

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

Fourth Offense: One Day Suspension

(d) Given by the employee's Department Head based on recommendation of the supervisor. A one-day suspension without pay shall serve as a warning to the employee of the seriousness of the situation, and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using New Jersey Department of Personnel Form 31A to a Union representative and one copy shall be placed in the employee's personnel file.

(e) Fifth Offense: Three Day Suspension

Given by the employee's Department Head. A three-day suspension without pay shall serve as a further warning to the employee of the seriousness of the situation, and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using New Jersey Department of Personnel Form 31A to a Union representative and one copy shall be placed in the employee's personnel file.

(f) Sixth Offense: Five Day Suspension

Given by the Department Head. A five day suspension without pay will serve as a final warning to the employee of the continued seriousness of the situation, and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using New Jersey Department of Personnel Form 31A to a Union representative and one copy shall be placed in the employee's personnel file.

3. Any employee who receives a written warning for a minor offense or who is given a suspension for a minor offense shall have a copy of the action taken placed in their personnel file where it will be kept for a period of one (1) year next following the action taken, providing that no reoccurring minor disciplinary action was taken within the

same one (1) year period. If there is another minor disciplinary action taken within the same one (1) year period, the copy of the action taken shall remain in the employee's file until such time that there is a period of one (1) year without minor disciplinary action being taken, at which time the record of minor discipline shall be removed from his/her personnel file.

4. The Employer may suspend without pay or with reduced pay, or demote an employee due to inefficiency, incompetency, misconduct, negligence, insubordination, or for other sufficient cause; however:

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

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

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

(D) No suspension shall exceed six (6) months except for suspensions pending criminal complaint or indictment, which shall be in accordance with N.J.A.C. 4A:2-2.7.

5. A permanent employee in the classified service may not be removed except for just cause upon written charges. Notice of the removal shall be sent to the employee on the form prescribed by the Department of Personnel, and a copy of said notice shall be sent

to the Union representative at the same time. A provisional or temporary employee who has been terminated shall have no right of appeal to the Department of Personnel.

6. Involuntary transfers or reassignments shall not be utilized as an alternative form of disciplinary action.

7. Any of the following shall be cause for removal from the Employer's service, although

removals may be made for sufficient causes other than those listed below:

- a) Incompetency, inefficiency or failure to perform duties;
- b) Insubordination;
- c) Inability to perform duties;
- d) Chronic or excessive absenteeism or lateness;
- e) Conviction of a crime;
- f) Conduct unbecoming a public employee;
- g) Neglect of duty;
- h) Misuse of public property, including motor vehicles;
- i) Discrimination that effects equal employment opportunities including sexual harassment;
- j) Other sufficient cause.

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

9. Permanent employees, members of the bargaining unit and employees in their work test period beyond ninety (90) days shall have the right to departmental hearing in

every disciplinary action involving a member of the bargaining unit, where the contemplated penalty may be:

a) Removal;

b) Suspension of more than five (5) days at one time. The last suspension or fine of an employee for five (5) days or less shall be reviewable where an employee's aggregate number of days suspended or fined in any one (1) calendar year is fifteen (15) days or more. Where an employee receives more than three (3) suspensions or fines of five (5) or less days in a calendar year, the last suspension or fine is reviewable.

c) Disciplinary demotion;

d) Good faith layoff;

e) Release at the end of the work test period for unsatisfactory performance.

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

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

C. The Department of Personnel shall select a hearing officer for the departmental hearings provided for in this Article and shall conduct such hearings in a fair and equitable manner including presentation of witnesses, cross-examination of witnesses, and a written decision stating findings of fact and conclusions.

D. Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled

to one (1) course of appeal. Appeal of minor discipline shall be by arbitration upon a request to PERC for a panel of arbitrators, which request must be made within no later than thirty (30) days from the final notice of the discipline being imposed by the Department Head or his/her designee. Appeal of major discipline shall be to the New Jersey Department of Personnel pursuant to its rules for appeals of major discipline.

ARTICLE 27
SAVINGS CLAUSE

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

B. Previous benefits 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.

C. In order for a benefit to be binding it must be:

1) clearly enunciated and explicitly acted upon; and

2) readily ascertainable over a reasonable period of time as a fixed and established benefit accepted by both parties.

ARTICLE 28
UNION SECURITY

A. Dues Checkoff

The County Comptroller and the County Treasurer shall be and are hereby authorized and directed to deduct from the pay of each employee who furnishes a written authorization for such deduction per authorization card during each calendar month, the exact amount of monthly Union dues or such other amount of monthly Union dues or such other amount as may be certified to the Employer by the Union as 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 (85%) percent 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.

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

B. 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.

"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.

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/her which represented the employee's additional pro-rata share of expenditures by the majority representative that is either in aid of activities or cause 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 contract 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.

Any member of the Union desiring to resign from the Union will be permitted to do so only on (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.

ARTICLE 29
UNION REPRESENTATIVES - RIGHTS AND PRIVILEGES

A. The Union shall have the right to designate such of its members (which shall not exceed 55) as it, in its sole discretion, deems necessary to act as Stewards. Such Stewards and any other authorized Union representatives shall not be discriminated against due to their legitimate Union activities.

B. Nothing contained herein shall prohibit the County from transferring and/or reassigning stewards and/or officers, so long as such transfer and/or reassignments is not due to their Union activities.

C. The Union shall furnish to the Employer a list of duly elected or appointed Stewards within ten (10) days after their election or appointment.

D. A Steward may arrange to check time cards, time books, and time sheets at reasonable times, so long as there is no interference with proper service to the public. An employee may arrange with the Deputy Director to check their time cards, time book, or time sheets, at any reasonable time.

E. The Employer agrees to promptly make available to the Union all public information concerning the County of Middlesex, including but not limited to financial statements, debt statements, annual audit reports, annual budget pertinent to any particular case, together with all information which may be necessary for the Union to process any grievances, unfair practice charge, disciplinary hearing, arbitration, or complaint. All such information shall be updated upon reasonable request. All requests shall be made through the Personnel Director.

F. Whenever a representative of the Union or any employee is required by the Employer or the Union to participate during working hours in contract negotiations,

grievance procedures, arbitration hearing, disciplinary hearings, unfair practice charges, or formal conferences within the County complex, the employee shall suffer no loss in pay.

G. PERC attendance shall not exceed three (3) Union representatives with no loss in pay.

H. The Union shall have the use of the bulletin boards and inter-office mail for official Union business.

I. Union representatives, who are not County employees, will be permitted, with advance notice and approval, to visit with employees during working hours at their work stations for the purpose of assessing Union representation matters only. Such representatives shall also be recognized by the Employer as authorized spokespersons for the Union in meetings between the parties regarding employee representation matters.

J. Union Officers and Stewards in cooperation with the Employer shall have the right to enter upon the premises of the Employer during working hours, with no loss in pay, for the purpose of conducting normal duties related to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public, and with prior notice to the Department Head or his/her designee.

K. Union members to be designated by the Union shall not exceed four (4) members shall be granted no more than a total of twenty (20) paid and twenty (20) unpaid days that may coincide with their regular work schedule, in the aggregate per year to attend to Union business. Such leave shall not accumulate from one calendar year to another.

L. The Union shall request these days at least one (1) week in advance.

ARTICLE 30
PROMOTIONS SENIORITY AND LAYOFF

A. All promotions shall be made in accordance with Department of Personnel Rules and Regulations. All eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filed, and the vacancy shall be posted on all bulletin boards reserved for Union use.

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

C. All employees promoted by the Department of Personnel certification or provisional appointment shall receive a higher salary calculated in the following manner:

(a) the employee's salary under his or her old job title be increased by six (6) percent or the new minimum salary whichever is greater.

D. An employee whose provisional appointment does not become permanent or who cannot be reached on a certified list of eligibles which names the employee as a provisional, will be returned to his or her next previous lower title and the salary for that title, including any negotiated wage increases for the original title.

E. All promoted employees who receive a new annual salary pursuant to this section shall also be entitled to receive all other wage increases as provided in the Salary Article.

F. Effective 10 business days from Board approval of this Agreement by adoption of formal Resolution, seniority shall be defined for purposes of scheduling vacations, shifts, and holiday work, as the date from which when an employee enters this bargaining unit and not their date of hire with the County of Middlesex or the certification of their permanent appointment to their job title. Any authorized leave of absence is considered to be continuous service with no accrued seniority for that period of time, except for FMLA/FLA leave and as otherwise may be required by Federal or State statute or State administrative regulation for military or other leave.

G. The County reserves the right to layoff personnel pursuant to Department of Personnel Rules and Regulations. In the event of layoff, departmental seniority shall

prevail, provided the employee has the necessary qualifications, skills, abilities and job title to perform whatever work may be available as solely determined by management. Employees subject to a layoff according to Department of Personnel Rules and Regulations shall be entitled to a pro-rata share of any retroactive wage increases as enunciated in Article 5 of this Agreement.

H. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills, abilities and job title for the work available as solely determined by the County. The County will not hire new employees while there are employees qualified to perform the duties of the vacant position on the recall list, unless such employees on recall refuse to accept such employment.

I. The County shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

J. The County shall advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

K. Promotional qualifications and procedures for permanent classified employees are governed by the Department of Personnel Rules and Regulations.

L. For the purposes of promotions only, seniority shall be defined as an employee's continuous length of service within present job title. The County agrees to post a notice regarding any promotional job vacancy except if an existing list exists. Such notice shall be posted at every work site within the department where the vacancy exists. The posting shall list temporary vacancies on an out-of-title basis, the County will appoint an employee currently on the Department of Personnel list for that title to fill the

position temporarily vacated. Where a current Department of Personnel list is not available, the County will appoint the most qualified employee to the position. Where two or more employees are equally qualified to perform the job, seniority will be given consideration.

M. Written notice of any and all promotions shall be sent to the Union President and/or his or her designee.

N. Economy Layoffs - The Employer agrees that in the event of employee layoffs for bona fide economy reasons with good faith demonstrated on the part of the Employer and the Union. Same shall be on the basis of seniority, beginning with temporary help, then provisional employees, and last, permanent employees, according to procedures specified in the New Jersey State Department of Personnel Rules. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the Employer shall provide proper written notice to permanent employees to be laid off, forty-five (45) days in advance as required by New Jersey State Department of Personnel Rules.

ARTICLE 31
CHILD CARE REIMBURSEMENT POLICY

A. The County Personnel Policy on childcare reimbursement shall be binding upon the parties upon the following terms.

Effective as of the execution of this contract the weekly reimbursement will be as follows:

- a. If the employee's salary is \$18,000 or less per annum the reimbursement will be \$40.00 per week.
- b. If the employee's salary is \$18,001 to \$25,000 per annum, the reimbursement will be \$35.00 per week.
- c. If the employee's salary is \$25,001 through \$60,000, the reimbursement will be \$20.00 per week.

ARTICLE 32

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 the Middlesex County Tuition Aid Program, subject to the availability of existing funds.

Employees will be reimbursed up to eighty percent (80%) of tuition and fees. Maximum reimbursement may not exceed six hundred dollars (\$600.00) per employee during any one twelve (12) month period beginning September 1st and ending August 31st.

ARTICLE 33

JOB POSTING AND VACANCIES

A. Employer shall make every effort, when appointing provisional promotions, to select from the job classifications immediately below the position to be filled.

B. When the Employer implements a new job title within this bargaining unit or a vacancy occurs, prior to any public advertisement the Employer shall notify the Union and shall promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information concerning the job, including salary range, and shall remain posted for six (6) working days.

Thereupon the bids shall be closed and the job awarded on the basis of ability to perform the job. When two or more employees are equally qualified to perform the job seniority shall be given due consideration.

C. In the event that a bargaining unit member applies for a vacant position and is rejected or is not chosen from an existing Department of Personnel list, the County upon written request will provide the applicant, within a reasonable time, an oral statement of reasons for not placing said employee in the vacant position.

D. Current employees shall be given the opportunity to transfer to a new or different shift or job location. All employees requesting and receiving lateral transfers shall receive no loss in pay.

E. The determination of abilities and qualifications of an employee shall be made by the Employer.

F. Management shall present to and discuss with an employee, at their request, with and in the presence of the Union representative, the reasons for selecting an employee of lesser seniority.

G. The County will endeavor to notify the Union within a reasonable period of time regarding vacancies not to be filled.

ARTICLE 34

SEXUAL HARASSMENT

The parties will be bound by all the terms and provisions of the Sexual Harassment Policy as promulgated in the County Personnel Policy.

ARTICLE 35

COMPUTER/VIDEO WORK STATIONS

A. Video Display Terminals

(1) Training should be provided.

(2) Chairs should be provided that are adjustable in height and the angle of the back support.

(3) The work station should be designed to provide for independent adjustment of the keyboard height, screen height and position (if available in said equipment).

(4) Other accessories which are required on an individual basis such as foot and wrist rests, anti-glare screens, anti-static pads or spray, etc., should be provided.

(5) Where practicable, the work station should have direct sunlight shaded, and operators should be seated at right angles to any windows to avoid seating arrangements that have the operator facing the window.

(6) Where practicable, non-fluorescent lighting should be provided for each work station. All existing fluorescent lighting should be modified to lessen or reduce glare.

(7) The work space should be free of any potential electrical hazards, including exposed wires or exposed extension cords.

(8) Break times should be varied for full-time VDT equipment, they should also try to budget for proper furniture to arrive at the same time.

(9) Upon submission of proof satisfactory to the Personnel Department that an employee is physically incapable from operating a VDT terminal due to injury, disability or pregnancy, the employer should make every effort to assign such employee to

appropriate, alternative duties in the same title for the period of such disability, provided that such temporary assignment shall not exceed one year.

B. The parties agree that in the event an employee is assigned to a work station requiring utilization of computer/video components it is in the best interest of the County and the employee to provide for the most efficient, user friendly and ergonomically appropriate arrangement of such resources. The County undertakes to exercise its best efforts in providing such a workplace with compatible equipment and furniture. In the event of either incomplete equipment or furniture delivery or other cause if the workstation is defective or its design does not comport with commonly accepted workplace standards the employee and/or the Union representative may bring such complaint to the Department Head's attention either orally or in writing. If the Department Head is unwilling or unable to resolve the problem within two (2) work weeks the employee and/or the Union representative shall refer the matter to the Director of Personnel who will appoint a representative of the Public Property Department to study the matter with the participation of the Union representative. The Public Property representative shall within two (2) weeks of the assignment make a recommendation to the County Administrator who shall promptly render a decision on the matter with notice to the effected employee and Union representative. In the event none of the remedies above resolve the issue the employee/Union may pursue the matter as a grievance under the terms of this contract.

ARTICLE 36

FULLY-BARGAINED AGREEMENT

A. This Agreement is the complete and final understanding of the parties encompassing all bargaining issues which were or could have been the subject of negotiations. During the term of this contract neither party may be required to negotiate with respect to any matter not covered by this contract whether such matters were within the knowledge or contemplation of either or both parties at the time of the execution of this contract.

ARTICLE 37

DURATION

This Agreement shall be in full force and effect as of the date of signing and remain in effect to and including December 31, 2008. The Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice in writing at least one hundred and twenty (120) days and no more than one hundred and eighty (180) days prior to December 31, 2008.

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

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

LINDA SMITH, PRESIDENT
CWA LOCAL 1082

COMMITTEE MEMBER

COMMITTEE MEMBER

COMMITTEE MEMBER

BOARD OF CHOSEN FREEHOLDERS

MARGARET PEMBERTON, CLERK
BOARD OF FREEHOLDERS

DAVID B. CRABIEL, DIRECTOR
BOARD OF CHOSEN
FREEHOLDERS

APPROVED AS TO FORM AND LEGALITY:
ERIC M. ABRONOWITZ, ESQ.
FIRST DEPUTY COUNTY COUNSEL

APPENDIX "A"
COUNTY EMERGENCY CLOSING POLICY

1. **EMERGENCY DECLARATION**: The policy applies when all or part of County operations are shut due to an official declaration by the Office of the County Administrator. Official announcements will be carried on (radio stations) WCTC (AM) or WCBS (AM) and information can be obtained by calling 745-5695.
2. **ESSENTIAL v. NON-ESSENTIAL**: When there is an emergency shut-down declared by the County Administrator, the County shall determine the manning requirements of essential personnel. Each department head may determine a list of essential positions in advance of any such emergency, but it remains in the discretion of the County to determine additional essential personnel depending upon the circumstances of a particular emergency shut-down.
3. **RESTRICTION ON PAID TIME OFF**: In an emergency shut-down, essential personnel will not be permitted to utilize paid time off (including personal and sick days) without the express approval of their department head.
4. **PREMIUM TIME**: Essential employees will not be paid premium or any additional compensation merely due to the fact that they are required to work during an emergency shut down. However, other collective bargaining agreement provisions, which apply independent of emergency shut-down situations, will continue to be enforced. It is the policy of the County that employees whose positions are deemed essential shall be required to work during emergency shut-downs as part of their duties as a County employee.
5. **NON-ESSENTIAL EMPLOYEES**: Non-essential employees ordered not to work as the result of an official emergency shut-down of all or part of County operations shall

receive regular compensation for the period of the shut-down not to exceed eight hours regular pay, irrespective of the length of the shut-down. Such limitation is subject to extension in the discretion of the Board of Chosen Freeholders.

6. The County's policy with regard to inclement weather is hereby reaffirmed: it is not the policy of Middlesex County to shut-down merely because of inclement weather conditions. Absent declaration of a state of emergency by County Administrator, all employees will continue to work as in the case of a regular business day.

APPENDIX "B"

SICK LEAVE

A. Sick leave with pay shall include any absence that occurs on any day and succeeding days that an employee is not actively performing the duties of his assignments, provided the . absence is due to any of the following:

1. Personal illness;
2. Accident (not service incurred);
3. Exposure to contagious disease;
4. Attendance upon a member of the immediate family defined as employee s parents, child, or spouse) who is seriously ill and requires such attendance: and
5. Death of a relative not listed under bereavement leave. such absence not to exceed one (1) working day.

B. Sick leave shall accrue if eligible. at the rate of one and one-quarter (1-1/4) working days per month for full-time employees 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, with fifteen (15) days credited to the employee at the beginning of each successive calendar year thereafter. However, if you are employed in a grant position, then you shall receive a credit of up to the number of months left in the calendar year per your contract/grant period. Sick leave shall accumulate from year to year and shall be granted to the employee as and when needed to the extent it has accrued.

C. Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for workers' compensation shall not be chargeable to sick leave. If the claim for workers' compensation is denied, the time lost shall be chargeable to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

D. 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 employee's final paycheck.

E. Verification of Sick Leave:

1. An employee who has been absent on sick leave for five or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness and must provide proof that the employee is able to return to active work duty.

a. An employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of less than five days shall his or her sick leave record reviewed by the respective Department Head and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months.

b. The appointing authority may require proof of illness of an employee on sick leave and may further require that such employee submit to an examination at the County's choice and expense, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

c. Each Department Head shall notify the Personnel Director of any employee on sick leave for a period in excess of (20) continuous working days. The Personnel Director shall refer such employee for examination and/or evaluation within ten (10) days of referral. Sick leave shall terminate upon determination by the medical staff that the employee is able to return to work. In the event that the determination is that the employee is not able to return to work, a reevaluation of the medical condition of the employee will be accomplished on a monthly basis until such time as the employee returns to work.

2. In case of leave of absence due to exposure to contagious disease, a certification from a medical doctor shall be required.

3. In the case of death in the immediate family. reasonable proof may be required.

4. The appointing authority may require an employee who has been absent because of personal illness. as a condition of his return to duty;, to provide a physician's certification which shall establish whether the employee is capable of performing his/her normal duties and his/her return will not jeopardize the health of other employees. The appointing authority may request an employee to be examined by a physician of its choice and at its expense to corroborate the employee's medical certification.

F. Targeted Sick Leave Verification

1. PURPOSE - Paid sick leave must not be used for the purposed other than those permitted by law. An employee on sick leave is being paid by the County, and for that reason the County may impose certain restrictions and requirements on the employee during the employee's sick leave absence during their schedules shift. The County reserves all rights accorded to it under the law to verify an employee's sick leave as being

properly requested and used. Without limiting these rights, the below policy and requirements shall be followed; in addition to other legally permissible means, to verify that an employee is not using sick leave for anything other than its intended purpose.

2. PROCEDURE

A. Except as noted in paragraph M. below, the following rules shall apply for the verification of sick leave to any employee who:

(1) Receives any suspension for sick leave abuse for the twelve (12) month period following their return to work from such a suspension, and in the event that there is any further discipline of that employee for sick leave abuse in that twelve (12) month period. then for twelve (12) months from the last incident of such abuse resulting in any further discipline; or

(2) Within a six (6) month period uses a least eight (8) sick days on a one or two sick days-at-a-time basis in conjunction with any one or combination of the following:

a. A holiday off either immediately prior to or after said holiday, or immediately prior to or after any authorized leave immediately prior to or after said holiday;-or

b. A weekend either immediately prior thereto or immediately after, or immediately prior to or after any authorized leave immediately prior to or after said weekend; or

c. Immediately prior to or after any vacation;

d. On a day following a pay day; or

e. On a day for which sick leave has been requested and denied; or

(3) Uses a sick day on a least three (3) times in a calendar year on a day following a pay day; or

4. After being denied requested time off for at least three (3) times in any consecutive six (6) month period, calls out sick for each denied day.

(5) Reports out sick for a holiday or a day immediately before or after a holiday, as per Article 11, paragraphs I & J.

B. Employees who are absent where such absence places them within the scope of A (1), A(2), A(3), A(4), or A(5) above, shall be informed of same for each such absence, both orally and in writing, by a notice from their supervisor, or Department Head or his designee, within no later than the third day of their return to work from the subject qualifying absence. The basis for their absence being covered by the policy shall be set forth in the writing provided to them.

C. All employees who exceed any of the standards set forth in A(1) or A(2) or A(3) or A(4) above shall comply with all of the below requirements, unless exempted from any such requirement in writing by the Department head, or his designee. For the employee to be granted an exemption they must make a written request to the Department Head as promptly as possible, and in no event later than three (3) work days prior to the requested leave date, whenever possible, or two (2) work days following their return to work if earlier notice is not possible; and make a clear and convincing showing therein that the application of a particular policy as to them would be impossible to satisfy, or would pose an undue hardship. An employee should offer in writing with their request all feasible alternatives whenever possible. The failure to provide a feasible alternative may bear on the merits of a request and result in its denial. The failure to provide a timely request shall operate as a waiver of request. All written requests may be responded to, in writing, within no later than three (3) working days from when received, except that no response shall operate as a denial of the request.

D. Whenever possible, and consistent with each department's call-in policy, the employee himself or herself must call their department at a required time prior to the start of their scheduled work day. Unless otherwise provided, all personnel will call in no later than the start of their scheduled time. At that call-in, the employee must advise their department:

1. The nature of illness or condition; and
2. The expected duration of the illness or condition, based upon the advice of their health care provider, or if not known, based upon their reasonable expectation at that time.

E. Subject to paragraph F below, it shall be the responsibility of the employee to be accessible by telephone, at the employee's residence, for the duration of the employee's workday for the duration of their sick leave absence.

F. If the employee is not to be at their home during sick leave, the employee must so notify, in advance whenever possible, the employee's supervisor, or his designee, of:

1. The address of where the employee will be;
2. The times the employee will be there.
3. A telephone number at which the employee will be personally accessible; and
4. The reason for leaving the home.

G. In the case of doctor visits, and to pick up medication or necessities, the employee shall advise his/her supervisor, or supervisor's designee, in advance of the visit, of the name of the doctor, the doctor's telephone number, and the time of the scheduled appointment, or other qualified reason for their absence from home. The employee must contact the supervisor when the employee returns.

H. The County, in its discretion, may choose to verify sick leave through home visits or telephone contact, in addition to requiring the employee to provide a certification from a medical doctor. IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO COME TO THE TELEPHONE PERSONALLY, unless the employee's illness, physical impairment or condition prevents then from doing so, in which instance the employee shall provide written medical corroboration of such impairment, condition or illness.

I. Medical Documentation - The employee whose absences rise to the level of A(1) or A(2) or A(3) or A(4) is required to provide verification of illness by a medical doctor for each day of their subsequent absence for a twelve (12) month period thereafter. The County, in its discretion, may choose to verify sick leave by transporting the employee to a medical doctor selected by the County to examine the employee.

Verification means that the employee is required to provide a written statement by a reputable treating physician substantiating any illness or injury. The physician certification must indicate that the employee is not physically or mentally able to perform any duty connected with his/her job; and give a diagnosis of illness or injury and a prognosis as to when the employee would be able to return to work without limitation.

J. Examination by Counts Physician: Pattern Absences/Suspicion of Abuse - In cases:

1. Where the County has reasonable suspicion that an employee has abused sick leave verification, the County may require verification of illness by a physician

2. Where an employee has demonstrated a pattern in the use of sick leave, i.e. the repeated use of sick leave on the first or last day of the work week or on the day before or after a holiday; or
3. Where the employee fails to follow a provision of the procedure for sick leave verification, the County may require verification of illness by a physician selected by the County.

K. In cases where County verification is required, the County may notify the employee to report during their normal workday hours to a designated physician to be examined at County expense.

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

M. This policy shall not apply to the absences of employees:

1. Whose absences involve actual hospitalization for a least three (3) consecutive work days; and
2. Who are so physically incapacitated as to be confined to bed at a health care facility, or confined to home for a period of at least five (5) consecutive work days, or are under a doctor's on-going care for an incapacitating physical condition that prevents them from working.

Department Heads, Division and Agency Directors and supervisors will inform their subordinates of the full intent of the aforementioned.

APPENDIX C

MIDDLESEX COUNTY EMPLOYEES WARNING NOTICE

Hard copy is attached to the contracts submitted to the parties.

CERTIFICATION

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).

Name: Benjamin D. Leibowitz, Esq. /s/

Title: Middlesex County Deputy County Counsel