

2-0374

12-00

LIBRARY
INSTITUTE OF
APPLIED
ANTHROPOLOGY
APR 27 1989
RUTGERS UNIVERSITY

A G R E E M E N T

Between

Middlesex County Board of Chosen Freeholders
THE COUNTY OF MIDDLESEX

-and-

MIDDLESEX COUNCIL NO. 7
NEW JERSEY CIVIL SERVICE ASSOCIATION
JUVENILE DETENTION CENTER EMPLOYEES

X January 1, 1989 - December 31, 1990

I N D E X

	<u>Page</u>
ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT	28
ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL	43
ARBITRATION	35, 42
Specific Issue Arbitration	42
BEREAVEMENT	23
BREAKS	30
BULLETIN BOARD	51
CALL-IN	9
CLOTHING ALLOWANCE	33
COMPENSATORY TIME	10
COMPUTATION ERRORS	56
DISCIPLINE	37-41**
DUES CHECKOFF	6-7
DURATION OF CONTRACT	59
ECONOMY LAYOFFS	45
EDUCATIONAL GRANTS	50
EMERGENCY SITUATIONS	53
GRIEVANCE PROCEDURE	34-36
Arbitration & Specific Issue Arbitration	35, 42
HOLIDAYS	20-21
HOURS OF WORK	8

Index (Cont.)

	<u>Page</u>
INJURY LEAVE	27
JURY DUTY	29
LONGEVITY	17
MANAGEMENT RIGHTS	55
MEAL ALLOWANCE	52
MEDICAL BENEFITS	18-19A
Blue Cross/Blue Shield	18
Dental Plan	18-19
Drug Prescription Plan	19
Extended Medical Benefits	19A
Health Maintenance Organization (H.M.O.)	18
Payment of Blue Cross/Blue Shield Premiums for Retirees ..	18
Vision Care Program	19A
MERIT INCREASE	13
MILEAGE ALLOWANCE	52
NEW EMPLOYEES	14
NON-DISCRIMINATION	3
NO STRIKE OR LOCK-OUT	58
OVERTIME	9-10
40 Hour Employees	9
35 Hour Employees	9
35 and 40 Hour Employees	9
Call In	10
Changeover - Eastern Standard Time to Daylights Savings ..	11
Compensatory Time	10
Short Swings	10
PART-TIME EMPLOYEES	31-32
Holidays	31
Hospital and Dental Programs and Drug Prescription Program	31
Part-Time Call-In	32
Public Employees' Retirement System	32
Sick Leave	31
Vacation	31
PERSONAL DAYS	22
PERSONNEL FILE	48-49

Index (Cont.)

	<u>Page</u>
PREAMBLE	1
PROMOTIONS	15
RECLASSIFICATION SURVEY	46
RECOGNITION AND SALARY RANGES	2-2A
RULES OF THE EMPLOYER	47
SAFETY	54
SALARY RANGES	2-2A
SAVINGS CLAUSE	57
SEASONAL EMPLOYEES (SUMMER HELP)	16
SEPARABILITY CLAUSE	44
SHIFT DIFFERENTIAL	11
Assigned Work in Higher Title	11
Changeover - Eastern Standard Time and Daylight Savings ..	11
SICK LEAVE	26
SIGNATURE OF THE PARTIES	60
SPECIFIC ISSUE ARBITRATION	42
SUPERVISING ASSIGNMENT	54
UNION REPRESENTATIVES - RIGHTS AND PRIVILEGES	4-5
VACATIONS	24-25
WAGE INCREASE ELIGIBILITY	13
Merit Increases	13
WAGES & PAY PERIODS	12
YEARLY SICK TIME BUYOUT	26A

THIS AGREEMENT, made the *20th* day of *July* *1989*
between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its
Board of Chosen Freeholders (hereinafter known as the Employer),
and THE MIDDLESEX COUNCIL #7, NEW JERSEY CIVIL SERVICE ASSOCIATION,
JUVENILE DETENTION CENTER EMPLOYEES (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, as amended, and said Union has been certified
as such by the Public Employees Relations Commission, and

WHEREAS, said Union has been in negotiations with the
Employer pursuant to Chapter 303 of the Laws of 1968, as amended, and

WHEREAS, the Union and the Employer have agreed upon certain
terms of employment as a result of the negotiations carried on pursuant
to Law;

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

1. RECOGNITION

The Union is hereby designated as the bargaining agent for the employees in the Junvenile

Detention Facilities as follows:

<u>Work Week - 40 Hours</u>	<u>NON FOUR-YEAR DEGREE</u>	<u>STRAIGHT RANGE</u>	<u>FOUR YEAR DEGREE</u>
Juvenile Detention Officer	\$16,500 - \$21,189	\$15,590 - \$30,800	\$17,500 - \$22,511
Sr. Juvenile Detention Officer			
Youth Aide	\$16,500 - \$20,194		\$17,500 - \$22,511
Youth Group Worker	\$16,500 - \$22,511		\$17,500 - \$22,511
Cook		\$10,475 - \$15,425	
Sr. Cook		\$11,005 - \$16,175	
Head Cook		\$11,750 - \$17,250	
Maintenance Repairer		\$12,410 - \$18,850	
<u>Work Week - 35 Hours</u>			
Head Nurse		\$28,000 - \$34,000	
Graduate Nurse		\$19,860 - \$29,100	
Clinical Psychologist		\$16,235 - \$23,825	
Psychiatric Social Worker		\$20,000 - \$27,125	
Teacher - Juvenile Facilities		\$20,000 - \$27,500	

Recognition (Cont.)

<u>WORK WEEK - 35 HOURS</u>	<u>NON FOUR-YEAR DEGREE</u>	<u>STRAIGHT RANGE</u>	<u>FOUR YEAR DEGREE</u>
Teacher - Special Education		\$20,000 - \$27,500	
Administrative Secretary		\$16,235- \$26,000	
Principal Clerk Typist		\$11,750- \$17,250	
Recreation Supervisor		\$14,415- \$21,125	
Recreation Leader		\$11,005- \$16,175	
Project Coordinator -Clinical Rehabilitation		\$13,355- \$20.475	
Social Worker	\$16,500 - \$22,511		\$17,500 - \$22,511
Social Worker - Children's Shelter	\$16,500 - \$22,511		\$17,500 - \$22,511
Principal Account Clerk - Typing		\$11,005- \$16,175	
Supervising Clerk Steno		\$12,910- \$18,850	
Administrative Clerk Typing		\$15,590- \$22,850	
Administrative Clerk Steno		\$16,235- \$23,825	
Administrative Analyst		\$18,800- \$27,600	

2. NON-DISCRIMINATION

The County of Middlesex is committed to basing judgments concerning employees solely on their qualification, abilities, and performance. The County shall not discharge, demote, discipline, reassign or transfer any employee because of race, sex, age, nationality, creed, color, religion, marital status, handicap, political or union affiliation, or lawful association activity. Any such alleged discrimination may be pursued under the grievance provisions of this Agreement.

3. UNION REPRESENTATIVES - RIGHTS AND PRIVILEGES

A. The Union shall have the right to designate a representative group of Shop Stewards reflective of total membership, and such Union Shop Stewards or other authorized Representatives shall not be discriminated against due to their legitimate Union Representatives' activities.

B. 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 relative to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public.

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. Stewards shall not be transferred or reassigned to another location without ten (10) days prior notice in writing to the Union, and the reason for the transfer must also be given to the Union, and such transfer shall be subject to the grievance procedure, and such transfer, if grieved, shall not be made until the grievance is finally adjudicated, or settled at arbitration as the case may be.

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 or 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 County of Middlesex, including, but not limited to, financial statements, debt statements, annual audit reports,

UNION REPRESENTATIVES - RIGHTS AND PRIVILEGES (CONT.)

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 Personnel Director.

F. 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.

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

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

I. One union member shall be permitted a union conference day to attend such conferences provided that this shall be limited to one day a month and prior notice shall be given to the Administrator of Youth Services.

J. A joint Labor-Management committee consisting of at least three members of the union shall be formed for the discussion of issues affecting employees in the bargaining unit. However, any changes to be made will be determined by the Administrator of Youth Services.

4. DUES CHECKOFF

A. The Employer shall deduct Union dues from the earnings of each employee union member, provided the employee executes a written authorization for such dues deduction. The Employer shall deduct the sum of four dollars (\$4.00) from twenty-four (24) of the employee's twenty-six (26) paychecks in each calendar year, or a total sum of ninety-six dollars (\$96.00) per year or such other sum as is approved by the Union in its sole discretion from time to time. The Employer shall continue to deduct said dues until an employee resigns as a member of the Union in accordance with the Union's By-Laws or other rules, and written notice thereof is sent to the Employer by the Union.

B. Any member of the Union desiring to resign from the Union will be permitted to do so only on one (1) specific occasion during the calendar year - effective July 1st pursuant to N.J.S.A. 52:14-15.9(3). This request must be in writing to the President of the Union and the County Comptroller.

C. The Employer shall deduct a representation fee in lieu of dues from each employee who is not a member of the Union but who is covered by this Agreement. The Employer shall deduct the sum of three dollars and forty cents (\$3.40) from twenty-four (24) of the non-member employee's twenty-six (26) paychecks in each calendar year, or a total sum of eighty-one dollars and sixty cents (\$81.60) per year or such other sum in the amount of eighty-five percent (85%) of the Union dues as is approved by the Union, in its sole discretion from time to time.

Dues Checkoff (Cont.)

D. The Union agrees to establish and maintain 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.C.S.A. 34:13:A-5.4, 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 either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13:A-5.4, as amended.

5. HOURS OF WORK

A. The work hours for various job classifications will be as noted in Article 1. RECOGNITION, Page 2.

B. All weekly work schedules shall be posted on each of the three (3) Juvenile Facility's bulletin boards on Wednesday of each week. That set schedule shall become "fixed" and not subject to request for change after 2 p.m. on the following Friday.

C. 1. At the Youth Center on the male wing, the shifts will consist of 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m.

2. On the female wing, the shifts will consist of 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m.

D. At the Juvenile Shelter and Middlefields Facilities, the shifts shall consist of 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12 Midnight, and 12 Midnight to 8:00 a.m.

E. Up to three people per facility per shift may have their shifts changed, and these changes shall generally be of one (1) hour.

F. Job seniority within the Juvenile Facility will be predicated upon the date of certification for the classification within the Juvenile Facility.

G. For individual employees, if New Jersey State Department of Personnel Certification is same date and same title, seniority shall be determined as of hiring date.

H. The assignment of shifts and the scheduling of days off shall be based upon seniority, insofar as practicable.

I. It is agreed that insofar as practicable, the employees on the night shift will be given their pay checks on the Thursday preceding their regular Friday payday.

6. OVERTIME (SEE ALSO ARTICLE 15)

40 HOUR EMPLOYEES

The parties acknowledge that work outside of standard schedules may be required. Except as hereinafter provided, for all work in excess of eight (8) hours pay or in excess of eight (8) hours in any twenty-four (24) hour period, employees shall be paid at the rate of time and one-half (1½) their regular hourly rate. A twenty four (24) hour period shall be twenty-four (24) consecutive hours following the employees' scheduled starting time.

35 HOUR EMPLOYEES

Except as hereinafter provided, employees requested or scheduled to work beyond their regularly scheduled workday or workweek shall be paid at the rate of time and one-half (1½) in pay.

35 & 40 HOUR EMPLOYEES

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

Overtime shall be assigned by seniority on a rotating basis per scheduled list.

Employees called into work on a day off and who work a double shift shall be compensated at the rate of time and one-half (1½) in pay for the entire first shift. The employee shall then be paid time and one-half (1½) for the first four hours of the second shift and then double time for all hours worked after the initial four hours of the second shift.

It is further agreed to and understood that employees working a seventh (7th) consecutive day and any day(s) thereafter on a consecutive basis will be paid double time for all hours worked on those specific days.

Further every effort shall be made to pay overtime in the pay check immediately following the working of such overtime.

Overtime (Cont.)

CALL-IN

Any employee called to work by the Employer shall be granted four (4) hours work per shift at the rate of time and one-half ($1\frac{1}{2}$) in pay or the holiday rate, whichever is applicable.

SHORT SWINGS

Employees short-swinging back to work after working overtime which was not scheduled will not be subject to time and one-half ($1\frac{1}{2}$) hours pay.

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

COMPENSATORY TIME

An employee may request compensatory time for overtime hours worked. Compensatory time shall be computed at the applicable overtime rate. However, the employee's Department Head shall retain the final authority on the right to grant compensatory time. If not granted or the employee cannot use the compensatory time when requested, such employee can request payment of that overtime.

7. SHIFT DIFFERENTIAL

A. In the contract year 1989, employees working the second shift, either 3:00 p.m. to 11:00 p.m. or from 4:00 p.m. to 12:00 p.m. as the case may be, will be paid an additional fifty cents (50¢) per hour over their regular straight time rate, for the hours worked. In the contract year 1990 those employees working the second shifts as described above will be paid an additional fifty-five cents (55¢) per hour over their regular straight time rate, for the hours worked.

B. In the contract year 1989, employees working the third shift either 11:00 p.m. to 7:00 a.m. or from 12:00 p.m. to 8:00 a.m., as the case may be, will be paid an additional forty-five cents (45¢) per hour over their regular straight time rates, for the hours worked. In the contract year 1990 those employees working the third shifts as described above will be paid an additional fifty cents (50¢) per hour over their regular straight time rate, for the hours worked.

C. Any such shift employee who works overtime shall receive shift differential at applicable overtime or holiday rates.

D. Every effort shall be made, depending on staffing requirement, that no employee will work more than two double shifts in any one work week.

E. Changeover - Eastern Standard Time and Daylight Savings Time: During the change in time standards, no employee shall suffer loss of pay when time changes from Daylight Savings Time to Eastern Standard Time. Conversely, no employee shall receive any additional remuneration when changing from Eastern Standard Time to Daylight Savings Time.

F. Assigned work in Higher Title: Employees in this bargaining unit who are assigned work in a higher title by the Department Head or his/her designee shall be paid ninety cents (90¢) per hour over their existing salary or the minimum of the higher title, whichever is greater, on an hour-by-hour basis until such time he/she no longer performs the duties in the higher title.

WAGES AND PAY PERIODS

For the 1989 contract year all eligible employees in this bargaining unit hired prior to January 1, 1988, will receive a seven percent (7%) 1989 wage increase effective January 1, 1989 based upon their December 31, 1988 base salaries.

For the 1989 contract year, all eligible employees in this Bargaining Unit hired after January 1, 1988, will receive a six (6%) percent 1989 wage increase on January 1, 1989, or after completing a six (6) month period of employment at any of the Juvenile Facilities, whichever date is later, based upon their 1988 base salaries.

Further for the 1990 contract year all eligible employees in this unit hired prior to January 1, 1989 will receive a five (5%) percent 1990 wage increase effective January 1, 1990 based upon their December 31, 1989 base salaries. In addition, all employees hired prior to January 1, 1989, shall receive an evaluated adjustment of two hundred and twenty-five dollars (\$225.00), payable on January 1, 1990.

For the 1990 contract year, all eligible employees in this bargaining unit hired on or after January 1, 1989, will receive a five (5%) percent 1990 wage increase on January 1, 1990, or after completing a six (6) month period of employment at any of the Juvenile Facilities, whichever date is later, based upon the 1989 base salary for that position.

Further, in the event of New Jersey State Legislation providing for an increase in the minimum salary for teachers, those same minimums shall be applicable to the teachers in the bargaining unit.

8A EXPERIENCE FACTOR

With respect to new or future professional employee hires, or those presently on staff, the Dept. of Corrections And Youth Services intends that it would credit employees with all or any portion of such employee's employment experience before employment with the Department. The crediting of all or any portion of the employee's experience will be determined by the Department Head at his/her sole discretion, up to the sum of \$4,000.00

9. WAGE INCREASE ELIGIBILITY

All employees in this bargaining unit being carried on the County payroll will receive the wage increase negotiated as set forth in Article 8. Wages with the following exceptions.

A. It is understood and agreed that upon their return employees being carried on approved leaves of absence shall receive a retroactive wage increase only for those hours worked before the employee was on the approved leave of absence, and not for any period of time when they were on an approved leave of absence. If the employee on an approved leave of absence returns and the contract has still not been settled, then the employee would also receive a retroactive wage increase for those hours worked after their return from an approved leave, but not for any period of time when the employee was on the approved leave of absence.

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

C. 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 bargaining process. The only exceptions to this policy or a temporary or provisional appointment to a higher position. In these cases, the promotion policy as contained in this contract will be observed.

10. NEW EMPLOYEES

It is the intention of the Employer, in accordance with the Union, to start all new employees at the minimum of 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.

11. PROMOTIONS

A. Promotional positions shall be filled in accordance with New Jersey State Department of Personnel Rules and Regulations. Eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled.

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

C. Any employee promoted by New Jersey State Department of Personnel Certification or provisional appointment from their present salary range to a higher salary range shall receive a five percent (5%) increase on their current salary, or the new minimum, whichever is greater.

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

E. All promoted employees who receive a new annual salary pursuant to this Article (11. Promotions) shall also be entitled to receive all other wage increases as provided in Article 8. Wages and Pay Periods.

12. SEASONAL EMPLOYEES (SUMMER HELP)

Seasonal employees shall not work more than four (4) months per year. Any exceptions shall be communicated to the Union in writing. Employees on lay-off shall be hired as seasonal employees first, prior to hiring new personnel.

All seasonal employees shall become members of the Union after four (4) months or pay a representation fee in lieu of union dues in accordance with scheduled dues deductions of Article 4. Dues Checkoff.

Seasonal employees shall not receive personal days, bereavement days, hospitalization, dental benefits, vision benefits, or any other indirect benefit in this contract.

Seasonal employees shall not work overtime where a regular permanent employee is available to perform such work.

Seasonal employees shall be permitted to work overtime when a regular permanent employee refuses or is not available for overtime work.

Seasonal employees whose work is connected with seven (7) day work scheduled will be permitted to fill schedule shortcomings when and if they occur, regardless of overtime work.

13. LONGEVITY

All eligible employees shall be entitled to receive longevity payments which shall be based upon their salary as of December 31st of the previous calendar year, (maximum base salary \$25,000). The rate of longevity shall commence with the completion of the eighth (8th) year of service as follows:

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

6.

14. MEDICAL BENEFITS

A. All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J, or equivalent, at the Employer's expense. Major Medical for eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured with approval of the Association and 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 Blue Cross-Blue Shield, Rider J, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

C. All full-time and eligible part-time employees shall be covered by the Great West Life Assurance Company Dental Plan, or a similar plan. An employee who elects single coverage shall have the entire premium paid by the Employer.

It is understood and agreed, for the 1989 contract year, that the Employer will contribute \$12.37 per month toward the dependent coverage of the employee in the Modified Plan. The employee will contribute \$6.90 per month. Total amount for dependent coverage in

Medical Benefits (Cont.)

the Modified Plan, \$19.27 per month. In addition, the Employer will contribute \$24.51 per month toward dependent coverage of the employee in the Family Plan. The employee will contribute \$30.00 per month. Total amount for dependent coverage in the Family Plan, \$54.51 per month.

Further, for our 1989 contract year, the employee may opt for the Unity Dental Health Services Prepaid Dental Care Program. Should the employee enroll in this program for single coverage, the employee shall contribute \$4.79 per month and the County \$8.73 for a total monthly premium of \$13.43. Total amount for dependent coverage in the Modified Plan, \$30.60 per month with the employee paying \$18.23 and the County \$12.37 per month. In addition, the Employer will contribute \$24.51 per month toward dependent coverage of the employee in the Family Plan. The employee will contribute \$33.68. Total amount for dependent coverage in the Family Plan, \$58.19.

Any dental coverage group rates provided by Middlesex County effective April 1, 1990, shall become a part of the Collective Bargaining Agreement currently in force.

Retirees who retire and receive a pension from the Public Employees' Retirement System will be eligible to receive their Dental and Prescription coverage at the prevailing County group rate at their own expense. The Prescription Plan and Dental Plan are not currently available for retirees. If the County obtains coverage from a carrier during the term of this contract, it shall be made available to any employee who would retire after the date of its availability at the prevailing County retiree group rate at their own expense.

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 of \$1.25 per prescription by the employee.

Medical Benefits (Cont.)

E. Payment of Blue Cross-Blue Shield Premiums for Retirees:

Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, 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 of locally Administered Retirement System, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums.

F. Vision Care Program: All full-time employees of this bargaining unit, who have been employed for more than sixty (60) continuous 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

The total reimbursement shall be a total of \$110.00 for a combined cost of the above. It is understood and agreed that the Vision Care Program will apply to the employee only.

B. Employees who are on approved medical leaves of absence will be granted a 90-day extension of medical coverage effective as of the date of their leave of absence. This shall be in accordance with the current County medical coverage policy.

15. HOLIDAYS

A. 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.

B. All full-time and regular part-time employees (see article 24.) shall be entitled to the following paid holidays each calendar year:

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

C. If a holiday falls during an employee's vacation or bereavement time, he/she shall be granted an additional day off with pay.

Holidays (Cont.)

D. Except as provided in Subarticle F. below, all full-time employees working on a holiday will receive their regular day's pay at a straight time rate plus time and one-half ($1\frac{1}{2}$) for all hours worked on the holiday and no compensatory day.

In order to be eligible for holiday pay, an employee shall work his/her last scheduled work day prior to the holiday and the next scheduled work day following the holiday. Exceptions to this provision shall be by authorized absence or verifiable illness if requested.

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

F. Employees scheduled to work on New Year's Day, July 4th, or Christmas Day shall be paid their regular day's pay plus an additional rate of double time pay for the hours worked.

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

H. Those employees who are employed in a five-day operation (5 day - 35 hours - Monday through Friday employees) will observe a holiday as per the Middlesex County Holiday Schedule.

I. All part-time employees who are scheduled to work a holiday will be paid for the holiday at his/her regular straight hourly rate and will not be entitled to a compensatory day.

J. Holidays paid for but not worked will not be used in computing overtime pay for hours in excess of forty (40) hour or thirty-five (35) hours, whichever is applicable.

16. PERSONAL DAYS

All employees shall have four (4) paid personal days in each calendar year for any personal purpose, in addition to all other leave provided in this Agreement. Personal days may not be carried over to the following calendar year. Personal days may be taken on separate days or consecutively; however, the employee should, whenever possible, give the Employer one (1) day notice for each personal day to be taken. 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 personal day per third (3rd) month of employment completed in the year said employment is terminated.

17. BEREAVEMENT LEAVE

All full time employees shall receive four (4) 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 four (4) working days leave (as stated above) for each eligible death which occurs, and shall be the three (3) or four (4) working days next following the date of death, or with an exception of an employee having the option of taking his/her bereavement leave within a ten (10) day period of the occurring death.

It is further agreed to and understood that once the option is exercised, the bereavement leave taken will be on a consecutive day basis. Once the employee selects the method of taking bereavement leave, there will be no deviation from that method for that death.

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

The Department Head or his/her designee may reasonably request a verification of relationship for the bereavement leave requested.

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.

18. VACATIONS

A. A new employee shall be granted vacation leave 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 at the rate of one (1) day per month shall be credited to the employee for the balance of the year ending December 31st.

B. 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 vacation days shall be deducted from the separated employee's pay.

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

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to five yeras	Twelve working days during each year of service.
Six to nine years	Fifteen working days during each year of service.
Ten to twelve years	Sixteen working days during each year of service.
Thirteen to twenty years	Twenty working days during each year of service.
Twenty-first year or more	Twenty-five working days during each year of service.

Vacations (Cont.)

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

E. Unused vacation time may be carried over for one (1) year only.

F. The employer and his designated representative shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the New Jersey State Department of Personnel 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 need not be taken continuously, at the employee's discretion. It shall be assumed that an employee shall 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 by the vacation schedule. Any employee leaving the service of the Employer shall have unused vacation time paid to him. Unearned vacation time used shall be deducted from the employee's last pay if separation from service occurs.

G. Any employee who has received approval from the Director of the Juvenile Facility or his designee to take time off for vacation purposed, personal days, or holidays, and who is then called back to duty, will be paid at the rate of time and one-half (1½) for his/her work performed these days, or the applicable holiday pay.

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

19. SICK LEAVE

A. A new employee shall earn sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days 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 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 ($1\frac{1}{4}$) days per month.

B. Thereafter, sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to each employee at the beginning of each successive calendar year.

C. 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.

D. All other proper and authorized leaves as provided in the rules of the New Jersey State Department of Personnel, shall be recognized and constitute a part of this Agreement.

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

F. 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.

G. A mandatory Doctor's note shall be required whenever an employee takes a sick day either the day before or day after a holiday, vacation day, or personal day.

YEARLY SICK TIME BUY OUT

At the end of each calendar year, an employee may elect to apply for and receive cash payment for sick days credited and not used during the current year.

Payment may be made in the amount of one day's pay for every three days credited and not used to a maximum of five days' pay.

Employees having used five days of sick leave or less out of fifteen sick days credited per current year qualify for participation.

Employees having used six days of sick leave or more out of fifteen sick days credited per current year are not eligible for participation.

Eligible employees applying for sick time buy out 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.

20. INJURY LEAVE

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 his or her duty, the Board of Freeholders may adopt a resolution granting up to one year's leave of absence with pay. Such leave shall not be chargeable to sick leave. Prior to the passage of such resolution, the Employer's Board of Freeholders shall be satisfied by a certificate of a physician as to the degree of injury or disability, and shall enter into a contract with the employee to reimburse the Employer out of the monies he or she may receive as workmen's compensation, temporary benefits, or legal settlement arising out of his or her injuries.

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

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

21. 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, which sum shall be computed at the rate of one-half ($\frac{1}{2}$) of the employee's daily rate of pay for every full day of earned and unused accumulated sick leave (not to exceed \$15,000) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement.

22. JURY DUTY

Should an employee be obligated to serve as a juror, he or she shall receive full pay from the employer for all time spent on jury duty. In addition, all such employees shall retain all travel and parking allowances, as well as all remuneration received from the Court so long as same is \$10.00 or less per day. . If the remuneration exceeds \$10.00 per day, then the parties shall meet and negotiate whether the employee must assign some or all of that portion of the payment in excess of \$10.00 to the employer.

23. BREAKS

Each employee shall be entitled to one (1) fifteen (15) minute break for each one-half ($\frac{1}{2}$) day period of work (morning and afternoon shall be considered a one-half day period of work and equivalent periods for shift work shall be also considered one-half day periods of work).

24. PART-TIME EMPLOYEES

Part-time employees are defined as employees who are regularly scheduled to work 20 or more hours per week, but less than 35 hours.

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

Vacation

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

Sick Leave

Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn one and one-quarter ($1\frac{1}{4}$) days of sick leave. (8 hour employees = 176 hours, 7 hour employees = 154 hours.)

Holidays

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

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 are not entitled to the following: Personal Days, Bereavement Days, and Longevity.

Part-Time Employees (Cont.)

Public Employees' Retirement System

It is compulsory for part-time employees of the County of Middlesex to enroll in P.E.R.S. if they were permanently appointed on or after January 2, 1955, provided they earn at least five hundred (\$500) a year and are paid in each quarter of the year.

Part Time Call In

Any part-time employees called to work by the Employer shall be guaranteed four (4) hours work per shift.

25. CLOTHING ALLOWANCE

For the contract year 1989 employees in this bargaining unit shall receive the sum of two hundred and fifty dollars (\$250.00) in a separate check payable the first pay period of December 1989.

For the contract year 1990 employees in this bargaining unit shall receive the sum of two hundred and seventy five dollars (\$275.00) in a separate check payable the first pay period of December 1990.

Part-time employees shall be paid a pro-rata share.

26. 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. The Employee Union Grievance Committee shall be recognized as the representative for presenting an employee grievance or dispute from the initial filing to conclusion of the grievance complaint in accord with the agreed to grievance procedure as outlined in the labor agreement as follows: *

Step 1. The employee shall present the employee grievance or dispute to the employee's immediate supervisor within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The supervisor may, in his or her discretion, respond orally or in writing, within three (3) working days, and any written response shall consist of a factual report of the grievance or dispute but shall not include any statement of position or policy.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Council Representative to the Department Head within five (5) working days after the supervisor's response is due. The Department Head shall respond to the Council Representative in writing within five (5) working days.

Grievance Procedure (Cont.)

Step 3. If the grievance still remains unadjusted or unanswered by the Department Head, it shall be presented by the Council Representative to the Personnel Director or his/her designee, in writing within seven (7) working days after the response of the Department Head is due. The Personnel Director, or his/her designee, shall respond in writing to the Council Representative within ten (10) working days. The Council may request a meeting with the Personnel Director, or his/her designee within five (5) working days after receiving the answer from the Department Head.

Step 4. If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Personnel Director, or his/her designee.

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 further understood and agreed that any settlement of the grievance is limited to the date of filing of the grievance. However, 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's grievances shall be presented to the County Supervisory Representative on forms prepared by the New Jersey State Department of Personnel grievance procedure, as contained in this contract, shall be

Grievance Procedure (Cont.)

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, or his/her designee.

27. DISCIPLINE

A. The principles of corrective discipline for employees covered under the terms of this Agreement with respect to recurring minor offense are outlined as follows:

Step 1: Oral Warning

Given by the supervisor to the employee in the presence of a Union representative, and clearly stating all the reasons for the warning. Notation is made in employees'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 a Union representative, and one copy placed in the employee's personnel file.

Step 3: 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 employee's personnel file.

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

Discipline (Cont.)

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, New Jersey State Department of Personnel (form CS-379), a Union representative, and one copy placed in the 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 to the employee, New Jersey State Department of Personnel (form CS-379), a Union representative, and one copy placed in the 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 to the employee, New Jersey State Department of Personnel (form CS-379), a Union representative, and one copy placed in the 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 reoccurring minor disciplinary action was taken against the employee in the same twelve (12) month period.

Discipline (Cont.)

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 discipline shall be removed from his/her file.

C. Major Discipline

This section applies only to permanent employees in the career service or a person serving a working test period. Appointing authorities may establish major discipline procedures for other employees.

1. Types of discipline:

(a) Major discipline shall include:

1. Removal
2. Disciplinary demotion
3. Suspension or fine for more than five working days at any one time.
4. Suspension or fine for five working days or less where the aggregate number of days suspended or fined in any one calendar year is 15 working days or more.
5. The last suspension or fine where an employee receives more than three suspensions or fines of five working days or less in a calendar year.

2. General Causes

(a) An employee may be subject to discipline for:

1. Incompetency, inefficiency or failure to perform duties.
2. Insubordination
3. Inability to perform duties.
4. Chronic or excessive absenteeism or lateness.
5. Conviction of a crime.
6. Conduct unbecoming a public employee.

Discipline (Cont.)

7. Neglect of duty; and
8. Other sufficient cause.

3. Limitations on suspensions and fines.

(a) No suspension or fine shall exceed six months except for suspensions pending criminal complaint or indictment. See N.J.A.C. 4A:2-2.7.

(b) In local service, the appointing authority may provide that a suspension be with or without pay. In State service, suspensions shall be without pay unless directly authorized to be with pay by the department head.

(c) An appointing authority may only impose a fine as follows:

1. As a form of restitution
2. In lieu of a suspension, when the appointing authority establishes that a suspension of the employee would be detrimental to the public health, safety or welfare; or
3. Where an employee has agreed to a fine as a disciplinary option.

(d) An employee may pay a fine of more than five days salary in a lump sum or through installments. Unless otherwise agreed to by the employee, an installment may not be more than five percent of the gross salary per day for a fine under \$500.00; 10 percent of gross salary per pay period for a fine between \$500.00 and \$1,000; or 15 percent of gross salary per pay period for a fine over \$1,000.

4. Opportunity for hearing before the appointing authority

(a) An employee must be served with a Preliminary Notice of Disciplinary Action setting forth the charges and afforded the opportunity for a hearing prior to imposition of major discipline, except;

1. An employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate

Discipline (Cont.)

suspension is necessary to maintain safety, health, order or effective direction of public services. However, a Preliminary Notice of Disciplinary Action with opportunity for a hearing must be served in person or by certified mail within five days following the immediate suspension.

2. An employee may be suspended immediately when the employee is formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job. See N.J.A.C. 4A:2-2.7.

(b) Where suspension is immediate under (a) 2 above, and is without pay, the employee must first be apprised either orally or in writing, of why an immediate suspension is sought, the charges and general evidence in support of the charges and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the appointing authority. The response may be oral or in writing, at the discretion of the appointing authority.

(c) The employee may request a departmental hearing within five days of receipt of the Preliminary Notice. If no request is made within this time or such additional time as agreed to by the appointing authority or as provided in a negotiated agreement, the departmental hearing may be considered to have been waived and the appointing authority may issue a Final Notice of Disciplinary Action.

(d) A departmental hearing, if requested, shall be held within 30 days of the Preliminary Notice of Disciplinary Action unless waived by the employee or a later date as agreed to by the parties.

5. Hearings before the appointing authority

(a) The hearing shall be held before the appointing authority or its designated representative.

(b) The employee may be represented by an attorney or authorized union representative.

Dicipline (Cont.)

(c) The parties shall have the opportunity to review the evidence supporting the charges and present and examine witnesses. The employee shall not be required to testify, but an employee who does testify will be subject to cross-examination.

(d) Within 20 days of the hearing, or such additional time as agreed to by the parties, the appointing authority shall make a decision on the charges and furnish the employee either by personal service or certified mail with a Final Notice of Disciplinary Action.

6. Actions involving criminal matters

(a) When an appointing authority suspends an employee based on pending criminal complaint or indictment, the employee must be served with a Preliminary Notice of Disciplinary Action.

1. The employee may request a departmental hearing within five days of receipt of the Notice. If no request is made within this time, or such additional time as agreed to by the appointing authority or as provided in a negotiated agreement, the appointing authority may then issue a Final Notice of Disciplinary Action under (a) 3. below. A hearing shall be limited to the issue of whether the public interest would best be served by suspending the employee until disposition of the criminal complaint or indictment.

2. The appointing authority may impose an indefinite suspension to extend beyond six months where an employee is subject to criminal charges as set forth in N.J.A.C. 4A:2-24(a)2, but not beyond the disposition of the criminal complaint or indictment.

3. Where the appointing authority determines that an indefinite suspension should be imposed, a Final Notice of Disciplinary Action shall be issued stating that the employee has been indefinitely suspended pending disposition of the criminal complaint or indictment.

(b) The appointing authority shall issue a second

Discipline (Cont.)

Preliminary Notice of Disciplinary Action specifying any remaining charges against the employee upon final disposition of the criminal complaint or indictment. The appointing authority shall then proceed under N.J.A.C. 4A:2-2.5 and 2.6.

(c) Where an employee has pled guilty or been convicted of a crime or offense which is cause for forfeiture of employment under N.J.S.A. 2C:51-2, the departmental hearing shall be limited to the issue of the applicability of N.J.S.A. 2C:51-2. If N.J.S.A. 2C:51-2 is found not applicable, related disciplinary charges, if any, may be addressed at the hearing.

7. Appeals to Merit System Board

(a) An appeal from a Final Notice of Disciplinary Action must be filed within 20 days of receipt of the Notice.

(b) If the appointing authority fails to provide the employee with a Final Notice of Disciplinary Action, an appeal may be made directly to the Board within a reasonable time.

(c) All requests to appeal to the Merit System Board shall be governed by 4A:2-2.9 through 4A:2-2.12 inclusive.

28. 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 employee. If the Employer and the employee cannot mutually arrive at a satisfactory arbitrator 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 hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the New Jersey State Department of Personnel 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 Union, (or the employee if the Union does not pursue arbitration on the employee's behalf). Time extensions may be mutually agreed to by the Employer and the Union.

SPECIFIC ISSUE ARBITRATION: It is agreed to and understood that either party may petition or both parties may petition by mutual consent for a binding principle decision on the specific issue through the arbitrator which shall be a final decision on the specific issue addressed. The cost of the arbitration fee, if by mutual consent, shall be shared by the Employer and the Union. Time extensions may be mutually agreed to by the Employer and the Union.

29. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES

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

30. SEPARABILITY CLAUSE

A. 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 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.

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

31. ECONOMY LAYOFFS

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

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

33. RULES OF EMPLOYER

All rules and regulations promulgated by the Employer for the proper and efficient operation of the employees will be made known to the employees, and shall be in writing.

34. PERSONNEL FILES

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

B. 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 photostat, define, explain, or object to in writing anything found in his/her personnel file. This writing shall become a part of the employee's personnel file.

It is further agreed to and understood that the cost of photostatting copies of an employee's personnel file shall be at a cost to be determined by the Employer.

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

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

E. It is further understood and agreed that the files maintained by the County Personnel Director's offices are the official personnel file 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.

Personnel Files (Cont.)

F. Upon written request from the Union, the Employer will furnish information relating to any employees name, address, time in grade and other data relating to seniority and employment status but not as to personal information unless agreed to by the employee in writing.

35. EDUCATIONAL GRANTS

If educational grants are available in accordance with the provisions of the Omnibus Crime Bill, the Employer shall, whenever possible and subject to budgetary availability, work schedules, etc., make the benefits of such grants available to the employee.

36. BULLETIN BOARDS

The Employer will supply to the Union three bulletin boards, one in each facility, to be located in three assigned areas to be used for Union business, and said bulletin boards will not be used by the Employer.

37. MILEAGE AND MEAL ALLOWANCE

A. Whenever an employee is required to use his/her personal vehicle to travel to and from other County Juvenile Facilities, they shall be paid a per-mile allowance of twenty cents (20¢). Additional expenses such as parking, tolls, etc., shall be paid upon submission of a receipt and voucher.

B. In addition, for the contract year 1989 a six dollar and fifty cent (\$6.50) meal allowance will be paid, only in the event that the County institution in which the employee works does not furnish a meal, to each employee required to work through a supper or other meal period. For the contract year 1990 the above rate shall be increased to seven dollars (\$7.00) only in the event that the County institution in which the employee is working does not furnish a meal to each employee required to work through a supper or other meal period.

38. EMERGENCY SITUATIONS

This Agreement is predicated upon operations of a normal nature. There may be emergency situations where the letter of this Agreement, because of extenuating circumstances, cannot be followed. In such emergency situations, the terms of this Agreement shall in no way limit, or restrict, the Employer's handling of the emergency. Any disputes arising out of the Employer's handling of the emergency, shall be dealt with in accordance with the grievance procedure.

4.

39. SUPERVISING ASSIGNMENT

It is the intent and the practice of the Juvenile Facility (Detention Center) Administration to have male supervisors supervising male juveniles and female supervisors supervising female juveniles. As far as practicably possible, this practice and policy will be adhered to in the Juvenile Facility (Detention Center).

39A. SAFETY

The Employer agrees to assure the safety and adequacy of all working areas and equipment provided for employees' use.

The Employer shall establish a separate Safety Committee for this unit, and continue to appoint members of the Union to the Safety Committee so that there are two (2) Union members on the Safety Committee at all times.

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

Employees shall report all safety hazards and equipment defects to their immediate supervisor who shall have the responsibility to inspect and correct such hazards or defects. If the problem is not resolved, the employee may contact a member of the Safety Committee for appropriate action.

40. MANAGEMENT RIGHTS

All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject to only such limitations as are specifically provided in this Agreement.

68

41. COMPUTATION ERRORS

During the term of this Agreement, all computation errors shall be corrected and all corrections shall be made retroactive to the date of the error.

42. SAVINGS CLAUSE

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

43. NO STRIKE OR LOCK-OUT

The Union, any employee, or the Employer shall not interfere, instigate, promote, sponsor, engage in or condone any strike or lock-out. In the event that any employee violates the terms of the no strike clause, the Employer shall have the right to discharge or otherwise discipline such employee.

44. DURATION OF CONTRACT

A. It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1989 to December 31, 1990.

B. All provisions herein negotiated for the contractual year 1989, unless otherwise provided, shall be retroactive as of January 1, 1989. All provisions herein negotiated for the contractual year 1990, unless otherwise provided, shall be retroactive as of January 1, 1990.


C. This Agreement may be reopened for January 1, 1991 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 January 1, 1991.


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

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.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

MIDDLESEX COUNCIL #7, NEW JERSEY CIVIL SERVICE ASSOCIATION
(JUVENILE DETENTION EMPLOYEES)


ATTEST: Sharon Breiner
President


Union Representative

BOARD OF CHOSEN FREEHOLDERS


ATTEST: Bernice Di Giovanni
Asst Clerk of the Board


Stephen J. Capestro, Director
Board of Chosen Freeholders

RECEIVED
PERSONNEL DEPT

JUL 21 1 34 PM '89