

Contract no. 161

LIBRARY
INSTITUTE OF MANAGEMENT
JUN 25 1992
RUTGERS UNIVERSITY

A G R E E M E N T

Between

COUNTY OF MIDDLESEX

and

**RARITAN BAY MENTAL HEALTH CENTER PROFESSIONALS,
and MIDDLESEX COUNTY MENTAL HEALTH CLINIC PROFESSIONALS,
AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES**

AFL-CIO

LOCAL 3460

January 1, 1992 - December 31, 1993

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. Box 112
LIBERTY CORNER, N.J. 07938
(908) 560-1776

INDEX

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
	PREAMBLE.....	1
	RECOGNITION.....	2
1	NON-DISCRIMINATION.....	4
2	MANAGEMENT RIGHTS.....	4
3	UNION RIGHTS.....	5
4	DUES CHECK-OFF.....	7
5	ADHERENCE TO DEPARTMENT OF PERSONNEL.....	9
6	RULES AND REGULATIONS.....	9
7	WORK PRACTICES COMMITTEE.....	9
8	WAGES.....	10
9	MERIT INCREASES.....	11
10	LONGEVITY.....	12
11	HOURS OF WORK.....	12
12	OVERTIME.....	13
13	FLEX TIME.....	14
14	SHIFT DIFFERENTIAL.....	16
15	HOLIDAYS.....	16
16	VACATIONS.....	17
17	PERSONAL DAYS.....	19
18	SICK LEAVE.....	19

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P. O. Box 112
LIBERTY CORNER, N.J. 07938
(908) 580-1776

INDEX

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
19	ANNUAL SICK TIME BUYOUT.....	20
20	ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT.....	21
21	PENSION.....	21
22	WORK INCURRED INJURY.....	22
23	MATERNITY LEAVE.....	24
24	MILITARY LEAVE.....	25
25	BEREAVEMENT LEAVE.....	25
26	MEDICAL BENEFITS.....	26
27	GRIEVANCE PROCEDURE.....	29
28	DISCIPLINE.....	31
29	ARBITRATION.....	38
30	PROMOTIONS.....	39
31	JOB VACANCY - JOB BIDDING.....	40
32	PERSONNEL FILES.....	41
33	JURY DUTY.....	42
34	TUITION AID AND LICENSING FEES.....	42
35	MILEAGE ALLOWANCE.....	43
36	PART-TIME EMPLOYEES.....	43
37	LAYOFF AND RECALL.....	44
38	RECLASSIFICATION SURVEY.....	45
39	RESIGNATION.....	45
40	COMPUTATION OF ERRORS.....	46

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P. O. BOX 112
LIBERTY CORNER, N.J. 07908
(908) 580-1770

INDEX

<u>ARTICLE NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
41	EXISTING LAW.....	46
42	SEPARABILITY AND SAVINGS CLAUSE.....	46
	EMANATING POLICY.....	47
43	NO STRIKE OR LOCK-OUT.....	47
44	DURATION OF CONTRACT.....	48

PREAMBLE

THIS AGREEMENT made this day of , 1992
between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its
Board of Chosen Freeholders (hereinafter known as the Employer)
and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME), AFL-CIO Local 3460, RARITAN BAY MENTAL HEALTH
CENTER PROFESSIONALS, and MIDDLESEX COUNTY MENTAL HEALTH CLINIC
PROFESSIONALS (hereinafter known as the Union).

WHEREAS, the Union has been selected as the bargaining agent
by the employees to be defined, in accordance with Chapter 303 of
the Laws of 1968, and said Union has been in negotiations with the
Employer pursuant to Chapter 303 of the Laws of 1968; and

WHEREAS, the Union and the Employer have agreed upon certain
terms of employment as a result of negotiations carried on
pursuant to Law; however, it is understood that this Agreement
contains all the terms and conditions of employment between the
County and the employees covered by this Agreement. Previous or
past practice existing or alleged to have been existing prior to
the effective date of this Agreement shall not be admissible in
any judicial or grievance procedure hearing.

NOW, THEREFORE, subject to Law as herein provided, the
parties hereto, in consideration of the following mutual promises,
covenants, and agreements contained herein, do hereby establish
the following terms and conditions which shall govern the
activities of the parties and all affected employees.

RECOGNITION

American Federation of State, County and Municipal Employees, AFL-CIO, Local 3460, Raritan Bay Mental Health Center Professionals, is hereby designated as the exclusive bargaining agent for all full-time and part-time non-supervisory professional employees employed by the County of Middlesex at the Raritan Bay Mental Health Center, in the following job titles and salary ranges for 1992 and 1993:

	1992	Hiring Rate
Psychiatric Social Worker	16,126-33,373	22,866
Sr. Psychiatric Social Worker	20,586-42,609	245,235
Principal Psych. Social Worker	23,892-49,306	28,943
Clinical Psychologist	16,936-35,040	22,866
Sr. Clinical Psychologist	22,694-46,964	28,943
Principal Clinical Psychologist	27,585-57,081	32,754
Head Nurse	20,586-42,605	24,617
Sr. Public Health Nurse	18,671-38,638	22,248
Graduate Nurse (Licensed-RN)	18,671-39,505	22,248
Social Worker Institution	16,126-33,373	18,643
Health Educator	18,671-38,638	21,630
Rehabilitation Counselor	18,671-38,638	21,630
Sr. Rehabilitation Counselor	20,586-42,603	25,235
Teacher-Special Education	17,783-36,792	21,630
Psychological Assistant	14,627-30,271	18,643
Clinical Psychological Intern	13,800-28,557	18,643
Occupational Therapist	12,636-26,141	18,643
Sr. Occupational Therapy Aide	11,919-28,038	18,643
Research Assistant	13,142-28,292	18,643

NOTE: Add one thousand dollars (\$1,000) in Bi-lingual/Spanish starting salary.

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P. O. BOX 112
LIBERTY CORNER, N.J. 07908
(908) 560-1776

	1993	Hiring Rate
Psychiatric Social Worker	16,610-34,374	23,552
Sr. Psychiatric Social Worker	21,203-43,887	25,992
Principal Psych. Social Worker	24,544-50,785	29,811
Clinical Psychologist	17,444-36,091	23,552
Sr. Clinical Psychologist	23,375-48,373	29,811
Principal Clinical Psychologist	28,413-58,793	33,737
Head Nurse	21,203-43,883	25,356
Sr. Public Health Nurse	19,231-39,798	22,915
Graduate Nurse (Licensed-RN)	19,231-40,690	22,915
Social Worker Institution	16,610-34,374	19,202
Health Educator	19,231-39,798	22,279
Rehabilitation Counselor	19,231-39,798	22,279
Sr. Rehabilitation Counselor	21,203-43,881	25,992
Teacher-Special Education	18,316-37,895	22,279
Psychological Assistant	15,066-31,180	19,202
Clinical Psychological Intern	14,214-29,413	19,202
Occupational Therapist	13,015-26,926	19,202
Sr. Occupational Therapy Aide	12,277-28,879	19,202
Research Assistant	13,536-29,141	19,202

NOTE: Add one thousand dollars (\$1,000) in Bi-lingual/Spanish starting salary.

Excluded are supervisory employees, non-professional employees, managerial executives, confidential employees, craft employees, and police within the meaning of the Act.

Any new title authorized for use by the Center will be negotiated for inclusion or exclusion from this bargaining unit. If the parties are unable to agree on the inclusion or exclusion of a title, the Union, or the Employer, will pursue statutory procedures under the New Jersey Public Employment Relations Act.

It is understood and agreed that the Employer shall be able to hire new employees above the minimum and within the salary range to reflect past experience.

EXPERIENCE FACTOR: With respect to new or future hires of Raritan Bay Mental Health Center, the Center intends that it would

LAW OFFICES
 APRIL JESE, McDERMOTT,
 MASTRO & MURPHY
 A PROFESSIONAL CORPORATION
 25 INDEPENDENCE BOULEVARD
 P. O. BOX 112
 LIBERTY CORNER, N.J. 07938
 (908) 580-1778

credit prospective employees with all or any portion of such employee's employment experience before employment with the Center. The crediting of all or any portion of a prospective employee's experience will be determined by the Department Head or his/her designee, in his/her sole discretion, up to the sum of five thousand dollars (\$5,000), either at the time a new employee starts employment or during the employee's probationary period.

ARTICLE 1

NON-DISCRIMINATION

The County of MIDDLESEX is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, marital status, handicap, political or union affiliation. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and control operations; to discontinue, or reorganize or combine any Department or Branch of operations with any consequent reduction or other changes in the working force; to hire and lay off employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of

management. None of these rights shall be exercised in a capricious or arbitrary manner.

The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE 3

UNION RIGHTS

A. The Union will furnish to the Center Director a list of duly elected or appointed Shop Stewards within the ten (10) days after their election or appointment. These Stewards will not be transferred or reassigned to another location without a ten (10) day prior notice in writing to the Union with the reason a transfer is to be affected. Unreasonable transfer of a Steward is subject to the grievance procedure.

B. The AFSCME Union Representative in cooperation with Management shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to enforcement and policing of the final agreement reached, so long as such visits do not interfere with proper service to the public.

C. The President or 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. Any employee may arrange with the Supervisor to check his/her time

card, time book or time sheets at any reasonable time. The Union must have good reason for seeing the desired information.

D. 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 grievance, unfair practice charge, disciplinary hearing, arbitration or complaints. All requests shall be made through the Personnel Director.

E. Whenever any representative of the Union or any employee is required by the Employer or the Union to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, disciplinary hearings, unfair practice charges or formal conferences within the County complex, the employee shall suffer no loss in pay.

F. The Union shall have the continued use of bulletin boards and mailboxes.

G. Effective upon this Agreement, Union members to be designated by the Union shall be granted five (5) paid days providing these days coincide with their regularly scheduled work days, and three (3) unpaid days for a total of eight (8) 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.

ARTICLE 4

DUES CHECK-OFF

In compliance with NJSA 52:14-15.9(3), as amended, the Employer agrees to deduct the bi-weekly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer in writing by the Union, and the aggregate deductions from all employees shall be remitted to AFSCME Council 73, Trenton, N.J., together with a list of names of all employees for whom the deductions were made, on or before the 15th day of the succeeding month after such deductions are made. This authorization shall be irrevocable for as long as permitted by applicable law.

If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Employer written notice, prior to the effective date of such change. The authorization to deduct full Union dues may be revoked by an employee at any time, and full dues shall terminate January 1, or July 1, whichever date occurs first after notice of termination.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed with the Union who does not join within ten (10) days of re-entry into employment with 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 an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the County.

The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the County on reliance upon the salary deduction authorization cards submitted by the Union to the County and/or that may arise by reason of action taken by the County in the salary deduction of eighty-five percent (85%) of the Union dues for employees who are non members of the Union.

The Union has established and maintains a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. BOX 112
LIBERTY CORNER, N.J. 07908
(908) 580-1778

either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.5, as amended.

ARTICLE 5

ADHERENCE TO DEPARTMENT OF PERSONNEL

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

ARTICLE 6

RULES AND REGULATIONS

Proposed new negotiable rules or modifications of existing negotiable rules governing working conditions shall be negotiated with the Union before they are established.

ARTICLE 7

WORK PRACTICES COMMITTEE

There shall be a Joint Union-Management Work Practices Committee, composed of three (3) members from the Union and three (3) members from Management (one of which shall be the Administrator), to meet at least once monthly, not to exceed two (2) hours in time, to examine and make recommendations on:

1. Discuss anticipated policy changes affecting work arrangements.

2. Questions of Security, during working hours at the Center.

3. All other related issues of mutual concern with the exception of grievances.

SECURITY OF PERSONNEL: Both Management and the Union shall appoint representatives to the Committee on Personnel Security. This committee shall work out a comprehensive plan for the Center's staff to implement in the event of physical attack by patients. Such a plan will include training of therapists, telephone operators, front desk personnel, and permanent and part-time security guards.

When such a plan is put into operation, a Coordinator of Personnel Security shall be appointed by Management to see that the plan is continually in operation and is kept effective and up-to-date.

IN-SERVICE TRAINING: Management, in consultation with the Work Practices committee, shall provide a program of in-service training - in addition to the present peer supervision program.

ARTICLE 8

WAGES

A. All eligible employees in this negotiating unit being carried on the County payroll as of December 31, 1991, or on approved leaves of absence as of December 31, 1991, shall receive their 1992 negotiated Wage Increase of three percent (3.0%) based upon their December 31, 1991 base salary, said increase being retroactive to January 1, 1992 and shall be eligible for a bonus of one (1.0%) percent of 1991 base salary which shall not be added to base salary, with the following exceptions:

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. Box 112
LIBERTY CORNER, N.J. 07938
(908) 580-1776

1. Employees on approved leaves of absence shall receive the negotiated Wage Increase and Bonus only upon their return to work.

2. Employees who sever employment with the County prior to execution of this Agreement will not be included in the wage increase or bonus, with the exception of retirees and deceased employees, and in the case of deceased employees the payment shall be made to his/her estate.

B. All eligible employees in this negotiating unit being carried on the County payroll as of December 31, 1992 shall receive their 1993 negotiated Wage Increase of three (3.0%) percent based upon their December 31, 1992 base salary, said increase to be effective as of January 1, 1993 with the following exception:

1. Employees on approved leaves of absence shall receive the negotiated Wage Increase only upon their return to work.

ARTICLE 9

MERIT INCREASES

It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A. 34-13A-1 et seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the negotiating process. The only exceptions to this policy will be represented by certification to a higher position or a temporary or provisional appointment to a higher position. In these cases

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. BOX 112
LIBERTY CORNER, N.J. 07938
(908) 590-1776

the promotion policy as contained in this contract will be observed.

ARTICLE 10

LONGEVITY

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

9 through 15 years of service	= 2%
16 through 20 years of service	= 5%
21 years and over	= 7%

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

ARTICLE 11

HOURS OF WORK

The normal work hours for the bargaining unit are to be as follows: thirty-five (35) hours per week - 8:30 a.m. to 4:15 p.m., with forty-five (45) minutes for lunch, and these hours are to remain in effect until mutually changed. However, some employees, because of the nature of their work, may be on different work schedules, starting times, or quitting times as assigned by Management. Either party has the right to request a change, and such request is to be the subject of negotiations.

A. BREAKS: All employees shall receive fifteen (15) minutes break for each one-half (1/2) day period of work, morning and afternoon.

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

B. TIME FOR CERTIFICATION AND/OR LICENSING EXAMINATIONS: It is understood and agreed that one (1) working day will be granted off with pay to employees for the following purposes:

1. State of New Jersey licensing for Psychologist.
2. State of New Jersey licensing for Diplomate Psychologist.
3. State of New Jersey certification for MSW to receive ACSW.
4. State of New Jersey registration certification examination for nurses.
5. All other licensure examination requirements and the granting of time-off for same will be determined by the R.B.M.H.C. Administrator.

ARTICLE 12

OVERTIME

A. Authorized overtime, that is, overtime required by the Employer, which is worked in excess of the regular full time work week or in excess of the regular full time work day, but is not in

excess of 40 hours per week, shall be compensated for by compensatory time at straight time.

B. Overtime not requested by the Employer, however, necessary in the professional judgment of the employee, must be approved by the Executive Director of the Employer or his designee. Such overtime, if worked, shall be compensated by compensatory time at the rate of straight time.

C. Overtime shall be scheduled on a reasonable equalized basis where such work is in the nature and normal routine of the job.

D. However, it is further understood that the Director or his designee will retain the final authority on the right to grant usage of compensatory time.

ARTICLE 13

FLEX TIME

A. It is understood and agreed that flex time is to be a fixed schedule for the said period of time agreed to for not less than a three (3) month period. However, it is further understood that there would be no alteration of scheduled hours after employee's flex time selection.

The following rules will be strictly adhered to:

1. Proper employee grouping as designated by the Chief Executive Officer or his 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 accord with flex time scheduling.

4. It is further agreed to and understood that flex time continuance or discontinuance shall rest on proper planning requirements concerning programs or project services to the public as decided by the Director or his designee, upon a thirty (30) day written notice.

5. It is further agreed to and understood that the cancellation or discontinuance of Flex Time by the Director or his designee shall be effected after a prior one (1) month notice to the Union.

6. Flex time starting shall originate no earlier than 8:30 a.m. and terminate no later than 9:30 p.m. of the work day.

Flex time work week will consist of a minimum of a four (4) day work week totaling thirty-five (35) hours, or a maximum five (5) day work week totaling thirty-five (35) hours. No employee can work less than a four (4) day work week to reach his thirty-five (35) hour total.

It is further understood and agreed that all flex time hours in excess of the normal seven (7) hour day shall be recognized as straight time hours for all time applications.

B. 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 Center Administrator, to facilitate the proper carrying out of the employee's duties, or to meet an employee's needs.

ARTICLE 14

SHIFT DIFFERENTIAL

Employees who work a second shift shall receive an additional fifteen cents (\$.15) per hour and employees who work the third shift shall receive an additional twenty cents (\$.20) per hour over the hourly rate for their first shift. Any such employee who works overtime shall receive shift differentials at the rate of time and one-half for said overtime.

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

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.

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.

ARTICLE 15

HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day

Veteran's Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Day

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls during an employee's vacation or bereavement time, he shall be granted an additional day off with pay.

ARTICLE 16

VACATIONS

A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month-to-month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for the balance of the year ending December 31st.

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

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

YEARS OF SERVICE

AMOUNT OF VACATION

Less than one year

One working day for each month of service.

One to five years

Fifteen working days during each year of service.

Six to nine years

Eighteen working days during each year of service.

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. BOX 112
LIBERTY CORNER, N.J. 07938
(908) 580-1776

Ten to twelve years Nineteen working days during each year of service.

Thirteen to twenty years Twenty-two working days during each year of service.

Twenty-first year or more Twenty-seven working days during each year of service.

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

An employee may be granted up to three (3) consecutive days of the vacation time he/she is credited with, in the case of an emergency or unforeseen circumstances of the affected person, upon approval of the Administrator.

Vacation time accumulation will be based on the Civil Service Ruling now in effect which allows vacation carry over for one (1) year only.

The Employer and his designated representatives shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the Department of Civil Service concerning emergencies, etc., shall be observed by both parties. Employees shall submit requests for vacation time no later than May 1st of each year, with first and second choices. The first choice requested shall be on the basis of seniority. Vacation time may be used on less than a full vacation basis by request and agreement of the employee's immediate Unit Chief. It shall be assumed that an employee will remain in the service for the full calendar year; or portion thereof from date of hire, and is entitled to use all vacation time for that year when requested as permitted by the vacation schedule. Any employee leaving the

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P. O. BOX 112
LIBERTY CORNER, N.J. 07908
(908) 580-1776

service of the County shall have unused vacation time paid him. Unearned vacation time used will be deducted from employee's last pay if separation of services occur. If an employee dies with accumulated annual vacation leave, his/her estate will be paid a sum equal to the compensation for that vacation leave.

ARTICLE 17

PERSONAL DAYS

All employees shall have four (4) personal days in addition to those above for any personal purpose. Personal days may not be carried over to the following year. Personal days may be taken on separate days or consecutively; however, the employee will give the Employer three (3) days notice for each personal day to be taken, EXCEPT IN EMERGENCY SITUATIONS. New employees shall accrue one (1) personal day at the end of each third (3rd) month of employment and severance pay shall be calculated considering personal days on the basis of one (1) accrued day per third month of employment completed in the year said employment is terminated.

ARTICLE 18

SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter (1-1/4) days per month on a month to month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

LAW OFFICES

APRUZZESE, McDERMOTT,

MASTRO & MURPHY

A PROFESSIONAL CORPORATION

25 INDEPENDENCE BOULEVARD

F. O. BOX 112

LIBERTY CORNER, N.J. 07908

(908) 580-1776

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to the employees at the beginning of each successive calendar year.

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

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

ARTICLE 19

ANNUAL SICK TIME BUYOUT

At the end of each calendar year of this Agreement, employees having used five (5) days or less annual sick leave out of fifteen (15) sick days credited per current year, may apply for and receive payment for sick days credited and not used. The following provisions apply:

1. Only employees having used five (5) days of sick leave or less out of fifteen (15) days credited per calendar year qualify for participation.
2. Payment shall be made in the amount of one (1) day's pay for every three (3) days that are not used. Since the total number of sick days earned in given year is fifteen (15), there is a maximum of five (5) days' pay in the buyout of each calendar year.

3. Eligible employees applying for sick time buyout will do so on December 31st of each current year by signing an authorization card provided by the County. Payment will be made in the third payroll period of the succeeding year.

ARTICLE 20

ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

Employees covered under the terms of this Agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation one-half payment for every full day of MIDDLESEX County earned and unused accumulated sick leave (not to exceed \$15,000) which is credited to him/her on the employment records and credited by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

ARTICLE 21

PENSION

The employer shall continue to cover the employees covered by this Agreement for Pension Benefits through the New Jersey Public Employees Retirement System (PERS) for the duration of this Agreement.

ARTICLE 22

WORK INCURRED INJURY

A. Whenever an employee is injured or disabled as a result of or arising out of his employment so as to be physically unfit for 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 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 he may receive as Workers' Compensation, temporary disability or legal settlements arising out of his injury.

Payments for any and all injuries set forth in Paragraph 1 of this section shall be in accordance with the requirements of N.J.S.A. 34:15-1 et seq. and any and all supplements or amendments thereto.

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:

a. No later than the start of the second day after the occurrence of an injury covered by this section, the injured employee shall complete the customary injury report(s) required by

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

b. Within 48 hours of the occurrence of an injury covered by this section, the Department Head shall furnish information on the forms supplied by the Director of Personnel and Employee Relations and one copy of said report shall be submitted to the Clerk of the Board of Chosen Freeholders.

c. The Director of Personnel and Employee Relations shall cause an investigation to be made of said injury and upon completion of said investigation shall recommend to the Board of Chosen Freeholders the action to be taken pursuant to paragraph 1 of this section and pursuant to the requirements of N.J.S.A. 34:15-1 et seq.

d. 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 agreements and terms for reimbursements as provided in Paragraph 1 of this section.

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

f. 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 (according to the procedures outlined in Paragraph 1 of this section). Non-permanent employees are terminated after using accumulated sick and vacation time.

In order to avoid interruption of the payroll for employees of this bargaining unit who incur compensable, work related injuries or illnesses involving lost work time the following will be allowed:

The Contents of Form L and I-I, Employee's First Report may be phoned in to the Personnel Department, telephone numbers 745-3397 or 745-4224. Compensability will be determined by telephone with Rasmussen Agency with final confirmation taken from all required forms. Whenever possible, Forms L and I-I should be mailed no later than the start of the second work day after the injury occurred whenever possible.

ARTICLE 23

MATERNITY LEAVE

Permanent pregnant employees will be granted earned and accumulated sick leave and vacation during the time prior to the expected date of delivery and for one (1) month after the actual date of delivery on the presentation of a doctor's certificate and with the approval of the Departmental Director or Supervisor and the Department Head.

Any pregnant employee will be granted earned and accumulated sick and vacation leave. However, only permanent pregnant employees will be granted a leave without pay. This leave is not to exceed six (6) months and is subject to the same precondition listed above.

ARTICLE 24

MILITARY LEAVE

Any employee of the County who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces for the United States, and is required to engage in field training, shall be granted a military leave of absence with pay for the period of such training as is authorized by law. Such leave of absence shall be in addition to vacation.

ARTICLE 25

BEREAVEMENT LEAVE

All full-time employees shall receive five (5) working days leave with pay in the event of the death of an employee's spouse or child.

All full-time employees shall receive a maximum of three (3) working days leave with pay in the event of the death of his/her current son-in-law, current daughter-in-law, parent, current mother-in-law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunt or uncle, or any other relative living in the immediate household. Bereavement leave is separate and distinct from any other leave time, and an employee shall be entitled to each three (3) or five (5) working days leave (as stated above) for each eligible death which occurs, and shall be the three (3) or five (5) working days next following the date of death.

Bereavement leave shall be communicated to the employee's Department Head or his/her designee by the employee.

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.

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

ARTICLE 26

MEDICAL BENEFITS

A. All full-time and eligible part-time employees and Employees' eligible family (as defined by N.J. State Health Benefits (Traditional Medical Coverage) shall be covered by N.J. State Health Benefits (Traditional Medical Coverage) or equivalent, at the Employer's expense. MAJOR MEDICAL for the eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured upon a prior notice to the employee organization so long as equivalent coverage is provided.

B. HEALTH MAINTENANCE ORGANIZATION (H.M.O.) - Several Health Maintenance organizations are available to the employee as an alternate to N.J. State Health Benefits (Traditional Medical Coverage) and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee

may be subject to a payroll deduction depending on the type of coverage.

C. DENTAL PLAN - All full-time and eligible part-time employees who work twenty (20) hours or more each week shall be covered by the Great-West Life Assurance Company Dental Plan, or a similar plan. Under this plan, all eligible single employees shall be covered at the expense of the Employer.

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

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

D. DRUG PRESCRIPTION PLAN - All eligible employees and eligible Employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay per prescription by the Employee of \$1.25 in 1992 and effective January 1, 1993 there shall be a \$3.00 co-pay per prescription for name brands and no co-pay for generic brands.

E. VISION CARE PROGRAM - All full time employees and part-time employees who work twenty (20) hours or more each work week who have been employed for more than sixty (60) continuous

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. Box 112
LIBERTY CORNER, N.J. 07908
(908) 560-1778

days shall be covered by the Vision Care Program. Eligible employees are entitled to one (1) reimbursement each during a two (2) year period. The reimbursement is limited to the following allowances:

Eye Examination	- \$50.00
Lenses and Frames Combined - or - Contact Lenses	- \$60.00

This reimbursement shall not exceed and is limited to a total of \$110.00 for a combined cost for the above.

This program is as set forth by resolution authorizing these payments adopted by the Board of Chosen Freeholders on March 20, 1980, and as amended.

F. PREMIUMS FOR NJ STATE HEALTH BENEFITS FOR RETIREES - Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally Administered Retirement System, the payment of premiums for N.J. State Health Benefits (Traditional Medical Coverage) and Major Medical. This policy is to be based upon the resolution authorizing these payments adopted by the employee on November 16, 1978 and amended December 21, 1978.

G. NEW JERSEY STATE TEMPORARY DISABILITY BENEFITS PROGRAM - The County agrees to provide disability insurance through the New Jersey State Temporary Disability Benefits Program effective January 1, 1981, in accordance with P.L. 1980, Chapter 18,

approved March 26, 1980. It is understood that said law required contributions from the Employer and the employee.

H. EXTENSION OF MEDICAL BENEFITS - The Employer will extend, to a maximum period of ninety (90) days, the health insurance coverage of eligible employees and their covered dependents enrolled in the State Health Benefits program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted approved sick leave without pay, with the County paying the cost.

ARTICLE 27

GRIEVANCE PROCEDURE

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment.

Step 1. The Union shall present the employee grievance or dispute to the employee's immediate Unit Chief within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Unit Chief shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

Step 2. 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 Unit Chief's response is due. The Department Head shall set up a meeting for the grievance within

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
20 INDEPENDENCE BOULEVARD
P.O. BOX 110
LIBERTY CORNER, N.J. 07908
(908) 580-1775

ten (10) working days after receipt of the grievance. The grievant may be represented at the meeting by the AFSCME Union Representative and/or the Union President and/or the Shop Steward. The Department Head shall respond to the Union in writing within five (5) working days of the meeting.

Step. 3. If the grievance still remains unadjusted or unanswered by the Department Head, the Union shall present it in writing to the Personnel Director within seven (7) working days after the response of the Department Head is due. The Personnel Director shall set up a meeting for the grievance within twenty (20) working days after receipt of the grievance. The grievant may be represented at the meeting by the AFSCME Union Representative and/or the Union President and/or the Shop Steward. The Personnel Director will respond in writing to the grievance within ten (10) days of the meeting.

Step 4. If no settlement of the grievance has been reached between the parties, or if no answer has been received from the Personnel Director, the Union may appeal the grievance to arbitration within thirty (30) days after the response from the Personnel Director is due.

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--every effort will be made to expedite the grievance as set forth herein.

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

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P. O. BOX 112
LIBERTY CORNER, N.J. 07908
(908) 580-1776

Any employee wishing to process his/her own grievance may do so, but no settlement shall be made inconsistent with the terms of final agreement reached.

It is further agreed that the extension of grievance processing time may be extended by mutual consent of both parties. Failure to move a grievance to the next step will be considered a withdrawal of the grievance.

Employee grievances shall be presented to the County Supervisory Representative on forms prepared by the County. The grievance procedure, as contained in this contract, shall be strictly adhered to. It is understood that employees must sign their individual grievances. Grievances without an employee's signature shall not be accepted or processed.

A group or policy grievance shall be directly submitted at the Step 3 level to the Personnel Director.

ARTICLE 28

DISCIPLINE

No employee may be disciplined except for just cause. Any grievance concerning discipline shall be initiated at Step 2 of the grievance procedure and may be appealed through the arbitration procedure, with the exception of the penalty of removal and suspensions of more than five days or more than three suspensions in one year. In the cases of these suspensions or of removal, the appeal would be to the New Jersey Department of Personnel, Merit System Board. All major disciplinary action shall comply with N.J.A.C. 4A:2-21, et seq.

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
85 INDEPENDENCE BOULEVARD
P.O. BOX 119
LIBERTY CORNER, N.J. 07008
(908) 580-1776

A. Progressive Discipline For Minor Offenses

The principles of corrective discipline for employees covered under the terms of this Agreement with respect to occurring minor offenses of the same nature as more fully set forth in N.J.A.C. 4A:4.1-16.7, but not limited to, are outlined as follows:

STEP 1. ORAL WARNING

Given by the Supervisor to the employee in the presence of the Union Representative and clearly stating all the reasons for the warning. Notation is made in employee's personnel file.

STEP 2. WRITTEN WARNING

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

STEP 3. SECOND WRITTEN WARNING

Given by the Supervisor in accordance with the procedures set forth for Step 2.

STEP 4. ONE DAY SUSPENSION

Given by the Department Head based on recommendation of the Supervisor. A one day suspension without pay will serve as a warning to the employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee, Civil Service (Form CS-379), Union, and employee's personnel file.

STEP 5. THREE DAY SUSPENSION

Given by the Department Head. A three day suspension without pay will serve as a further warning to the employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied the employee, Civil Service (form CS-379), Union, and employee's personnel file.

STEP 6. FIVE DAY SUSPENSION

Given by the Department Head. A five day suspension without pay will serve as a final warning to the employee of the continued seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied the employee, Department of Personnel (Form CS-379), Union and employee's personnel file.

Any employee who receives a written warning for a minor offense or who is given a suspension for a minor offense shall have a copy of the action taken, placed in his/her personnel file where it will be kept for a period of one year providing that no re-occurring minor disciplinary action was taken against the employee in the same 12 month period. If there is a minor disciplinary action taken within the same 12 month period, the file shall be kept until such time that there is a period of one year without minor disciplinary action at which time the record of minor disciplinary action shall be removed from his/her file.

B. Suspension, Fine and Demotion for Disciplinary Purposes.

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. Box 112
LIBERTY CORNER, N.J. 07038
(908) 580-1778

An appointing authority may suspend without pay or with reduced pay, fine or demote an employee due to incompetency; inefficiency or failure to perform duties; insubordination; inability to perform duties; chronic or excessive absenteeism or lateness; conviction of a crime; conduct unbecoming a public employee; neglect of duty; and other sufficient cause, however:

1. An employee who shall be suspended, fined or demoted more than three times in any one year (one year being from date of first suspension, fine or demotion to one year therefrom), or more than five days at one time, or for a period of more than 15 days in the aggregate in any one calendar year shall be served with written charges and have the right to appeal to the New Jersey Department of Personnel, Merit System Board. The board shall have the power to revoke or modify the action of the appointing authority, except that removal from service shall not be substituted for a lesser penalty;

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

3. Suspensions subject to Article 27 may not exceed 6 months.

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:

(I) 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:

(II) 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;

(III) 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:

(IV) No suspension shall exceed six (6) months.

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 Department of Personnel and the Union at the same time. A provisional or temporary employee may be terminated at any time at the discretion of the appointing authority. A provisional or temporary employee who has been terminated shall have no right to appeal to the Merit System Board. In disciplinary matters involving dismissal from service

for provisional employees, such employee shall be entitled to a conference with the Department Head and a Union representative.

6. 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:

- a. Neglect;
- b. Incompetency or inefficiency;
- c. Incapacity due to mental or physical disability;
- d. Insubordination or serious breach of discipline;
- e. Intoxication while on duty;
- f. Chronic or excessive absenteeism;
- g. Disorderly or immoral conduct;
- h. Willful violation of any of the provisions of the state;
- i. Department of Personnel (Civil Service) statutes, rules or regulations or other statutes relating to the employment of public employees;
- j. The conviction of any criminal act or offense;
- k. Negligence of or willful damage to public supplies;
- l. Conduct unbecoming an employee in the public service; or
- m. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service, or engaging in any form of political activity during working hours.

7. 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.

8. Permanent employees and employees in their work test period shall have the right to departmental hearing in every disciplinary action involving a permanent employee, here 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 of a layoff; and

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

9. 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.

C. 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, or a conference for provisional

employee being removed. Further, the charged employee shall have the right to Union representation at the disciplinary hearing or conference.

D. The Department of Personnel shall select a hearing officer for the departmental hearing. The parties agree that the departmental hearings provided for in this Article shall be conducted in a fair and equitable manner including presentation of witnesses, cross-examination of witnesses, and a written decision stating findings of fact and conclusion.

E. 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) avenue of appeal.

If the final action in a disciplinary proceeding determines that the employee was not at fault, the official notes on the proceeding shall be expunged from the employee's record.

An employee shall have the right to see the disciplinary notation made in the employee's file.

ARTICLE 29

ARBITRATION

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the employees.

It is further understood that if the Employer and the employee cannot mutually arrive at a satisfactory arbitrator (on

matters other than discipline) within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall head the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be advisory. The cost of the arbitrator's fee shall be shared by the Employer and the employee.

Time extensions may be mutually agreed to by the Employer and the employees.

SPECIFIC ISSUE ARBITRATION: It is agreed to and understood 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 shall be in writing with reasons therein. Time extensions may be mutually agreed to by the Employer and the Union.

ARTICLE 30

PROMOTIONS

When promoted, an employee shall be subject to either a six (6%) percent salary increase, or be placed at the minimum of the new salary range, whichever is greater. This increase will be in addition to his/her negotiated salary increase.

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

ARTICLE 31

JOB VACANCY - JOB BIDDING

Section 1. When Management finds the need or plans a newly created job within the bargaining unit, the Management will notify the Union Representative and promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information concerning the job, including pay and remain posted for three (3) working days. Thereupon, the bid shall be closed and the job awarded on the basis of seniority, qualification, and ability to perform the job. If one or more bids are received and all things are equal, seniority shall prevail.

Section 2. The determination of abilities and qualifications of an employee shall be made by Management.

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

Section 4. With reference to filling vacancies, employees in the line of work involved shall have first consideration in order of seniority.

Section 5. Job Recall: Will be made in accordance with New Jersey Department of Personnel Rules.

ARTICLE 32

PERSONNEL FILES

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

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

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

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

It is further understood and agreed that the files maintained by the County Personnel Director's offices 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 33

JURY DUTY

Should an employee be called to serve as a juror, he shall receive pay from the County for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror, excluding travel allowance, shall be returned to the County Treasurer.

ARTICLE 34

TUITION AID AND LICENSING FEES

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accord with the policies and procedures established for the MIDDLESEX County tuition aid program, subject to the availability of existing funds.

The County shall pay examination and required licensing fees and yearly renewal of the fees for nurses on staff who pass licensing examinations for full time employees only for as many times as necessary.

ARTICLE 35

MILEAGE ALLOWANCE

Whenever an employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of twenty-two cents (\$.22) per mile. Additional expenses such as parking, tolls, etc., shall be paid upon submission of a receipt and voucher.

ARTICLE 36

PART-TIME EMPLOYEES

A. After 3 years in-center employment, clinicians shall be eligible to request part-time status (20 hours work or more), providing the following conditions are met:

1. Employees shall have worked full-time for 3 years.
2. Employees that are similarly qualified may request part-time status at the same time.
3. Requests for part-time status are to be made twice a year on specific posted dates, e.g. January and July.
4. It is further understood and agreed to that the Hospital Administration retains the final right of granting part-time status to employees applying for the same.

B. VACATION

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

C. SICK LEAVE

Each part-time employee who works the equivalent of 22 full working days shall earn 1-1/4 days of sick leave. (8 hr. employees = 176 hrs. 7 hr. employees = 154 hours.)

D. HOLIDAYS

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

E. PERSONAL DAY & BEREAVEMENT LEAVE

Part-time employees shall have personal days prorated by the percentage of full time that they work. Part-time employees shall also be entitled to one bereavement day pursuant to the bereavement clause for full-time employees in this Agreement.

F. HOSPITAL AND DENTAL PROGRAMS AND DRUG PRESCRIPTION PROGRAM:

Part-time employees will be covered if they are scheduled for and do work twenty (20) hours or more each work week.

Part-time employees working twenty (20) hours or more will be entitled to the following:

G. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

It is compulsory for part-time employees of the County of MIDDLESEX to enroll in PERS if they were permanently appointed on or after January 2, 1955, provided they earn at least \$500 a year and are paid in each quarter of the year.

H. SEASONAL EMPLOYEES (SUMMER HELP)

Indirect benefits 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.

ARTICLE 37

LAYOFF AND RECALL

The Employer agrees that in the event of employee layoffs for bona fide economy reasons with good faith demonstrated on the part of the Employer to the Union, same shall be on the basis of

seniority, beginning with temporary help, then provisional employees, and last, permanent employees, according to procedures specified in New Jersey Department of Personnel Rules. In no instance shall permanent employees be laid off and part-time employee retained. In all cases, the Employer shall provide proper written notice to permanent employees to be laid off, forty-five (45) in advance as required by New Jersey Department of Personnel Rules.

ARTICLE 38

RECLASSIFICATION SURVEY

If the Employer should request a complete title survey and reclassification survey of any County employment positions covered by this Agreement by the Department of Personnel, the Union will be permitted to take an active part in the survey. To the extent of its vested interest in the employees whom it represents in accordance with all Department of Personnel rules and regulations and applicable laws the Employer will notify the Union that a survey is taking place and ask for recommendations and cooperate with the Union regarding said survey.

ARTICLE 39

RESIGNATION

A. An employee who resigns shall give the Employer in the person of the Executive-Director of the Center a two weeks' advance written or oral notice.

B. An employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to

receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an employee shall not be entitled to such payment provided it was possible for the employee to have given such notice.

C. All resignations shall be subject to New Jersey Department of Personnel Rule 4A:2-6.2.

ARTICLE 40

COMPUTATION OF ERRORS

During the life of this contract, computation errors shall be corrected from the date of determination, except when the error is a payroll department error, relating to the employees wages or benefits. These errors may be corrected by Union notification, by Management, or by mutual consent.

ARTICLE 41

EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal Laws.

ARTICLE 42

SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other unit or tribunal of competent jurisdiction, such provision shall be

inoperative but all other provisions shall not be affected thereby and shall remain in full force and effect.

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

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

EMANATING POLICY

It is mutually further understood and agreed that any emanating County policy will become part of this Agreement.

ARTICLE 43

NO STRIKE OR LOCK-OUT

Neither the Union nor the employee or the Employer shall interfere, instigate, promote, sponsor, engage in, or condone any strike or lock-out. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

ARTICLE 44

DURATION OF CONTRACT

It is hereby agreed by the Employer and the Union that this contract shall be for a two (2) year term, commencing January 1, 1992 and ending December 31, 1993.

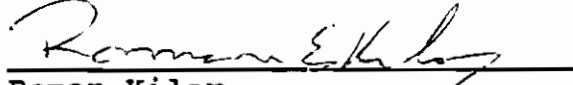
All of the provisions of this contract shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This contract may be reopened for 1994 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one-hundred and twenty (120) days prior to December 1993.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


AMERICAN FEDERATION OF STATE, MUNICIPAL, AND COUNTY EMPLOYEES,
AFL-CIO, LOCAL #3460 ATTEST:


Barbara Oldenburg
President


Roman Kilar
Vice President

MIDDLESEX COUNTY:


Barbara Gallagher
Clerk of the Board


Ronald Roman
Director - Board of Chosen
Freeholders

(2409)

ARTICLE 44

DURATION OF CONTRACT

It is hereby agreed by the Employer and the Union that this contract shall be for a two (2) year term, commencing January 1, 1992 and ending December 31, 1993.


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

This contract may be reopened for 1994 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one-hundred and twenty (120) days prior to December 1993.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


AMERICAN FEDERATION OF STATE, MUNICIPAL, AND COUNTY EMPLOYEES,
AFL-CIO, LOCAL #3460 ATTEST:


Barbara Oldenborg
President


Roman Kilar
Vice President

MIDDLESEX COUNTY:


Barbara Gallagher
Clerk of the Board


Ronald Roman
Director - Board of Chosen
Freeholders

LAW OFFICES
APRUZZESE, McDERMOTT,
MASTRO & MURPHY
A PROFESSIONAL CORPORATION
25 INDEPENDENCE BOULEVARD
P.O. BOX 118
LIBERTY CORNER, N.J. 07908
(908) 580-1776

(2409)