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A G R E E M E N T

made between

Middlesex County Board of Chosen Freeholders  
COUNTY OF MIDDLESEX

and

ROOSEVELT HOSPITAL NON-MEDICAL SUPERVISORS

C.W.A., AFL-CIO Local 1066S

X 7/1/85 - 6/30/87

I N D E X

	<u>Page</u>
ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT .....	33
Yearly Sick Time Buy Out .....	33-33A
ADHERENCE TO CIVIL SERVICE RULES .....	29
AUTHORIZED REPRESENTATIVES .....	4-6
Agency Shop .....	4-5
Criteria for Demand and Return .....	5-6
BEREAVEMENT .....	20
BREAKS .....	10
COMPUTATION OR TYPOGRAPHICAL ERRORS .....	55
DISCIPLINE OR DISCHARGE .....	38
DUES MEMBERSHIP (APPENDIX A-1) .....	57
DURATION OF CONTRACT .....	56
ECONOMY LAYOFFS .....	30
EMPLOYEE PHYSICALS .....	46
EXPERIENCE FACTOR .....	44
GRIEVANCE PROCEDURE .....	26-28
Arbitration .....	27-28
HOLIDAYS .....	17-18
HOURS OF WORK .....	9
JOB TITLES AND SALARY RANGES .....	3A
JOB VACANCY - JOB BIDDING .....	39
JURY DUTY .....	37
LABOR MANAGEMENT .....	47
Reclassification Survey .....	47
LONGEVITY .....	25
MANAGEMENT RIGHTS .....	49

Index (Cont.)

	<u>Page</u>
MATERNITY LEAVE .....	35
MEAL TIME HOURS .....	42
Overtime Meals .....	42
MEDICAL BENEFITS .....	15-16A
Dental Plan .....	15
Drug Prescription Plan .....	16
Extended Medical Benefits .....	16A
Health Maintenance Organization (H.M.O.) .....	15
New Jersey State Temporary Disability Program .....	16
Vision Care Program .....	16
MILEAGE .....	45
MILITARY LEAVE .....	36
NON-DISCRIMINATION .....	2
NO STRIKE OR LOCK-OUT .....	53
OVERTIME .....	11-13
Call Back Time .....	11-12
Dietician .....	12
Merit Increases .....	12
New Employees .....	13
Promotions .....	12-13
Shift Differential .....	12
Weekend Differential .....	13
PART - TIME EMPLOYEES .....	31-32
Bereavement Leave .....	31
Holidays .....	31
Hospital and Dental Programs, Drug Prescription Plan, and Vision Care Program .....	32
Longevity .....	32
Personal Days .....	31-32
Public Employees' Retirement System .....	32
Sick Leave .....	31
Vacation .....	31

Index (Cont.)

	<u>Page(s)</u>
PERSONAL DAYS .....	19
PERSONNEL FILES .....	34
PETTY CASH POLICY .....	52
PREAMBLE .....	1
RECOGNITION .....	3-3A-3B
REQUIRED LICENSURES .....	44
REQUIRED LICENSURES (APPENDIX A-2).....	58
RIGHTS AND PRIVILEGES OF THE BARGAINING UNIT .....	40
RULES OF EMPLOYER .....	50
SAFETY .....	41
SAVINGS CLAUSE .....	48
SEASONAL EMPLOYEES (SUMMER HELP).....	14
SICK LEAVE .....	23-24
SUSPENSION OF PROVISIONS OF AGREEMENT .....	54
UNIFORM PROVISION .....	43
UNION CONFERENCE DAYS .....	51
Tuition Aid .....	51
VACATIONS .....	21-22
WAGES .....	7-8
Wage Increase Eligibility .....	7-8
WEEKEND DIFFERENTIAL .....	13

THIS AGREEMENT made the *2nd* day of *October 1980* between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer) and the NON-MEDICAL SUPERVISOR EMPLOYEES OF ROOSEVELT HOSPITAL, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, (hereinafter known as the Union).

WHEREAS, the Union has been selected as the bargaining agent by the employees to be defined, in accordance with Chapter 303 of the Laws of 1968, and said Union has been certified as such by the Public Employment Relations Commission; and

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

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

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

NON-DISCRIMINATION

The County of Middlesex is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance.

Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, marital status, handicap, political or union affiliation, and arbitration provisions of this Agreement. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

TITLE CODE

TITLE

SALARY RANGE

04687	*ADMIN. ANALYST-HOSPITAL & MEDICAL LIBRARIAN	\$17,071 - \$24,990
00530	ASST. EXECUTIVE HOUSEKEEPER	\$14,742 - \$21,593
01115	CHIEF ELECTROCARDIOGRAPH TECHNICIAN	\$17,071 - \$20,000
01153	CHIEF MEDICAL TECHNOLOGIST	\$16,258 - \$29,295
01159	*CHIEF MICROBIOLOGIST	\$21,785 - \$28,986
01162	*CHIEF OCCUPATIONAL THERAPIST	\$22,450 - \$29,768
01186	*CHIEF PHARMACIST	\$21,785 - \$36,423
01195	*CHIEF PSYCHIATRIC SOCIAL WORKER	\$26,482 - \$45,984
01188	*CHIEF PHYSICAL THERAPIST	\$22,768 - \$35,164
01222	*CHIEF X-RAY TECHNICIAN	\$17,071 - \$27,384
01371	*COORDINATOR OF VOLUNTEER SERVICES	\$16,775 - \$22,674
01531	*DIETICIAN (A.D.A H.R. \$19,000)	\$17,000 - \$22,674
01534	*DIETICIAN/RD	\$21,500 - \$25,000
01625	*DIRECTOR OF PATIENT SERVICES	\$19,962 - \$31,857
01634	*DIRECTOR OF RECREATION THERAPY	\$18,820 - \$27,550
04780	*DIRECTOR OF SPEECH PATHOLOGY & AUDIOLOGY	\$22,768 - \$31,138
	EXECUTIVE HOUSEKEEPER	\$18,911 - \$26,705
01861	*FOOD SERVICE SUPERVISOR	\$14,745 - \$21,593
02260	LAUNDRY SUPERVISOR	\$17,071 - \$27,630
-----	*MANAGER ELECTROCARDIOGRAPH DEPARTMENT	\$17,663 - \$21,518
04957	*MEDICAL RECORD ADMINISTRATOR	\$22,172 - \$32,700
-----	*MEDICAL RECORDS SUPERVISOR	\$17,071 - \$20,000
02566	*OCCUPATIONAL THERAPIST SUPERVISOR	\$21,520 - \$24,507
02672	*PHYSICAL THERAPY SUPERVISOR	\$21,520 - \$30,382
02900	*PSYCHIATRIC SOCIAL WORKER SUPERVISOR	\$23,777 - \$38,553
04448	*SUPERVISING COORDINATOR OF VOLUNTEER SERVICE PROGRAM	\$17,959 - \$27,099
03848	SUPERVISING ACCOUNT CLERK	\$12,527 - \$19,799
03859	SUPERVISING CLERK	\$12,527 - \$18,714
04599	SUPERVISING OMNIBUS OPERATOR - CLASS I	\$14,745 - \$21,593

\*Requires degree, licensure, or certification and are eligible for

## 1. RECOGNITION

The Union is hereby designated as the exclusive bargaining agent for the Non-Medical Supervisors employed by the Roosevelt Hospital in the job titles and salary ranges specified in Page 3-A. Job descriptions for the specified titles will be available at the Personnel Office upon request. All other titles are excluded.

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

It is further agreed to and understood that the Union will be promptly notified of any new employee hires that will be subject to Union Membership.



## 2. AUTHORIZED REPRESENTATIVES

Authorized Representatives of the bargaining unit, with Supervisor's permission shall have the right to enter upon the premises of the Employer during working hours for the purpose of negotiations and grievance procedure relative to enforcement of the final agreement reached, so long as such visits do not interfere with proper service to the public or ongoing workday schedules. It is also understood that no employee shall engage in any Union activity during the employee's working hours. Also, no Union literature is to be distributed in working locations at any time.

It is agreed that the Union will furnish to the Middlesex County Personnel Offices, a list of duly elected stewards as of the first day of the current contract year.

### (A) Agency Shop

The County Comptroller and the County Treasurer shall be and are hereby authorized and directed to deduct from the pay of each employee who furnished a written authorization for such deduction per authorization card exhibited on the last page of this contract during each calendar month, the amount of monthly Union dues or such other amount as may be certified to the Employer and Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

The County further agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, an amount equal to eighty-five percent (85%) of the month Union dues, during each calendar month, commencing with the third (3rd) month of employment of such employee, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union President.

Deduction of Union dues made pursuant hereto shall be remitted by the County to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, Northwest, Washington, D.C. 20006, by the tenth (10th) day of the month following the calendar month in which such deductions were made.

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

There is hereby established, pursuant to Chapter 477, P.L. 1979 of New Jersey, a "demand and return" system which is available to those employees who pay to the Union as majority representative of a particular unit, a representation fee in lieu of dues as provided for in the foregoing law or any amendments thereto.

(A) Criteria for Demand and Return: Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings hereinafter set forth, a return of any part of that fee paid by him which represents the employee's additional pro-rata share of expenditures by the majority

representative that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro-rata share subject to refund shall not reflect; however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contracts administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public employer.

(B) Any member of the Union desiring to resign from the Union will be permitted to do so only on two (2) specific occasions during the calendar year, i.e., on or before January 1st or July 1st. The request must be in writing to the President of the Union and the County Comptroller.

### 3. WAGES

Effective and retroactive to July 1, 1986, all eligible employees shall receive a Negotiated Wage Increase of six percent (6%) based upon their June 30, 1986 base salaries for the contract year 1986.

Wage Increase Eligibility: All employees in this bargaining unit being carried on the County payroll, or on approved leaves of absence upon their return, will receive a wage increase negotiated in the following manner and with the following exceptions:

(a) Employees who are assigned duties in a higher grade and perform the required duties in the higher grade shall receive one dollar and fifty cents (\$1.50) per hour, or the minimum of the base salary of the higher title, whichever is greater. This shall be in addition to his/her regular straight time for the hours worked in a higher position grade, until such time he/she no longer performs duties of a higher grade.

(b) Employees prior to the execution of the contract, and currently not on the payroll at 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. It is understood that the Negotiated Wage Increase will be payable to the employee on an authorized leave of absence for that period of time actually worked during the effective period of the contract.

Wages (Cont.)

(c) It is further agreed to and understood that Registered Dieticians with accreditation from the American Dietetics Association shall receive one range increase or five percent (5%), whichever is greater.

#### 4. HOURS OF WORK

The normal work hours for the bargaining unit are to be as follows: First shifts are to be considered 6:00 a.m. to 2:00 p.m., 9:00 a.m. to 5:00 p.m., or 8:30 a.m. to 4:15 p.m., with forty-five (45) minutes for lunch, and these hours are to remain in effect until mutually changed. However, some employees because of the nature of their work, may be on different work schedules, starting times or quitting times as assigned by management, either party has the right to request a change, and such request is to be the subject of negotiations.

## 5. BREAKS

All employees shall receive a fifteen (15) minute break for each half day period of work, morning and afternoon.

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

## 6. OVERTIME

(a) All employees shall be expected to complete their work in the time allotted for the normal working day. Any employees scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half in pay. An overtime schedule shall be posted and kept in date indicating the overtime hours worked by the employees in their respective departments.

(b) Employees requested to work overtime beyond the thirty-five (35) hour work week and who are requested to work on Saturday or Sunday, the sixth or seventh consecutive work day, will be paid time and one-half in pay.

(c) It is understood that an employee may request compensatory time for the overtime worked. However, the Hospital Administration retains the final authority on the right to grant compensatory time.

(d) Overtime shall be scheduled by seniority, on a reasonably equalized basis where such work is in the nature and normal routine of the job. Seniority shall mean date of hire in that title and shall include current uninterrupted service.

(e) Call Back Time: If an employee is called back to work, these rules will apply: Any employee called in after a normal shift or workday shall receive a minimum of four (4) hours pay at time and one-half. The call back begins when an employee reports on the job. Stand-by pay shall apply to Rape Social Services, X-Ray, and Laboratory employees required to stand-by on the following basis:



Overtime (Cont.)

Weekday - \$10.00/day

Saturday & Sunday - \$25.00/day

Holidays - \$40.00/day

(f) 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 by means of the bargaining process. The only exceptions to this policy will be represented by promotion to a higher position. In these cases, the promotion policy as contained in this contract will be observed.

(g) Shift Differential: The shift differential for the second shift (3:00 p.m. to 11:00 p.m.) shall be fifty-five cents (55¢). The shift differential for the third shift (11:00 p.m. to 7:00 a.m.) shall be forty-five cents (45¢) per hour for the hours worked.

Recreational Therapists and Dietician: Working the hours from 11:00 a.m. to 7:00 p.m. shall receive a differential of forty-five cents (45¢) per hour for the hours worked.

(h) Promotions: Any employee promoted by certification or appointment whose base salary is \$9,999.00 or less will receive a six percent (6%) increase on his/her annual base salary at the time of appointment; whose base salary is \$10,000.00 to \$14,999.00 will receive a five percent (5%) increase on his/her annual base salary at the time of appointment; whose base salary is \$15,000.00 or greater will receive a four percent (4%) increase on his/her annual base salary at the time of appointment. If the 4%, 5%, or 6%

Overtime (Cont.)

does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

(i) New Employees: It is the intention of Middlesex County in cooperation with the bargaining unit, to start all new employees with the bargaining unit at the minimum rate range. Exceptions to this policy, if they should occur, will be communicated to the Union President.

(j) Weekend Differential: Employees covered under this Agreement working Saturday or Sunday will receive sixty cents (60¢) over their regular rate of pay for said hours worked.

## 7. SEASONAL EMPLOYEES (SUMMER HELP)

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

## 8. MEDICAL BENEFITS

All full-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J, at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

A. 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.

B. Dental Plan: All full-time employees who work twenty (20) hours or more shall be covered by the Great West Life Assurance Company Dental Plan or a similar plan at the Employer's expense. Employees who opt to have their dependants covered may opt to do so in accordance with the established open-enrollment policy and shall pay the following premiums:

Modified:       \$ 6.91 per month

Family:         \$28.62 per month

Medical Benefits (Cont.)

C. 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.

D. 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 or locally Administered Retirement System, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums.

E. 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 - \$35.00

Lenses and Frames combined -or- Contact Lenses - \$45.00

This reimbursement shall not exceed and is limited to a total of \$80.00 for a combined cost for the above.

It is understood and agreed that the Vision Care Program will apply to the employee only.

F. New Jersey State Temporary Disability Program - The County agrees to provide disability insurance through the New Jersey State Temporary Disability Benefits Program effective January 1, 1981 in accordance with P.L. 1980, Chapter 18, approved March 26, 1980. It is understood that said law requires contribution from the employer and the employee.

Medical Benefits (Cont.)

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

## 9. HOLIDAYS

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

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

Employees in this bargaining unit who are subject to a five day operating schedule shall observe and be paid for holidays in accordance with the County holiday posted observance schedule.

Employees in this bargaining unit who are subject to a seven day operating schedule shall observe and be paid for the holidays on the days they occur.

Holidays not worked shall be counted as days worked for overtime computation in computing the sixth or seventh consecutive days of work at

## Holidays (Cont.)

the rate of time and one-half. However, it is understood and agreed that personal days and sick days will not be counted or used in computing overtime pay for hours worked in excess of the normal work week.

It is further agreed and understood that if any employee gives a five (5) day prior notice and takes a vacation day and then is scheduled to work Saturday or Sunday, their sixth or seventh work day, then the vacation day will be counted as a day worked for overtime computation.

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 for the holiday worked and no compensatory day.

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

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

Effective in the year 1984, New Year's Day and Christmas Day are designated as major holidays and shall be observed on the actual calendar day they occur. Unit members who work these days shall receive double-time as holiday pay plus the regular rate of pay for those hours worked.

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 absences or verifiable illness, if requested.



10/11. PERSONAL DAYS

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

## 12. BEREAVEMENT

All full-time employees shall be eligible to receive a maximum of three (3) full-time days leave in the event of a death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grantparent, grandchildren, aunts, and uncles.

It is understood and agreed that this Bereavment Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) working days next following the day of death. The employee will be compensated for time lost during said period form his regularly scheduled work, not to exceed three (3) days. However, it is understood that the hours not worked, shall be used in computing overtime pay for hours worked in excess of thirty-five (35) in the work week or any other pay.

13. VACATIONS

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

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

All employees shall be granted vacation leave based upon the following schedule:

<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 years	Fifteen working days during each year of service.
Six to nine years	Eighteen working days during each year of service.
Ten to twelve years	Nineteen working days during each year of service.
Thirteen to twenty years	Twenty-two working days during each year of service.
Twenty-first year or more	Twenty-seven working days during each year of service.

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

Vacation time accumulating will be based on the Civil Service Ruling now in effect.

The Employer and his designated representatives shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the Roosevelt Hospital 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, which shall mean day of hire. Vacation time may be used on less than a full vacation basis by agreement of the employee's immediate supervisor. It shall be assumed that an employee with one or more years of service will remain in service for a full calendar year or portion thereof for that year when requested as permitted by the vacation schedule.

Any employee leaving the services of the County shall be paid on a pro-rated basis of one day for each month of service for the portion of his/her unused vacation.

#### 14. SICK LEAVE

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

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

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

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

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

During the time that the Personnel Office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave injury will be retroactive to the date which is determined by the effective date of the Freeholder Resolution adopting same.

Futhermore, all of the requirements os 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.

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

If the Health Benefits Commission rules change that the County is permitted the pay the hospitalization premium while an employee is on approved unpaid sick leave, such change shall be subject to the approval by the Board of Chosen Freeholders.

15. LONGEVITY

All eligible employees shall be entitled to receive longevity which will be based upon their salary (maximum base \$24,000) as of December 31st of the previous calendar year, starting with the completion of the eighth (8th) year of service as follows:

9 through 15 years of service = 2%

16 through 20 years of service = 4%

21 years and over = 6%

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

Effective January 1, 1981, the present longevity program will continue for all employees on the payroll as of December 31, 1980. Employees starting with the County as of January 1, 1981 and thereafter will not accrue longevity.

## 16. GRIEVANCE PROCEDURE

Definition: A grievance procedure is any alleged violation of this Agreement, or any dispute with regard to its meaning or application. The term "grievance" and the grievance procedure set forth herein shall not apply to matter involving the sole and exclusive discretion of the Board of Freeholders.

Step 1. The employer's Shop Steward shall present, in writing, the Employee's grievance or dispute to the employee's immediate supervisor within ten (10) working days of its occurrence. The Supervisor shall hear the grievance, attempt to adjust the matter, and shall respond to the employee, in writing, within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented, in writing, by the employee to the Director of the Hospital or his designee within five (5) working days after the Supervisor's response is due. The Director or his designee shall respond to the employee, in writing, within five (5) working days.

Step 3. If the grievance still remains unsettled or unanswered by the Director, or his designee, it shall be sent by the employee representative to the County Personnel Director, in writing, within seven (7) days after the response of the Director or his designee. The County Personnel Director shall respond, in writing, to the employee within ten (10) working days. The Union President or his designee may request a meeting with the



Personnel Director within five (5) working days after receiving the answer from the County Personnel Director.

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

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 Employees. 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 Civil Service Commission which might be pertinent, and tender his award in writing, which shall be advisory. The cost of the arbitrator's fee shall be shared by the Employer and Employee Union. Time extensions may be mutually agreed to by the Employer and the employees.

Specific Issue Arbitration: It is further agreed to and understood that either party or both may petition for a binding principle decision on a specific issue through the advisory arbitrator, which shall be a final decision on the specific issue addressed. The cost of the arbitrator's fee shall be shared by the Employer and the Union. Time extensions may be mutually agreed to by the Employer and the employees.

Employee's grievances shall be presented on forms prepared by the County, the grievance procedure, as contained in this contract, shall be strictly adhered to. It is understood that prior to the Union filing any charge with any agency, it will notify the Hospital Administration. It is understood and agreed that any settlement of a grievance is limited to the date of the filing of the grievance.

17. ADHERENCE TO CIVIL SERVICE RULES

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

18. ECONOMY LAYOFFS

The Employer agrees that in the event of employee layoffs for economy reasons with good faith demonstrated on the part of the Employer to the Union, same shall be on the basis of seniority in permanent Civil Service Rules and Regulations.

It is further agreed to and understood that during an economy layoff, provisional employees shall be laid off on the basis of the inverse order of seniority in the Civil Service Classification on an as needed basis. Should the opportunity for rehire exist, those provisional employees laid off shall be given the first opportunity for rehire on the basis of seniority in the Civil Service Classification.

## 19. PART-TIME EMPLOYEES

All permanent part-time employees, including 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.

Bereavement Leave: Part-time employees shall be eligible for one (1) day bereavement leave on the same basis as such leave is available for full-time employees.

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 1½ days of sick leave. (8 hour employees = 176 hours -- 7 hour employees = 154 hours.)

Holidays: It is further agreed to and understood that regular part-time employees working a holiday will be paid overtime holiday applicable pay rates for the hours worked. Part-time employees shall be given the pro-rata number of hours holiday pay based upon the percentage of regular scheduled hours to the thirty-five (35) hour work week.

Personal Days: Part-time employees working three (3) days per week, twenty-one (21) hours or less for a period of not less than six (6) months, shall receive one (1) personal day. Part-time employees working

twenty-two (22) to thirty-four (34) hours for a period of not less than six (6) months shall receive an additional one (1) personal day.

Hospital and Dental Programs, Drug Prescription Plan, and Vision Care Program: Part-time employees will be covered if they are scheduled for and do work twenty (20) hours or more each work week.

Longevity: Part-time employees are not entitled to longevity.

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 dollars (\$500) a year and are paid in each quarter of the year.

## 20. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

All permanent employees covered under the terms of this Agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation (one-half payment) for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

### YEARLY SICK TIME BUYOUT

At the end of each contract year, an employee may option 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.

At time of purchase, the remaining sick days not bought out will be carried over and credited to the employee.

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

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

During an employee's first calendar year of employment, credited sick days and eligibility for buy-out will be on a pro-rata basis.

Part-time workers, working twenty or more hours per week, will be credited with sick days and their eligibility for buy-out on a pro-rata basis. When cashing in fractions, they will be rounded out to the nearest one-half ( $\frac{1}{2}$ ) day.

Eligible employees applying for sick time buy-out will do so on December 15th of each current year by signing an authorization card provided by the County. Payment will be made prior to the end of the following month, namely, January, and shall be in a separate check.



## 21. PERSONNEL FILES

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

## 22. MATERNITY LEAVE

Employees may be granted earned and accumulated sick leave and vacation during the time prior to the expected date of delivery and for one (1) month after the actual date of delivery, on presentation of a doctor's certificate and with the approval of the Department Head and the Freeholder in charge.

Permanent employees who are without accrued vacation or sick leave may be granted a leave without pay not to exceed six (6) months, subject to the same conditions as listed above.

23. MILITARY LEAVE

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

#### 24. JURY DUTY

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

## 25. DISCIPLINE OR DISCHARGE

No employee shall be disciplined or discharged without just cause. Any such action taken shall be subject to the grievance procedure herein set forth.

It is further agreed to and understood that the Union shall be notified of all pending disciplinary actions. Also, unfavorable, derogatory, or negative evaluations and warning notices will be deleted from the employee's personnel file providing there are no re-occurring incidences for a period of one (1) year.

All employees shall have the right to a hearing in accordance with Civil Service rules prior to being terminated or demoted.

## 26. JOB VACANCY - JOB BIDDING

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

Section 2. With reference to filling vacancies, employees in the line of work involved shall have first consideration in order of seniority.

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

Section 4. Job Recall: Will be made in accordance with Civil Service Rules.

Section 5. The determination of abilities and qualifications of an employee shall be made by management.

27. RIGHTS AND PRIVILEGES OF THE BARGAINING UNIT

(a) The Employer agrees to make available to the Union all public information concerning the County together with information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the County Personnel Director.

(b) Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations or grievance procedures, he/she shall suffer no loss in pay.

(c) The Union will have the use of bulletin boards to disseminate Union information.

28. SAFETY

(a) The Employer agrees to assure the safety and adequacy of all working areas and equipment provided for employment use.

(b) The Union will appoint a member of the Union to the Safety Committee.

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



29. MEAL TIME HOURS

Employees in this bargaining unit will be provided one (1) meal a day for each day worked within the prescribed hours; however, it is understood that the meal hours as defined are subject to change in order to insure proper hospital care in an eventuality that may occur.

Shift

Meal

8:30 a.m. - 4:15 p.m.

11:00 a.m. - 1:00 p.m.

Overtime Meals: Any employee required to work ten (10) consecutive hours shall be entitled to an provided a meal by the Hospital. The supper hour shall commence after the employee has worked a minimum of ten (10) hours.

30. UNIFORM PROVISION

The employees holding the following titles shall continue to receive a smock in accordance with the present issuing policy:

Supervisor Employees' Titles

Chief Medical Technician

Chief Microbiologist

Chief Pharmacist

\*Dietician

\*Dieticians will be eligible to receive and be provided smocks by the Hospital Administration on September 1, 1984.

Director of Recreation Therapy shall receive a one hundred and seventy-five dollar (\$175) clothing allowance. Eligibility for the uniform allowance will be limited to those employees who have been employed by Roosevelt Hospital for six (6) months or more. The uniform allowance shall be pro-rated at fourteen dollars and fifty-eight cents (\$14.58) per month in 1984. The type, color, etc., is to be determined by the Hospital Administration.

Uniform allowances will be paid in the last pay period in December.

31. REQUIRED LICENSURES

Required licensures as stipulated by title (Appendix 2-A) shall be paid for by Hospital Administration.

One (1) member for each Department will be entitled to membership in professional associations with dues paid by the County where membership participation is non-required and recognized by the Hospital Administration. (List of Associations as attached - Appendix 1-A).

31A. EXPERIENCE FACTOR

2 years = \$ 200 = Total payment

3 years = \$ 400 = Total payment

4 years = \$ 600 = Total payment

5 years = \$1000 = Total payment

Employees with required licensures or required college degrees shall, on their anniversary date of hire, receive an experience factor in accordance with the above table.

32. MILEAGE

Twenty cents (20¢) per mile allowance shall be paid to the employees of this unit should they be assigned County representative duties using their own autos. Any increase in the allowance approved by the Board of Chosen Freeholders shall automatically apply.

### 33. EMPLOYEE PHYSICALS

Employees wishing to have their own physicals taken at the Hospital may do so during their scheduled working hours. If any employee elects to have his/her physical taken on other than their scheduled working hours (with their personal physician) they may do so on their own time and at their own expense. (The aforementioned refers only to physicals after initial employment.)

#### 34. LABOR MANAGEMENT

A labor management committee consisting of two (2) members of the bargaining unit will meet on a quarterly basis with the Hospital Director or his/her designee to discuss improvements and procedures in patient care. However, any changes to be made will be determined by the Hospital Administration.

#### 34A. RECLASSIFICATION SURVEY

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

35. SAVINGS CLAUSE

It is mutually understood and agreed that benefits currently enjoyed shall remain in effect as of the date of this Agreement.

36. MANAGEMENT RIGHTS

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



37. RULES OF EMPLOYER

All rules and regulations promulgated by the Employer will be observed by the employees.

### 38. UNION CONFERENCE DAYS

Union members to be designated by the Union shall be granted twelve (12) paid and five (5) unpaid aggregate days per calendar year to attend a Union conference or convention. If attended during scheduled working days, the Union shall request these days at least one (1) week in advance. It is also understood that the cost in salary of these aggregate days will be paid for by the Hospital Administration.

### TUITION AID

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accordance with the policies and procedures established for Roosevelt Hospital Employees Tuition Aid Fund of twelve thousand five hundred dollars (\$12,500), subject to the availability of the existing funds.

Employees will be reimbursed up to eighty percent (80%) of tuition and fees. Maximum reimbursement may not exceed eight hundred dollars (\$800) per employee during any one twelve month period beginning September 1st and ending August 31st.

### 39. PETTY CASH POLICY

Petty cash is available in the Business Office and is used for postage, transportation, and emergency purchases of a minor nature. In no case can petty cash be used to circumvent the purchasing policies and procedures of Middlesex County.

The following procedure shall be used to obtain petty cash:

1. Obtain approval of Administration Officer of your Department.
2. Present the request and Administrative approval to the Business Office.
3. If advance is requested, the approximate amount of the required amount will be disbursed and receipts and change (if any) will be returned to the Business Office.
4. If moneys have been spent the receipt together with the Administrative approval should be presented to the Business Office in order to obtain reimbursement.

40. NO STRIKE OR LOCK-OUT

Neither the Union nor the employee or the Employer shall interfere, instigate, promote, sponsor, engage in, or condone any strike, lock-out, or concerted work stoppage. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person for the breach of the no-strike clause. The sole questions shall be whether the employee was engaged in the prohibited activity.

41. SUSPENSION OF PROVISIONS OF AGREEMENT

Section 1. If during the life of this Agreement, there shall be in existence an applicable rule, regulation, or order issued by Governmental Authority which shall render invalid any provision of this Agreement, such provision shall be immediately suspended and have no effect so long as such rule, regulation, or order shall remain in effect.

Section 2. In the event that any of the provisions of the Agreement shall be held in violation of the State or any Federal Law or regulation, such determination shall not in any way effect the remaining provisions of this Agreement.

#### 42. COMPUTATION OR TYPOGRAPHICAL ERRORS

During the life of this contract, computation or typographical errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual consent retroactive to the date of occurrence.

#### 42. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from July 1, 1985 until June 30, 1987, and all provisions therein, unless otherwise provided, shall be retroactive as of July 1, 1985, with a reopener on June 30, 1986 for the second (2nd) year, which will be limited in negotiations solely to wages and two articles. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This Agreement may be reopened for 1987 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to June 30, 1987.

APPENDIX A-1

DUES MEMBERSHIP

PHARMACY	American Society of Consulting Pharmacists (\$40)
O.T.	New Jersey Occupational Therapy Association (\$20)
SPEECH	New Jersey Speech and Hearing Association (\$40)
LAB	American Society for Medical Technologists (\$92)
X-RAY	American Society of Radiological Technologists (\$35)
VOLUNTEERS	American Society of Directors of Volunteer Services - affiliate of American Hospital Association (\$37.50)
MAINTENANCE	Refrigerating Service Engineers Society (\$50) (Approx.)
RECREATION	None
LIBRARY	None
DIETARY	None
SOCIAL SERVICES	National Association of Social Workers (\$95) N.A.S.W. membership for Psychiatric Social Workers holding a MSW position title or higher shall be included in the paying of dues membership.
LAUNDRY SUPERVISOR	National Association Institutions Laundry Managers (\$65)
PHYSICAL THERAPY	None
MUSICAL THERAPIST	National Association for Music Therapy (\$85)

The following titles as indicated will be subject to the Union Membership:

Assistant Chief Medical Technician  
Principal Medical Records Clerk  
Medical Records Supervisor

\*Senior OTA: This title is not presently in use,  
nor is it recognized by Civil Service, however,  
if the need for a Senior OTA arises and is  
approved, this title will be also subject to  
Union Membership

Dues Membership will be subject to contract membership provision.



APPENDIX A-2

REQUIRED LICENSURES

X-RAY

- A. New Jersey Department of Environmental Protection
- B. American Registry of Radiologic Technologists-

PHARMACY

- A. New Jersey Division of Consumer Affairs

PHYSICAL THERAPY

- A. National American Physical Therapy Association
- B. New Jersey Division of Consumer Affairs

OCCUPATIONAL THERAPY

- A. American Occupational Therapy Association (\$75)
- B. American Occupational Therapy Association - COTA (\$30-\$35)

MEDICAL RECORDS

- A. American Medical Record Association

RECREATION THERAPY

- A. New Jersey Park and Recreation Association
- B. National Division of Park and Recreation Association
- C. Division of National Therapeutic Section
- D. Treasurer, State of New Jersey (Certification)

DIETARY

- A. The American Dietetic Association

SPEECH AND HEARING

- A. American Speech and Hearing Association
- B. New Jersey Speech and Hearing Association (Department Head Only)
- C. New Jersey License for Speech-Language Pathologist and Audiologist.

MICROBIOLOGY

- A. American Society for Microbiology
- B. A.S.C.P.

MEDICAL RECORDS DEPARTMENT

- A. Accredited Records Technician Licensure
- B. New Jersey Medical Records Association

TRANSPORTATION DEPARTMENT

- A. Supervisor, Omni Bus
- B. Operator Number One (Special Motor Vehicle License)

PHYSICAL THERAPIST ASSISTANT

- A. National American Physical Therapy Association
- B. New Jersey Division of Consumer Affairs

SOCIAL SERVICES

- A. State Certification in Alcohol Counseling

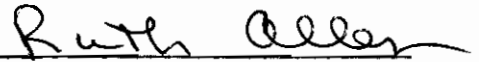
COUNTY OF MIDDLESEX

BY ITS BOARD OF CHOSEN FREEHOLDERS

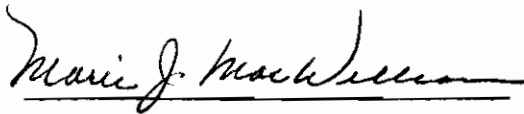
ATTEST:



Alan Kaufman  
C.W.A., AFL-CIO Representative



Ruth Allen  
Union President, Local #1066S  
Non-Medical Supervisors



Marie J. MacWilliam  
Clerk of the Board



Stephen J. Capestro, Director  
Board of Chosen Freeholders