

AGREEMENT

BETWEEN

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

AND

A.F.S.C.M.E. COUNCIL #73

LOCAL 3440 (TAMARACK GOLF COURSE EMPLOYEES)

JANUARY 1, 1996 THROUGH DECEMBER 31, 1998

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PREAMBLE

THIS AGREEMENT made this ____ day of _____, 1997 by and between the Middlesex County Improvement Authority, a public body corporate and politic of the State of New Jersey (hereinafter referred to as the "Employer" or "Authority") and AFSCME, Local #3440 (hereinafter referred to as the "Union");

WHEREAS, the Union has been selected as 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 as herein provided and in consideration of the following mutual promises, covenants, and agreements contained herein, the parties agree as follows:

The Authority hereby recognizes A.F.S.C.M.E. Local #3440 as exclusive bargaining representative for Authority employees working at the Tamarack Golf Course (the "Golf Course") with the exception of supervisory, managerial and confidential positions..

ARTICLE I
MANAGEMENT RIGHTS

A. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and 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, but without limiting the generality of the foregoing, the following rights: the executive management and administrative control of the Authority and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Authority; 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 time and to be in sole charge of the quality and quantity of work required; and to hire all employees, whether full-time, part-time or seasonal and, to promote, transfer, assign or retain employees in positions at the Golf Course.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Authority, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of the State of New Jersey and of the United States.

ARTICLE II

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, (the concerted failure to report for duty, work stoppage, slow-down, walk-out or other illegal job action against the Authority.)

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 Authority to invoke appropriate penalties.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Authority 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 Authority 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 Authority agrees not to lock-out it employees.

ARTICLE III
GRIEVANCE PROCEDURE

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

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss or resolve the matter informally with any appropriate member of the Authority. 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 the following procedure:

1. With regard to an employee, the term "grievance" as used herein shall mean: a) a claimed breach, misinterpretation or improper application of the terms of this Agreement; or b) a claimed violation, misinterpretation or misapplication of the rules and regulations, existing policy or order applicable to the Golf Course employees affecting the terms and conditions of employment.

2. The following constitutes the sole and exclusive procedure 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 fifteen (15) working days of its occurrence, or within fifteen (15) 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 to the grievance in writing within ten (10) working days.

Step Two: If the grievance has not been settled, it shall be presented in writing by the Union to the Authority Personnel Officer or designee within five (5) working days after the supervisor's response is due in Step One. The Authority Personnel Officer 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 Agreement violated, and the remedy required 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 Executive Director or designee within six (6) working days thereafter. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The Executive Director or designee agrees to meet if requested in writing within ten (10) working days of the request. The Executive Director or designee shall respond in writing to the grievance within ten (10) working days of the submission or meeting, whichever is later.

C. Specific Issue Arbitration

1. It is agreed to and understood that either the Union or the Authority 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 Authority 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 therein. Time extensions may be mutually agreed to by the Authority 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 subsection 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 him/her involved in 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.

D. Upon prior notice and authorization of the Executive Director, the designated Union Representative shall be permitted to confer with employees and the Authority 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 Authority or the Golf Course.

E. 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.

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

G. It is understood that the employees must sign their individual grievances. Grievances without an employee's signature shall not be accepted or processed.

H. A group or policy grievance shall be directly submitted at the Step Three level to the Executive Director or his/her designee.

ARTICLE IV

SALARIES AND LONGEVITY

A. Effective January 1, 1996 all eligible employees shall be entitled to longevity payments as follows based upon their salary as of December 31st of the previous calendar year before Negotiated Wage Increases are applied:

- i. Upon completion of 8 years of service and less than 15 years 2% of base salary.
- ii. Upon completion of 15 years of service and less than 20 years 5% of base salary.
- iii. Upon completion of 20 years of service and thereafter 7% of base salary.

B. Effective January 1, 1997, all eligible employees shall be entitled to longevity payments based upon their salary as of December 31, 1996 before the 1997 Negotiated Wage Increases are applied.

C. Effective January 1, 1998, all eligible employees shall be entitled to longevity payments based upon their salary as of December 31, 1997 before the 1998 Negotiated Wage Increases are applied.

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

E. Any white collar or blue collar employee who is assigned to work in a higher title by the immediate supervisor shall be paid an additional seventy-five cents (\$.75) per hour over his/her existing salary, or the minimum hourly compensation of the higher title, whichever is greater, for each hour worked in the higher title. 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 his/her designee. The Union President or his/her designee shall not unreasonably withhold approval for additional time.

F. Effective January 1, 1996, all eligible employees going to the newly negotiated wage minimum and maximum base salaries will receive either the Negotiated Wage Increase or the new minimum, whichever is greater.

G. 1. Effective January 1, 1996, all eligible employees in this bargaining unit will receive a Negotiated Wage Increase of \$500.00 on January 1, 1996 and \$500.00 on July 1, 1996. This Negotiated Wage Increase shall be added to the base salary. All increases shall be retroactive to January 1, 1996.

2. Effective January 1, 1997, all eligible employees in this bargaining unit will receive a Negotiated Wage Increase of \$600.00 on January 1, 1997 and \$400.00 on July 1, 1997. This Negotiated Wage Increase shall be added to the base salary.

3. Effective January 1, 1998, all eligible employees in this bargaining unit will receive a Negotiated Wage Increase of \$700.00 on January 1, 1998 and \$450.00 on July 1, 1998. This Negotiated Wage Increase shall be added to the base salary.

H. Minimums up to \$25,000.00 shall be raised 5% effective April 1, 1997.

I. Effective January 1, 1997, all eligible employees in this bargaining unit will receive a performance incentive bonus of \$250.00 based on a numerical passing score on the Authority's evaluation criteria. Incentives will be added to base pay.

J. **COMPENSATION SCHEDULE** - The Union shall be notified periodically when new titles are added to the compensation schedule.

K. WAGE INCREASE ELIGIBILITY

1. All employees in this bargaining unit being carried on the Employer's payroll on the effective date of wage increases set forth in Article IV having a minimum of one (1) year employment shall receive the wage increment described in Article IV. All employees on approved leave of absence on the effective date of wage increases shall receive wage increases upon their return to employment. All employees hired on or after the effective date of wage increases will be hired at least at the new minimum rate.

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

L. COMPENSATORY TIME

Comp-time utilization must be approved by the Personnel Officer or his or her designee. Comp-time must be utilized within one year of accrual. No employee may carry over comp-time.

Compensatory time will be paid to an employee upon separation of employment from the Authority. The only comp-time eligible for payment must be approved time accrued during a period of 365 days prior to separation.

ARTICLE V

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 Personnel Officer or his/her designee. The reasons for the granting of overtime shall be noted by management on the time report along with amount of overtime (time-in-time-out) and shall be certified by the Personnel Officer or his/her designee.

B. An employee shall be paid at a rate of time and one-half (1 1/2) in pay when an employee works a sixth consecutive day except when the 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. An 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 the 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 worked during the seventh consecutive day.

C. If an employee is called in or back to work by the Personnel Officer 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 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 at a rate of time and one-half (1 1/2) for the time worked and shall 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 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 straight-time pay at the start of their normal shift.

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

D. Overtime shall be calculated on a weekly rather than daily basis. Time and a half shall begin after the fortieth (40th) hour for forty (40) hour per week employees and after the thirty-fifth (35th) hour for thirty-five (35) hour per week employees. Authorized, paid time-off (holidays, vacation, bereavement, personal) shall count toward the thirty-five (35) or forty (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 Personnel Officer or his/her designee shall also count toward the calculation of overtime.

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 of work 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 1, all full-time 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 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 weeks or for any other pay.

J. A written schedule shall be posted in respective department areas at all times, and kept

current indicating the overtime hours working by each employee. 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 shall each be considered a half-day period of work and 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 Personnel Officer or his or her designee 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 the previous twenty-four (24) hour rate of pay cycle.

N. Flex-Time - 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 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 Executive 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 to and understood that flex-time work schedules will be based on and consist of a five (5) day work week.

4. It is further agreed to and understood that the change, cancellation or discontinuance of flex-time by the Executive Director 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 Golf Course starting times and quitting times.

6. 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 Executive Director and/or his/her designee to facilitate the proper carry out of the employee's needs. Denial of such request by management will not be arbitrary or capricious.

ARTICLE VI

VACATIONS

A. Employees shall earn vacation time in the following manner:

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. Twenty-one (21) years forward.....25 days.

B. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Executive Director up to a cap of one (1) calendar year's allotment and further subject to any special provisions that the Executive Director, in his or her sole discretion, determines to be in the best interest of the Authority. The Executive Director shall not be arbitrary and capricious in applying the provisions of this paragraph.

C. 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.

D. When an employee requests permission to use an individual vacation day or part thereof, such request shall be granted at the discretion of the Executive Director and shall not be unreasonably denied. Employee may request use of individual vacation days, or part thereof, on short notice to Employer, in matters considered a verifiable emergency.

E. Changes in the scheduling of vacations will not be permitted without the prior approval of the Executive Director and shall not be unreasonably denied.

F. If, for any reason, an employee's vacation is cancelled by management, the vacation may be rescheduled in accordance with Section C.

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

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

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

ARTICLE VII

SICK LEAVE

A. 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 his or her position because of accident or exposure to a contagious disease requiring isolation, or because of attendance upon a member of your immediate family in your household who requires care. The employee may request sick leave for family residing outside of the home; approval by the Executive Director shall not be unreasonably denied.

B. A new employee shall earn sick leave at the rate of one and one-quarter (1 1/4) days per month on a month 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. The Authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such requests shall not be arbitrary or capricious. Abuse of sick leave may be cause for disciplinary action. In the event the Authority requires a doctor's certificate to verify an illness, the Authority will reimburse the employee, half (1/2) the cost incurred in obtaining said verification.

D. In all cases of reported illness or disability suffered by an employee, the Authority reserves the right to request a medical physician to examine the report on the condition of the patient to the Executive Director.

1. During protracted periods of illness or disability of an employee, the Executive Director may require interim reports at Authority expense on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or an Authority appointed medical physician. The Executive Director 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, part-time and seasonal employees are not entitled to compensation for such absences, unless specifically provided for hereunder.

F. The recommendation of the Authority appointed medical physician as well as those of the attending 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 Executive Director. The Executive Director reserves the right in such cases where there is a difference of professional opinion between the Authority's medical physician and the employee's personal physician, to require the employee to submit to an examination by a third doctor at the Authority's expense.

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

H. If an employee is absent from work for reasons that entitle him or her to sick leave, the Personnel Officer or his or her designated representative shall be notified as early as possible, but no later than one hour prior to the start of the scheduled work shift from which he or she is absent. Failure to notify the Personnel Officer or his/her 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 the Personnel Officer of the

Authority or his/her designee 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 Personnel Officer 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 Authority's Chief Financial Officer, upon receiving notification of overpayment, shall write to the former employee to secure reimbursement of the overpayment.

M. Whenever the Authority is paying for medical reports pursuant to this Article, the employee agrees to submit to his/her insurance company for reimbursement, partial or total, such monies being turned over to the Authority.

N. 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 day's pay for every three 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 Authority. Payment will be made in the second payroll of the succeeding year.

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

P. Employees covered under the terms of this Agreement shall be entitled upon retirement 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 Authority's Chief Financial Officer on the effective date of his/her retirement.

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

R. Employees may request, in writing, a leave of absence without pay while temporarily either mentally or physically incapacitated to perform their duties, or to attend to a member of the immediate family (Mother, Spouse, Child, Father, Brother, Sister, Aunt, Uncle, Grandparents, Grandchildren, current Mother-in-Law, current Father-in-law, current Brother-in-law, current Sister-in-law, current Son-in-law, and current Daughter-in-law, or relative continuously residing in the employee's house) who is seriously ill. Such leaves shall be granted by the Employer for an initial period of six (6) months each, and may be granted for successive periods 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 Personnel Committee of the Authority.

The Authority agrees to the provisions of the Family Leave Act.

S. 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 an additional six (6) months at the request of the employee. Legitimate personal reasons shall include, but not limited to, educational leave, union leave, maternity or paternity leave, family leave, or adoption leave. Vacation time need not be first used as part of any approved leave of absence.

ARTICLE VIII

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, 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 three (3) working days except for four (4) working days for employee's spouse, child, mother, father, or person in a spousal relationship with employee.

B. The "immediate family" shall include only mother, father, brother, sister, grandparents, grandchildren, or relative continuously residing in the employee's house.

C. An employee shall receive one (1) day off without loss of pay for death of current in-laws, aunts, uncles, nieces, and nephews.

D. Reasonable verification of the event may be required by the Authority.

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

F. 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.

G. 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 the Personnel Officer or his/her designee.

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.

H. There shall be no annual cap on bereavement leave.

ARTICLE IX

MEDICAL BENEFITS

A. The Authority will provide medical, dental, vision and prescription plans for all eligible Authority employees. All eligible Authority employees will be subject to the newly arrived at provisions and costs of all above mentioned plans. Any difference in cost between an HMO and the Authority insurance coverage shall be borne by the individual employee. Authority agrees that no employee co-pay will be required for employee health benefits during 1998.

B. The Authority has the right to change insurance carriers or institute a self-insurance program as long as such coverage is better or a substantially equivalent level of benefits and administration are provided. Currently, the Authority is a member of the County Health Insurance Program. The Union agrees to limit the health care options to the Traditional Plan, the P.P.O. and three HMO's effective January 1, 1997.

C. If the Third Party Administrator of the County Health Insurance Program should fail to pay any properly filed claim for any covered service within four weeks after it receives said claim, then the Authority shall pay the amount that the Third Party Administrator should have paid within thirty days (30) after the Authority receives written notice from the employee or his/her representative of the outstanding claim accompanied by supporting documentation.

D. Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the Employer shall pay the premium for the State Health Plan (traditional medical coverage) and major medical coverage to all retired employees and their dependents, provided the employee has accrued twenty-five (25) years of credited County or Authority service in a state or local administered retirement system.

The dental plan is not currently available for retirees. If and when the Authority obtains

coverage for the said benefits during the term of this Agreement, it shall be made available to any employee who would retire after the date of its availability at the then prevailing Authority group rate at their own expense including any additional administrative fee the plan may charge. The prescription plan is available for retirees and their dependents who are eligible for continuation of medical benefits and is available at prevailing Authority group rate at the employee's own expense including any additional administrative fee the plan may charge.

E. Employees who are on approved medical leaves of absence will be granted a ninety (90) day extension of medical coverage effective upon date of their leave.

F. In the event the Authority's ability and right to provide health benefits to retirees with 25 years or more service credit in a State of New Jersey administered pension plan is legally challenged in P.E.R.C. or a court of competent jurisdiction, then the Authority will cooperate with the County if the County shall litigate the County's right and ability to continue providing health benefits to retirees with 25 years or more service credit in a State of New Jersey administered pension plan.

In the event it is subsequently determined by a court of complete jurisdiction that the County of Middlesex or the Authority is prohibited from providing the aforesaid benefits, then the parties shall immediately enter into negotiations on the medical benefits provision only of the collective bargaining agreement. If the parties are unable to amicably agree upon an alternate medical benefits provision to the collective bargaining agreement, the Authority will agree to reapply for membership in the SHEP and will agree to enter the SHEP upon obtaining the necessary approvals.

ARTICLE X

HOLIDAYS

A. All employees and part-time employees as defined in this Agreement 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 leave of absence (i.e. injury leave or workman's compensation or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence.

C. Any holiday which falls on Saturday shall be celebrated the preceding Friday. Any holiday

which falls on Sunday shall be celebrated the following Monday except for those employees in seven-day facilities which observe a holiday on the actual day it occurs. If a holiday falls on a day during an employee's vacation or bereavement leave, he 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 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.

ARTICLE XI

WORK-INCURRED INJURY

A. Employees who are injured whether slightly or severely, while working must make an immediate report within eight (8) hours thereof to the Personnel Officer or his/her designee.

B. Employees may not return to work without a certification from his/her physician that he/she is capable of returning to work. Should the Authority wish any additional opinion other than what is specified above, it may order the employee to a medical physician for a certification to return to work at Authority expense. Should there be a difference of opinion between the two doctors, then the Authority will send the employee to a third doctor at Authority expense.

C. 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 Authority Board shall adopt a resolution provided that the examining physician appointed by the Authority 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 Authority to reimburse the Authority out of the monies he or she may receive as Workers' Compensation, temporary disability or legal settlements arising out of his or her 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 eight (8) hours after the occurrence of an injury covered by this section, the injured employee shall complete the customary injury report(s) required by the State of

New Jersey Department of Labor and Industry. Such forms may be obtained from the Personnel Officer.

2. Within 48 hours of the occurrence of an injury covered by this section, the Personnel Officer or his/her designee shall furnish information on the forms supplied by the Personnel Officer or his/her designee and one copy of said report shall be submitted to the Personnel Officer.

3. The Executive Director shall cause an investigation to be made to said injury and upon completion of said investigation shall recommend to the Authority the action to be taken pursuant to Paragraph C of this section and pursuant to the requirements of N.J.S.A. 34:15-1 et seq.

4. The Personnel Officer or his/her designee shall cause to be filed with the Authority a semi-monthly report list setting forth the agreements and terms for reimbursements as provided in Paragraph 1 of this section.

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

6. In the event an employee exhausts his or her one year of injury leave before he or she is capable of returning to work, he or she may continue on the payroll by using his or her accumulated sick and vacation time. After accumulated time has been used, the employee, if full-time, has the option of applying for a leave without pay (according to the procedures outlined in Article VII, Paragraph S). Non-full-time 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 Authority 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.

ARTICLE XII

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 or her vacation.

B. When an employee not on probation has been called to active duty or inducted into the military forces of the United States, he or she 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 or she reports for duty with the Authority within sixty (60) days following his or her honorable discharge from the military service and provided he or she has not voluntarily extended the length of his or her military service.

C. If the military service occurs during a 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 or her recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE XIII

JURY LEAVE

A. A regular full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Authority his or her 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 Personnel Officer or his/her designee immediately upon receipt of a summons for jury service;

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

B. If on any given day, an employee is attending jury duty 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 that day in order to receive pay for that day.

C. The employee shall turn over to the Authority monies received from jury duty that exceed \$10.00.

ARTICLE XIV

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 handicap.

B. The Employer and the Union agree that all employees covered under the 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 XV

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 Authority 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 XVI

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 provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction unlawful the parties agree to negotiate a subsequent provision thereof.

ARTICLE XVII

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 Personnel Officer's Office.

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 recognizes 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 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. The employee shall sign off and date any document given to him or her, 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 Authority's personnel file provided there are no subsequent reprimands, warnings, corrected and/or disciplinary actions of the same nature in the employee's file. It is further understood that all major disciplinary actions will remain in the employee's file.

E. The files maintained by the Authority Personnel Officer 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 XVIII
SHIFT DIFFERENTIAL

In the future, the Authority and the Union may negotiate a shift differential which may be substantially similar to the shift differential set forth in the Agreement between the County of Middlesex and the Union effective January 1, 1993 through December 31, 1995.

ARTICLE XIX

SEASONAL EMPLOYEES

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

B. Seasonal employees working at Tamarack Golf Course may work no more than nine (9) contiguous months a year. The months these employees work may vary according to the staffing needs of the Authority. Seasonal employees may be Union members.

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 at the Golf Course who work in a seven-day work operation may be scheduled by the Authority without limitation and regardless of overtime work of other Golf Course employees.

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

G. Seasonal employees shall be provided preference for full-time employment, subject to existing rights of part-time employees.

H. Seasonal employees, will be given preference for employment for the next succeeding year, provided notice of intent is provided to the Authority by January 31 of the year and provided,

further, that the employee's work record is satisfactory.

I. Seasonal employees shall receive a wage increase determined as a percentage of the Negotiated Wage Increase, which percentage shall be established by the Authority. For the year 1996, the increase shall not be retroactive.

J. Seasonal employees employed for a second consecutive season or longer shall be entitled to a prorated portion of benefits, which proration shall be established by the Authority, for vacation, sick and personal leave. The seasonal employee shall not, however, receive medical benefits as a seasonal employee.

K. Titles and starting salaries of seasonal employees shall be as follows:

<u>Title</u>	<u>Starting Salary</u>		
	<u>1996</u>	<u>1997</u>	<u>1998</u>
Laborer	\$ 6.11	\$6.36	\$6.61
Greenskeeper	7.11	7.41	7.71
Cashier	7.11	7.41	7.71
Starter/Ranger	7.11	7.41	7.71
Mechanic's Helper	7.11	7.41	7.71
Data Processor/Analysis	7.11	7.41	7.71

Exceptions to the above starting salary range shall be communicated to the Union by the Executive Director with explanation.

ARTICLE XX

PERSONAL DAYS

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

B. Forty-eight (48) hour notice shall be required 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 (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 XXI

PART-TIME EMPLOYEES

A. All regular part-time 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 Authority part-time employee shall earn one (1) day of paid vacation leave for each twenty-two (22) full days worked. For an eight hour per day employee, 22 days shall mean working 176 hours; and for a seven hour per day employee, 22 days shall mean working 154 hours.

C. Each regular part-time employee shall earn one and one-quarter (1 1/4) days of paid sick leave for each twenty-two (22) full days worked. For an eight hour per day employee, 22 days shall mean working 176 hours; and for a seven hour per day employee, 22 days shall mean working 154 hours.

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 if they are scheduled for and normally work twenty (20) hours or more each week.

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

G. If an employee earns \$1,500 per year and is paid in each quarter of the year, then the employee shall be enrolled into PERC immediately after one year continuous service.

ARTICLE XXII

SAFETY

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

B. All Authority 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 Authority written notice of an alleged safety problem. The Authority 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 Authority three (3) members to a safety committee who shall have the authority to review alleged safety complaints with approval and prior notice to the Authority.

E. Failure to use safety equipment may subject the employee to disciplinary action. The Employer shall provide employees with tools, or devices deemed necessary in order to ensure their safety and health. When such materials are issued, they shall be used.

ARTICLE XXIII

MISCELLANEOUS

A. **MEAL REIMBURSEMENT**

1. Any employee required to work through a meal hour shall be entitled to reimbursement for meals at the rate of Seven Dollars and Fifty Cents (\$7.50) upon the execution of this Agreement and this reimbursement shall remain in effect for the term of this contract. The meal hour shall commence when the employee has worked one and one-half (1 1/2) hours past their normal shift.

2. If an employee continues to work after the hours as indicated on the meal schedule above, the following schedule will be applied:

0	-	less than 1 1/2 hours	=	no meal
1 1/2	-	less than 7 1/2 hours	=	1 meal
7 1/2	-	less than 13 1/2 hours	=	2 meals

Thereafter, an employee shall be entitled to a 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 the 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.

B. **UNIFORMS**

1. It is understood and agreed that in the event the Personnel Officer determines that his/her

employees shall be dressed in uniforms, the Personnel Officer 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 Personnel Officer.

2. The Authority shall make available the following wearing apparel: rain gear and boots. When such materials are issued, they shall be used. Failure to use said safety materials could result in disciplinary action.

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 Authority jobs shall receive a comparable tool or cost replacement if their own personal tool is damaged or destroyed, stolen due to verifiable break-in, or unusable because of fair wear and tear.

D. MILEAGE ALLOWANCE

Whenever an employee shall be required to use his/her personal vehicle in any Employer-connected business, he/she shall be entitled to the allowance as established by the policy of the Authority. Additional expenses such as parking, tolls, etc. shall be reimbursed to the employee upon submission of a receipt and voucher.

E. NEW EMPLOYEES

1. It is the intention of the Employer, in accordance with the Union to start all new employees at the minimum for the salary range for that position. Exceptions to this policy and salary range changes, if they should occur, will be communicated, reviewed, and discussed with the Union President or his/her designee.

2. The Personnel Officer shall notify the Union President or his/her designee of any newly hired employees and their starting base salary within one week of the newly hired employee commencing to work in that position.

F. RECLASSIFICATION SURVEY

If the Employer requests a complete job title survey or reclassification survey of any job title covered by this Agreement, 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 Authority shall correct and adjust any errors in any employee's paycheck within the immediately succeeding pay period after appropriate notice is received by the Authority Chief Financial Officer. 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 FOREMEN

Assistant foremen 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 foremen shall not unduly take away overtime opportunities for non-supervisory employees.

I. C.D.L. LICENSURE

The Authority agrees to pay the fee for any commercial drivers license or subsequent renewals upon the execution of this Agreement, if required for the operation of the Golf Course.

ARTICLE XXIV

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 XXV

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

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 Executive Director. One copy of the written warning shall be given to the employee, one copy shall be placed in the employee's personnel file and one (1) copy shall be given to the Union President.

Third Offense: Written Warning

Given by the supervisor with agreement of the Executive Director. 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 President, and one copy shall be placed in the employee's personnel file.

Fourth Offense: One Day Suspension

Given by the Executive Director 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 and to the Union President and one copy shall be placed in the employee's personnel file.

Fifth Offense: Three Day Suspension

Given by the Executive Director. 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 and to the Union President and one copy shall be placed in the employee's personnel file.

Sixth Offense: Five Day Suspension

Given by the Executive Director. 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 and to the Union President 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 his/her personnel file where it will be kept for a period of one (1) year next following the action taken, providing that no recurring minor disciplinary action was taken within the same one (1) year period. If there is another minor disciplinary action taken within the same one (1) year period, the copy of the action taken shall remain in the employee's file until such time that there is a period of one (1) year without 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:

(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 Executive Director;

(ii) 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. An employee may not be removed except for just cause upon written charges. Notice of the removal shall be sent to the employee, and a copy of said notice shall be sent to the Union at the same time.

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 on the following 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; and
- i) Other sufficient cause;

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 procedure herein.

8. Employees, including employees in their work test period, shall have the right to departmental hearing in every disciplinary action involving an employee 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 (1) calendar year is fifteen (15) days or more. Where an employee receives more than three (3) suspensions or fines of five 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 test period for unsatisfactory performance.

9. Such 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, 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 Authority shall select a hearing officer for a hearing provided for in this Article and the hearing 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.

D. Any employee who is disciplined or discharged shall have the right to appeal disciplinary action. It is expressly understood that an employee shall only be entitled to one (1) avenue of appeal.

E. In disciplinary actions based on non-serious violations where an employee is subject to disciplinary action which would result in lost time, such disciplinary action shall not be implemented for at least three (3) working days subsequent to the day when the incident occurs. During this three (3) day period, the Employer, employee and a Union representative shall have a meeting to attempt to resolve the matter. The Executive Director shall determine if a violation is not serious which determination shall be reasonable. By way of illustration and not limitation, non-serious violations shall not include theft, intoxication on duty, possession of alcohol or drugs on duty, disorderly or immoral conduct, or damage or physical violence to the Employer, employees or the public.

ARTICLE XXVI

SAVINGS

A. It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in effect and become part of this Agreement, except if in conflict with the terms contained herein.

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 XXVII
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 Authority 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 1 of each year, the Union will submit to the Authority a list of those employees who have not become members of the Union for the then current year. The Authority 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 Authority will deduct the representation fee in equal installments bi-weekly, 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 effort to transmit the collective monthly dues to the Representative Union by the fifteenth (15th) day of the

E. Upon the receipt of a lawfully executed written authorization from an employee, the Authority agrees to deduct the regular monthly dues of such employee from his/her pay check and remit such deduction to 3635 Quakerbridge Road, Suite 1, Trenton, New Jersey 08619. The Union will notify the Authority in writing of the exact amount of such regular membership dues to be deducted.

ARTICLE XXVIII

UNION REPRESENTATIVES - RIGHTS AND PRIVILEGES

A. The Union shall have the right to designate such of its members 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 Authority from transferring and/or reassigning stewards and/or officers, so long as such transfer and/or reassignment is not due to their Union activities.

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

D. A Steward may arrange to check time cards, time books, and time sheets at reasonable times, so long as there is no interference with proper service to the public. An employee may arrange with the supervisor to check his/her time card, 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 Authority, 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 complaint. All such information shall be updated upon reasonable request. All requests shall be made through the Executive Director.

F. Whenever a representative of the Union or any employee is required by the Employer or the Union to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, disciplinary hearings, unfair practice charges, or formal conferences, the

employee shall suffer no loss in pay.

G. PERC attendance shall not exceed two (2) Union representatives with one (1) alternate 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 Authority 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 spokesperson 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 Personnel Officer or his/her designee.

K. Effective January 1, 1996, Union members to be designated by the Union shall be granted up to five (5) paid days providing these days coincide with their regularly scheduled work days, and up to five (5) 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.

ARTICLE XXIX

PROMOTIONS, SENIORITY AND LAYOFF

A. All eligible employees shall be advised at the earliest possible time that a promotion vacancy is to be filled, 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 shall receive a higher salary calculated in the following manner:

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

D. 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.

E. Seniority is defined as an employee's total continuous length of service with the County of Middlesex or Authority 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.

F. The Authority reserves the right to layoff personnel. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, abilities and job title to perform whatever work may be available as solely determined by management. Employees subject to a layoff shall be entitled to a pro-rata share of any retroactive wage increases as enunciated in Article V of this Agreement.

G. 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 Authority. The Authority 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

shall refuse to accept such employment. Those employees who were employed at the Golf Course by the Authority and/or County as of April 1, 1995 and as listed on Schedule A, shall not be laid off by the Authority except for cause.

H. The Authority 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.

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

J. For the purposes of promotions only, seniority shall be defined as an employee's continuous length of service within present job title. The Authority agrees to post a notice regarding any promotional job vacancy. Such notice shall be posted at every work site at the Golf Course where the vacancy exists. The Authority 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.

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

ARTICLE XXX

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 rest, 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 Executive Director that an employee is physically incapable of a VDT terminal due to injury, disability or pregnancy, the employer should make every effort to assign such employee to appropriate, alternative duties in the same title for the period of such disability, provided that such temporary assignment shall not exceed one year.

B. SEXUAL HARASSMENT

1. Should any bargaining unit member have a question regarding the above referenced policy, they should contact the Personnel Officer at (609) 655-5141 concerning issues of sexual harassment.

C. CHILD CARE REIMBURSEMENT POLICY

1. Full-time employees are entitled to receive a weekly reimbursement for child care expenses for each child as follows:

- a) Base Salary up to \$18,000: \$35.00 per week;
- b) Base Salary \$18,001 to \$25,000: \$25.00 per week;
- c) Base Salary over \$25,000: \$15.00 per week.

2. Full-time employees may receive the reimbursement upon proof of payment for child care to any child care provider except a spouse.

3. If a husband and wife are both entitled to the reimbursement hereunder, the Authority shall only pay one reimbursement at the highest salary rate.

D. FOUR DAY WORK WEEK

The Authority shall have the right to establish a four day work schedule, at its option, to overlap existing shifts. The Authority has the right to assign titles to the four (4) day schedule. Within title, employees will either bid on a seniority basis or work on rotating shifts at the Union's option. The Authority agrees, to the extent possible, to make the new schedule voluntary but has the right to assign appropriate employees.

E. PAY PERIODS.

The Union shall agree to a change to semi-monthly rather than bi-weekly pay if the Authority elects to change over.

F. DRIVER'S LICENSE.

The Authority shall have the right to check valid driver's licenses of employees operating Authority vehicles or operating personal vehicles in performance of job duties at any time. Such employees are required to report loss, revocation, or suspension of driving privileges.

ARTICLE XXXI

TUITION AID

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accordance with the policies and procedures established by the Authority, subject to the availability of existing funds.

ARTICLE XXXII

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 above 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 consideration.

C. In the event that a bargaining unit member applies for a vacant position and is rejected, the Authority 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. Involuntary transfers to a new or different shift or job location shall not be utilized as a substitute for disciplinary action. 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.

ARTICLE XXXIII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIV

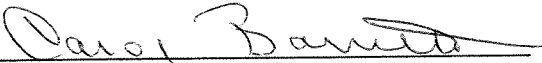
DURATION

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, 1998 without any reopening date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the parties and caused their proper corporate seals to be affixed the date below written.

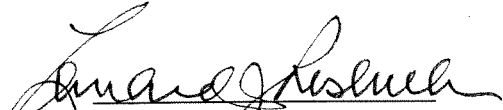
ATTEST:

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
LOCAL #3440

By: 
Carol Barrett, President

ATTEST:

MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY


Leonard J. Roseman, Secretary

By: 
Anthony J. Zamillo, Chairman