

AGREEMENT
BETWEEN
COUNTY OF MIDDLESEX
and
A.F.S.C.M.E. COUNCIL #73
LOCAL #3440
JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

TABLE OF CONTENTS

Article 1	Preamble.....	1
Article 2	Management Rights.....	2
Article 3	Maintenance of Work Operations.....	3
Article 4	Grievance Procedure.....	4-7
Article 5	Salaries and Longevity	8-11
Article 6	Hours of Work and Overtime.....	12-17
Article 7	Vacations.....	18-19
Article 8	Sick Leave.....	20-24
Article 9	Bereavement Leave.....	25-26
Article 10	Medical Benefits.....	27-31
Article 11	Holidays.....	32-33
Article 12	Work-Incurred Injury.....	34-36
Article 13	Military Leave.....	37
Article 14	Jury Service.....	38
Article 15	Discrimination and Coercion.....	39
Article 16	Probationary Period.....	40
Article 17	Severability.....	41
Article 18	Personnel Files.....	42-43
Article 19	Shift Differential.....	44
Article 20	Seasonal Employees (Summer Help).....	45
Article 21	Personal Days.....	46
Article 22	Part-Time Employees.....	47-48

Article 23	Safety.....	49
Article 24	Miscellaneous Benefits.....	50-55
Article 25	Rules and Regulations.....	56
Article 26	Discharge and Discipline Procedures.....	57-62
Article 27	Savings Clause.....	63
Article 28	Union Security.....	64-66
Article 29	Union Representatives -Rights and Privileges.....	67-68
Article 30	Promotions, Seniority and Layoff.....	69-71
Article 31	Child Care Reimbursement Policy.....	72
Article 32	Tuition Aid.....	73
Article 33	Job Posting and Vacancies.....	74-75
Article 34	Sexual Harassment.....	76
Article 35	Computer/Video Work Stations.....	77-78
Article 36	Fully-Bargained Agreement.....	79
Article 37	Duration.....	80
	Sign Sheet.....	81
	Appendix A.....	82-101
	Appendix B.....	102-103
	Appendix C.....	104-106

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ARTICLE 1

PREAMBLE

THIS AGREEMENT made the of June 2009 between the County of Middlesex, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter referred to as the “Employer”), and AFSCME, Local #3440 (hereinafter referred to as the “Union”), except that this Agreement shall not and does not cover or apply to employees at the County Board of Elections, who were formerly in and represented by AFSCME Local No. 2226, and as to whom a separate labor agreement shall and will be negotiated to succeed the agreement of AFSCME Local No. 2226, with the Elections Board personnel formerly in AFSCME Local No. 2226 being in a sub-unit of AFSCME 3440, designated as “AFSCME 3440-E”.

WHEREAS, the Union is the bargaining agent for the employees defined in accordance with the Public-Employee Relations Act as amended, and said Union has been certified as such by the Public Employment Relations Commission; and

WHEREAS, the Union and the Employer have engaged in negotiations; Now therefore, subject to law and in consideration of the following mutual promises, covenants, and agreements contained herein, the parties agree as follows: The County hereby recognizes A.F.S.C.M.E. Local #3440 as exclusive bargaining representative for all employees, in all departments, whose classifications are covered in PERC, Docket No. RO-88-1, regardless of employee’s permanent or provisional status, except for exclusions either negotiated or determined by PERC to be ineligible titles.

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 employee’s 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 (6) 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.

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 1.

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 an employee's 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, 2009 all employees carried on the County payroll as of December 31, 2008 shall be entitled to longevity payments as follows based upon their salary as of December 31, 2008 before the Negotiated Wage Increases are applied:

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

2. Effective January 1, 2010 all eligible employees shall be entitled to longevity payments as follows based upon their salary as of December 31, 2009 before Negotiated Wage Increases are applied:

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

3. Effective January 1, 2011 all eligible employees shall be entitled to longevity payments as follows based upon their salary as of December 31, 2010 before Negotiated Wage Increases are applied:

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

4. Effective January 1, 2012, all eligible employees shall be entitled to longevity payments as follows based upon their salary as of December 31, 2011 before Negotiated Wage increases are applied:

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

5. 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 white collar or blue collar employee who is assigned to work in a higher title by a Department Head or their designee shall in 2009 be paid an additional seventy-five cents (\$.75) per hour over his/her existing salary, and effective 1/1/10 the rate shall be raised by \$.25 per hour to \$1.00 per hour, or the minimum hourly compensation of the higher title, whichever greater, for each hour worked in the higher title. Providing there is an eligible departmental list available for a vacancy selection an employee may not continue in a higher title for a period exceeding three (3) continuous weeks, with the following exceptions: such work in a higher title is because another employee is on sick leave, vacation leave, or leave of absence. Any other unforeseen circumstance requiring additional time shall be discussed with the Union President or a designee. The Union President or a designee shall not unreasonably withhold approval for additional time.

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 year.

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

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

2. Amount

Each employee as defined in Article 5, Section C, Subsection 1 shall be subject to this Agreement shall receive the following annual increases in the manner previously described.

- 2009 - 0%
- 2010 - 2%
- 2011 - 3%
- 2012 - 3.75%

D. Performance Evaluation

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

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

Performance evaluation schedule is as follows:

<u>Evaluation Period</u>	<u>Payment Schedule</u>
October 2007 – October 2008* (*Employee must have been hired by December 31, 2006).	\$0.00 added to base salary on January 1, 2009.
October 2008 – October 2009* (*Employee must have been hired by December 31, 2007).	\$400.00 added to base salary on January 1, 2010.
October 2009 – October 2010* (*Employee must have been hired by December 31, 2008).	\$500.00 added to base salary on January 1, 2011.
October 2010 – October 2011* (*Employee must have been hired by December 31, 2009).	\$500.00 added to base salary on January 1, 2012.

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

3. In the event an employee does not receive a favorable performance rating for a given year they shall forego the increase in the calendar year following such rating.

4. Performance evaluation increases to base for the term of the contract shall be: 2009 - \$0.00; 2010- \$400.00; 2011- \$500.00; 2012 - \$500.00 and applied as provided in paragraph 1.

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 AFSCME (based on increases on base during a contract year) to include Local #3440. This clause specifically excludes arbitration awards, settlements which are Court ordered, or settlements which are not approved by the Board of Freeholders.

G. Salary Scales and Guides

The parties agree that they shall be bound by the title, grade and salary guides attached hereto as Appendix "A" to this contract

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. For snow removal or other emergency work overtime see Article 6, Paragraph M which governs.

C. Employee shall be paid at a rate of time and one-half (1-1/2) in pay when employee works a sixth consecutive day except when employee, after being scheduled to work the sixth consecutive day, requests a personal day or a vacation day to be taken during the five days immediately prior to the sixth consecutive day. Employee shall be paid at a rate of time and one-half for the first four (4) hours worked during a seventh consecutive day. After employee works the second four (4) hours during the seventh consecutive day, he shall be paid double (2) time for the second four (4) hours work during the seventh consecutive day.

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 time and 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.

3. The provisions of this paragraph will not apply to snow emergencies.

E. Employees requested or scheduled to work in excess of the normal work week and/or the

sixth consecutive day, shall be paid at the rate of time and one-half (1-1/2) in pay for all overtime hours worked. Employees working a seventh consecutive day will be paid at the rate of time and one-half (1-1/2) for the first four (4) hours of work. The second four (4) hours worked will be paid at a double time (2) rate of pay. Employees working a thirty-five (35) hour week will be subject to and receive pay equivalents based on the said rates of pay for a seventh (7th) consecutive day of work.

F. Except as provided in Section G, employees scheduled to work on a holiday shall be paid their regular days pay plus an additional rate of time and one-half (1-1/2) in pay for all hours worked on the holiday, but shall not also receive a compensatory day.

G. Notwithstanding any other provisions of this Agreement to the contrary, employees in five (5) day single shift operations scheduled to work on new Year's Day, July 4th, Christmas Day, or Memorial Day, or the days which these holidays are officially observed, shall be paid their regular day's pay plus an additional rate of double time in pay for all hours worked on these holidays, but shall not also receive a compensatory day.

H. 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.

I. 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.

J. 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.

K. Each employee shall be entitled to one (1) fifteen (15) minute break for each half-day period of work (morning and afternoon). Equivalent periods for shift work shall be also considered half-day periods of work.

L. 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.

M. Any employee who works on snow removal or other 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.

- 15 -

N. Flex-Time- It is agreed that flex-time is to be a fixed schedule for the period of time agreed to for not less than a three (3) month period. However, it is further agreed that there will be no alteration of scheduled hours after flex-time selection. The following rules will be strictly adhered to:

1. Proper employee grouping as designated by the Department Head, Director, or his/her designee shall be maintained.
2. Work schedules and assignments are to be met within required time frames.
3. Working hours: Starting and finishing times are to be observed in accordance with flex-time scheduling.

It is further agreed that flex-time work schedules will be based on and consist of a five (5) day work week.

4. It is further agreed that the change, cancellation or discontinuance of flex-time by the Department Head or his/her designee shall be effected after a prior one (1) month notice to the Union.
5. Flex-time starting shall originate and coincide with Department starting times and quitting times.
6. All employee participation in flex-time scheduling shall be voluntary.
7. An employee may request a temporary change in working hours for a specific purpose, during a given week, or longer period, with authorization from the Department Head and/or designee to facilitate the proper carrying out of employee's needs. Denial of such request by management will not be arbitrary or capricious.

O. Four-Day Work Week - The County shall have the right to establish four (4) days work

- 16 -

schedules, at its option, to overlap existing shifts. Management has the right to assign titles to the four (4) day schedule. Within title, employees will either bid on a seniority basis or work rotating shifts at the Union's option. Management agrees, to the extent possible, to make the new schedule voluntary but has the right to assign appropriate employees. There will be no shift differential.

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 they shall be entitled to overtime or premium pay 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.

- 17 -

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.

- 18 -

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 bi-weekly 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 ($\frac{1}{2}$) 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 one hour 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

- 22 -

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. Following the employee's receipt of the County's sick leave verification policy (Appendix "C" annexed), and made a part of this contract, the Union agrees to abide by said policy for any position required to be filled with an overtime slot if the employee is absent. 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

- 23 -

Personnel Office on the effective date of his/her retirement.

Q-1 In the event of a County employee's death prior to the effective date of their retirement, if the person has been a County employee for a continuous and uninterrupted period of at least 15 years immediately prior to their death and has remaining on the County's books unused accumulated earned paid sick time, the deceased employee's estate shall be entitled to receive the decedent's unused accumulated earned paid sick leave computed at the rate of one-half (1/2) of the eligible deceased employee's daily rate of pay for each day of earned unused accumulate sick leave based on the average annual compensation received during the last year of the employee's employment prior to the date of the employee's death, provided, however, that no such lump sum payment shall exceed \$15,000.00. This sum may be subject to adjustment for taxes, federal and state withholdings, and any financial obligations that the deceased employee may have to the County. Annual compensation is defined to be the annual base pay and longevity at the time of death.

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.

-24-

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.

- 25 -

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

- 27 -

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 May 7, 1999 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 enrolled in the Traditional Indemnity Plan as of May 7, 1999 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 enrolled as of May 7, 1999 in any other medical care plan may not subsequently enroll in the Traditional Indemnity

- 28 -

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

3. Employee Contribution to Premium Costs

a. All eligible County employees on the payroll or on authorized leave as of May 7, 1999 shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the employee for as long as they are continuously so employed. Employees who separate from County service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service.

b. Employees who enter County service or become eligible for medical insurance coverage after May 7, 1999 (referred to as “new employees” and “new hires”) 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

- 29 -

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

For 2009, 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.

Effective 1/1/2010, the prescription for co-pay shall be increased to \$3.00 for generic

drugs prescribed by a duly licensed physician, and \$5.00 for name brand drugs prescribed by a duly licensed physician. Co-pay for current retirees and retirees during the term of this contract shall remain \$.0 for generic and \$3.00 for brand name drugs prescribed by a duly licensed physician.

- 30 -

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.

- 31 -

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.

- 32 -

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. Security Employees - Employees who are on a four (4) day on, four (4) day off schedule shall be entitled to premium holiday pay if a holiday falls on a regular work day that they shall be required to work. They shall not be entitled to holiday pay if said holiday falls on a normally scheduled day off. To the extent a year end review demonstrates that such an employee shall not have been able to use the number of holidays included in this Article they may be compensated for such unused holiday time in the first full pay period of the following

year.

- 33 -

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

- 34 -

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

- 35 -

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.

- 37 -

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 shall not have recourse through the grievance procedure set forth in this Agreement.

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 official 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 photocopy at the employee expense, define, explain, or object to 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.

- 42 -

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 departmental 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.

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

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
2nd Shift	.95	.95	.95	.95
3rd Shift	1.00	1.00	1.00	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.

- 45 -

ARTICLE 21

PERSONAL DAYS

A. Employees covered under this Agreement shall be allowed four (4) days of personal leave annually. 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 vacation 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.

F1. Effective 1/1/10, part time employees working at least 20 hours per week, after

two continuous full years of part time employment of at least 20 hours per week, shall be entitled to proportional paid jury duty leave and proportional paid bereavement leave.

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.

- 47 -

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.

- 49 -

ARTICLE 24

MISCELLANEOUS BENEFITS

A. Meal Expenses

1. Any employee required to work through a meal hour shall be entitled to reimbursement up to the maximum amount set forth in the schedule in paragraph four (4) of this Article. A meal allowance shall be deemed to accrue when the employee has worked at least 1-1/2 hours past the conclusion of their normal shift assignment.

2. Entitlement to meal expenses shall be calculated as follows.

1-1/2 hours but less than 7-1/2 hours = 1 meal

7-1/2 hours but less than 13-1/2 hours = 2 meals

More than 13-1/2 hours of continuous overtime shall entitle the employee to one meal allowance every six (6) hours.

3. Any employee who is required to work through his/her regular lunch period shall be paid at the rate of time and one-half (1-1/2) for lunch time worked. Employees who are called in to work not connected with their regular hours of work for a period of time exceeding two (2)

hours will receive a paid lunch after six (6) hours of work. Employees called in for a period of two (2) hours connected with their regular shift will not be subject to receiving a paid lunch until after completing their regular shift hours of work.

4. Meal allowances shall be paid during the term of the contract as follows:

2009 - \$8.00

2010 - \$10.00

2011 - \$10.00

2012 - \$10.00

- 50 -

B. Uniforms

1. It is understood and agreed that in the event any Department Head determines that his/her employees shall be dressed in uniforms, that Department Head shall supply to said employees uniforms (summer and winter issue) on a yearly basis. Uniforms shall be replaced on an as-needed basis as solely determined by the Department Head.

2. Local #3440 Telecommunications Officers, Public Safety Telecommunicators, and Communication Officers will receive a \$400.00 annual uniform allowance effective January 1, 2009, to be paid by December 31, 2009 for the year 2009; for the year 2010, to be paid by December 31, 2010; for the year 2011, to be paid December 31, 2011; and for the year 2012, to be paid by December 31, 2012; all to be paid by separate checks.

C. 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.

D. Vehicle Assignments and Mileage Allowance

1. General Policy - The County shall, as far as practicable, make a County vehicle available for use by County employees to accomplish assigned public tasks which require travel. In the event it is impossible to provide a County vehicle to an employee, said employee may use a private vehicle and be reimbursed for out of pocket expenses such as tolls and parking fees

- 51 -

evidenced by receipts, as well as such mileage rate as is adopted in the County Personnel Policy.

2. Specific Standards - All applicable provisions of the County personnel policy regarding operation, maintenance and service of County vehicles shall apply to an employee's operation of any County vehicle.

3. Full time assignment of County vehicles -

a. Rights and Prerogatives - The parties to this contract agree that the County has the right to enlarge, decrease or alter its vehicle fleet at any time as a budgetary and management prerogative. No employee has a perpetual expectation or right to a vehicle assignment notwithstanding prior vehicle assignment or length of time of such vehicle assignment subject to the provisions set out below. Notwithstanding this management prerogative the County agrees to provide not less than thirty (30) days notice to any affected employee if an impending action to withdraw an assigned vehicle from around the clock availability. Such notice shall be in writing receipted for by the employee. It shall be the employee's responsibility to notify the Union of such action should they so desire.

b. Criteria and Purpose - The County may from time to time assign County vehicles to

specific job titles as appears in the best interest of the County to further the efficient accomplishment of assigned tasks, on call status, restricted off hour parking and off hour vehicle security. The County may review the exercise of its discretion on these issues at any time and alter its assignments as it sees fit with notice as described above in (a.) to the individuals as outlined above.

c. Effect of Reassignment - The County recognizes that a vehicle assignment which provides free commutation to an employee, while not the primary purpose of such assignment,

- 52 -

nonetheless is a secondary benefit conferred those employees. Accepting that premise the parties agree that if as a result of economies, realignment of duties, or reevaluation of priorities the County withdraws the assignment of a vehicle from a particular employee, that employee shall be entitled to replacement compensation as described hereafter. Since the only permissible use of a County vehicle is for a public purpose or commutation said compensation shall be calculated on a mileage reimbursement formula as set forth in Paragraph 1 of this section multiplied by the shortest road distance from the employee's residence to his assigned work station and return on a five day a week basis. Said compensation shall be paid to such effected employee for a period of one year, except as is set forth below:

11. If the County gives an employee one year of notice that the County intends to recall, or not replace, a vehicle that an employee has been assigned at work, and has used to commute between work and their residence, domicile, or other place of rest, at the expiration of one year from said notice if the vehicle assignment or use is recalled or discontinued by the County, the County shall have no obligation to the affected employee to replace it, nor shall the County have any financial obligation to the employee for the recall, or discontinuance of the use of such vehicle, or its non-replacement, and it is agreed that the provision of such a vehicle both prior to this agreement, and subsequent to it, is not a term, benefit or condition of employment, but has been and continues to be, if provided to an employee, merely an incidental convenience for the employee that does not entitle an employee to any monetary compensation for removal, or discontinuance, of a vehicle, provided that they receive one year advance notice as set forth above. Any provision in the contract inconsistent with any of the foregoing shall be superseded by the foregoing.

E. 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 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

- 53 -

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,1.

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.

F. 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.

G. 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.

H. Assistant Foreman

Assistant foreman shall assist the foremen in supervising and working with employees as long as such work performed is reasonable and within the skills and qualifications of their title. It is understood that assignments to assistant foreman shall not unduly take away overtime opportunities for non-supervisory employees.

- 54 -

I. Consolidation of Departments

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

J. C.D.L. Licensure

1. The County of Middlesex agrees to pay the fee for any commercial drivers license or subsequent renewals upon the execution of this Agreement. Only that portion of the fee attributable to renewal of the CDL is reimbursable by the County. This includes CDL endorsements, but not the fee for a regular driver’s license. The County agrees to pay those current unit members who paid a \$50.00 fingerprinting fee for C.D.L. licensure for their County employment shall be entitled to a one time \$50.00 reimbursement upon providing satisfactory proof of payment to the County Personnel Department.

2. CDL LICENSE MEDICAL EXAM EXPENSE. If an employee who is required by the County to have a CDL license for their County employment is unable to have the expense of their CDL medical exam fully covered by their County health benefits, or other arrangements as the County may make for them to satisfy this requirement without them incurring any expense, which the County may direct them to use, then the employee shall be reimbursed by the County for the unavoidable uncovered expense upon submission to the County of appropriate documentation of the expense, which shall be the employee’s responsibility as promptly as reasonable possible to provide to the County and within not more ten (10) business days of incurring, unless unable to do so in that time. This benefit shall commence effective 1/1/10. (It is not retroactive to 1/1/09).

K. 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.

L. Vehicle Inspection and Service

Drivers assigned to the area wide transportation system or other vehicle transportation responsibilities who are required to inspect, service and report on the condition of said vehicles daily shall have an adequate period of time to perform such tasks on County time to be not less than twenty (20) minutes daily or for such period of time as is customarily provided under pre-existing Departmental practice.

- 55 -

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.

34:13A-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.

3. NOTICES OF MINOR DISCIPLINARY ACTION. Employees shall be served with notices of minor disciplinary matters within 45 days of when a superior has sufficient basis to charge an employee with minor discipline, unless an extension is mutually agreed to between the County and either the employee or the union, except that the 45 day provision shall not apply to matters involving minor discipline for discrimination or harassment claims for review by the County Personnel Department or Office of County Counsel.

First Offense: Oral Warning

Given by a supervisor to the employee in the presence of a Union representative, and clearly stating all the reasons for the warning. Notation of this warning shall be made in the employee's personnel file.

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 warning shall be given to the employee, one to

the Union representative, and one copy shall be placed in the employee's personnel file.

Third Offense: Written Warning

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

- 57 -

Fourth Offense: One Day Suspension

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.

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.

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

- 58 -

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 therefrom), or more than five (5) days at one time, or for a period of more than fifteen (15) days in the aggregate in any one (1) year shall be served with written charges and have the right to appeal the last disciplinary action to the Department of Personnel;

(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

- 59 -

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 affects 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

- 60 -

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.

- 61 -

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.

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. Representative Fee

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter or any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in the amount equal to no more than eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the County by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of the Representation Fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure

1. Notification: Prior to March 1st of each year, the Union will submit to the County a list of those employees who have not become members of the Union for the then current year. The

County will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule: The County will deduct the Representation Fee in equal installments biweekly, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question, and will make every

- 64 -

effort to transmit the collective monthly dues to Representative Union by the fifteenth (15th) of the following month. The deductions will begin with the first paycheck paid: (a) ten (10) days after receipt of the aforesaid list by the County; or (b) thirty (30) days after the employee begins his/her permanent employment in a bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

4. Changes: The Union will notify the County in writing of any changes in the list provided for in Section one above and/or the amount of the Representative Fee, and such changes will be reflected in any deductions made more than ten (10) days after the County receives said notice.

C. Indemnification: With respect to dues deductions, Representation Fee deductions, and the Union's demand and return system established pursuant to law, the Union shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the County pursuant to the

above provisions concerning dues deductions and Representation Fee. It is furthermore expressly understood that the Representation Fee provision set forth above shall not be effective unless and until the Union shall have notified the County in writing, that it has adopted a demand and return system which fully complies with applicable statutory provisions.

D. Any Union member desiring to resign from the Union shall be permitted to do so only on two (2) specific occasions during the calendar year; i.e.. on January 1st or July 1st. This

- 65 -

request must be in writing to the President of the Union and the Employer's Comptroller.

E. Upon the receipt of a lawfully executed written authorization from an employee, the County agrees to deduct the regular monthly dues of such employee from his/her pay check and remit such deduction to A.F.S.C.M.E. Council #73, Nottingham Village Square, 2653-A, Whitehorse Hamilton Square Road, Hamilton, NJ 08690. The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted.

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 are 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 supervisor 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

- 67 -

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 be granted thirty (30) paid days providing these days coincide with their regularly scheduled work days, and thirty (30) unpaid days in the aggregate to attend Union conferences or conventions. It is further understood that these leave days are not cumulative on a year to year basis.

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

68 -

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. Seniority is defined as an employee's total continuous length of service with the County beginning with initial date of hire. Any authorized leave of absence is considered to be continuous service with no accrued seniority for that period of time.

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

- 69 -

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

- 70 -

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.

ARTICLE 31

CHILD CARE REIMBURSEMENT POLICY

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

The weekly reimbursement for 2009 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.

Effective 1/1/10, the rates of reimbursement shall be increased by \$10.00 per week for each range as follows:

- d. If the employee's salary is \$18,000 or less per annum the reimbursement will be \$50.00 per week.
- e. If the employee's salary is \$18,001 to \$25,000 per annum the

reimbursement will be \$45.00 per week.

- f. If the employee's salary is \$25,001 through \$60,000, the reimbursement will be \$30.00 per week.

- 72 -

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 creates a new job 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

- 74 -

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

- 77 -

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.

- 78 -

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

A. This Agreement shall be in full force and effect as of the date of signing and remain in effect to and including December 31, 2012. 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, 2012.

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.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES LOCAL #3440**

Union President

BOARD OF CHOSEN FREEHOLDERS

Margaret E. Pemberton

Stephen J. Dalina, Director

- 81 -

APPENDIX "B"
COUNTY EMERGENCY CLOSING POLICY

1. **EMERGENCY DECLARATION:** The policy applies when all or part of County operations are shut due to an official declaration by the Office of the County Administrator. Official announcements will be carried on (radio 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

- 90 -

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 "C"

SICK LEAVE VERIFICATION

This provision will apply to sick leave as described in Article 8, Paragraph "N" of this contract. Paid Sick Leave must not be used for purposes other than those permitted by law. An employee on sick leave is being paid by the County and, for that reason, the County may impose certain restrictions on the employee during the employee's scheduled shift. The purpose of this policy is to provide the County with the means to verify that an employee is not using sick leave for other than its intended purpose. The following rules shall apply for the verification of sick leave:

1. The employee must call in at least 2 hours before the start of the scheduled shift.
2. The employee must advise of the nature of the illness.
3. The employee must advise of the expected duration of the illness.
4. It shall be the responsibility of the employee to be accessible by telephone at the employee's residence for the duration of the employee's shift.
5. If the employee is not to be at home during sick leave, the employee must so notify, in advance, the employee's supervisor (or their designee) of (a) the address of where the

employee will be; (b) the times the employee will be there; (c) a telephone number at which the employee will be personally accessible and (d) the reason for leaving the home.

6. In the case of doctor visits (and to pick up medication), the employee shall advise their supervisor (or supervisor's designee), in advance of the visit, of the name of the doctor, the doctor's telephone number, and the time of the scheduled appointment. The employee must

- 92 -

contact the supervisor when employee returns home.

7. The County, in its discretion, may choose to verify sick leave through home visits or telephone contact. IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO COME TO THE TELEPHONE PERSONALLY. An employee is not permitted to use a beeper or answering machine to screen calls.

8. Medical Documentation: An employee is required to provide verification of sick leave when an employee is out sick more than 15 days in a calendar year or when an employee is out 5 consecutive days. The County will reimburse the employee half the amount toward the cost of obtaining such verification. (NOTE: Documentation can be required form first day of illness. "Verification" means that the employee is required to provide a written statement by a reputable treating physician substantiating any illness. The physician certification must indicate that employee was not physically able to perform any duty connected with their job and must give a diagnosis of illness. The County may require the employee to submit to examination by a physician appointed by the County.

9. Examination By County Physician - Pattern Absence/Suspicion of Abuse: In cases (1) where the County has reasonable suspicion that an employee has abused sick leave; (2) where an

employee has demonstrated a pattern in the use of sick leave (for example, the repeated use of sick leave on the first or last day of the work week or on the day before or after a holiday); or (3) where the employee has used 15 sick days in a twelve month period, the County may require verification of illness by a physician selected by the County. In cases where county verification is to be required, the employee will be notified, then the request for sick leave is made, to report during the shift to a designated physician at County expense.

- 93 -

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

