

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 July 1, 1987 - December 31, 1988

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THIS AGREEMENT, made the 17th day of December 1987
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 Juvenile

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	7-1-87	\$14,500 - \$21,189		\$15,500 - \$22,511
	2-1-88	\$16,500 - \$21,189		\$17,500 - \$22,511
Sr. Juvenile Detention Officer			\$15,590-\$26,970	
Youth Aide	7-1-87	\$14,500 - \$20,194		\$15,500 - \$22,511
	2-1-88	\$16,500 - \$20,194		\$17,500 - \$22,511
Youth Group Worker	7-1-87	\$14,500 - \$22,511		\$15,500 - \$22,511
	2-1-88	\$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>				
Graduate Nurse			\$19,860-\$29,100	
Clinical Psychologist			\$16,235-\$23,825	
Psychiatric Social Worker			\$20,000-\$27,125	
Teacher - Juvenile Facilities			\$18,850-\$25,975	

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		\$18,850-\$25,975	
Administrative Secretary		\$16,235-\$23,825	
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	7-1-87 2-1-88	\$14,500 - \$22,511 \$16,500 - \$22,511	\$15,500 - \$22,511 \$17,500 - \$22,511
Social Worker - Children's Shelter	7-1-87 2-1-88	\$14,500 - \$22,511 \$16,500 - \$22,511	\$15,500 - \$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. Neither party to this Agreement shall discriminate against 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.

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. It is agreed that insofar as practicable, the employees on the night shift will be given their pay checks on the Thursday preceeding 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. For all work in excess of eight (8) hours per day 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

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 a scheduled list.

It is further agreed to and understood that employees working a sixth (6th) day or any day(s) thereafter on a consecutive basis will be paid time and one-half (1½) for all hours worked on those specific days.

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. 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 forty-five cents (45¢) per hour over their regular straight time rate, for the hours worked.

B. 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 cents (40¢) 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. 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.

E. 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 seventy-five cents (75¢) 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.

8. WAGES AND PAY PERIODS

A. All staff employees will receive a five percent (5%) Negotiated Wage Increase on July 1, 1987.

B. All staff employees will receive an additional three percent (3%) Negotiated Wage Increase on January 31, 1988 based upon their July 1, 1987 base salaries.

C. All staff employees will receive an additional two percent (2%) Negotiated Wage Increase on July 1, 1988 based upon their January 1, 1988 base salaries.

D. The exception to this shall be all those Juvenile Detention Officers, Youth Group Workers, and Youth Aides hired after January 1, 1988; those employees shall not be subject to the two percent (2%) Negotiated Wage Increase.

E. All Senior Juvenile Detention Officers will receive an additional five hundred dollar (\$500.00) evaluated adjustment on July 1, 1987, and a further five hundred dollar (\$500.00) evaluated adjustment on January 31, 1988 based on their current existing salaries. Each such adjustment shall be added to and remain a part of their base salary.

F. All Juvenile Detention Officers, Youth Group Workers, and Youth Aides hired prior to September 30, 1987 will receive an additional two hundred and fifty dollar (\$250.00) evaluated adjustment on January 31, 1988 based on their current existing salaries. Each such adjustment shall be added to and remain a part of their base salaries.

G. All Juvenile Detention Officers, Youth Group Workers, and Youth Aides hired after September 30, 1987 will not be subject to the two hundred and fifty dollar (\$250.00) evaluated adjustment.

Wages and Pay Periods (Cont.)

H. Notwithstanding Article 8A, all Juvenile Detention Officers, Youth Group Workers, Youth Aides, and Social Worker-Children's Shelter who possess a four-year college degree, shall receive the five percent (5%) Negotiated Wage Increase effective July 1, 1987, or a new minimum annual salary of \$15,500.00 effective July 1, 1987, whichever is greater.

I. Notwithstanding Article 8A, all Juvenile Detention Officers, Youth Group Workers, Youth Aides, and Social Worker-Children's Shelter who do not possess a four-year college degree, shall receive the five percent (5%) Negotiated Wage Increase effective July 1, 1987, or a new minimum annual salary of \$14,500.00 effective July 1, 1987, whichever is greater.

J. Notwithstanding Article 8B, all Juvenile Detention Officers, Youth Group Workers, Youth Aides, and Social Worker-Children's Shelter who possess a four-year college degree shall receive the three percent (3%) Negotiated Wage Increase as of January 31, 1988, or the new minimum annual salary of \$17,500.00 effective as of January 31, 1988, whichever is greater.

K. Notwithstanding Article 8B, all Juvenile Detention Officers, Youth Group Workers, Youth Aides, and Social Worker-Children's Shelter who do not possess a four-year college degree shall receive the three percent (3%) Negotiated Wage Increase as of January 31, 1988 or the new annual minimum salary of \$16,500.00 effective as of January 1, 1988 whichever is greater.

L. Notwithstanding Article 8C, all Juvenile Detention Officers, Youth Group Workers, Youth Aides, and Social Worker-Children's Shelter shall receive the additional two percent (2%) Negotiated Wage Increase on July 1, 1988, or the new minimum annual salary effective as of January 31, 1988, whichever is greater.

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 employees being carried on approved leaves of absence shall receive the wage increase provided for his/her eligible hours worked during the eligibility period, when they worked prior to being approved for a 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 Association, 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 Association 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 \$24,000). 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%

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 1987-1988-1989 contract years, 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 the 1987-1988-1989 contract years, 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 \$4.70 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.

Retirees with twenty-five (25) years of credited service will be permitted to carry their Drug Prescription and Dental Plans at the prevailing County group rates at their 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.

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

Medical Benefits (Cont.)

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 - \$40.00

Lenses and Frames combined -or- Contact Lenses - \$50.00

The total reimbursement shall be a total of \$90.00 for a combined cost of the above. It is understood and agreed that the Vision Care Program will apply to the employee only.

G. 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.

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 representatives 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 purposes, 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.

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.

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. All remuneration except travel allowance and parking allowance received by the employee from the Court for serving as the juror shall be assigned to the Employer, except that if the employee receives less than \$10.00 per day from the Court, the employee shall be permitted to keep the \$10.00 per day and still receive full pay. If the Court pays the employee more than \$10.00 per day, then the parties shall meet and negotiate whether the employee must assign some or all of that payment 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

Effective June 21, 1987, employees in this bargaining unit shall receive the sum of two hundred and twenty-five dollars (\$225.00) in a separate check payable the first pay period of December 1987.

Effective June 19, 1988, employees in this bargaining unit shall receive half ($\frac{1}{2}$) the sum of the clothing allowance of two hundred and twenty-five dollars (\$225.00) in a separate check payable the first pay period of December 1988.

The above clothing allowance shall be predicated on the employees' strict adherence to dress code policy as adopted by the Administrator of Youth Services.

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 of the same nature as more fully set forth in N.J.A.C. 4:1-16.7, but not limited to, are outlined as follows:

Step 1: Oral Warning

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

Step 2: Written Warning

Given by the supervisor with agreement of the Department Head or next higher level of authority. The notice shall clearly state all the reasons for the warning. One copy of the written warning shall be given to the employee, one copy supplied to 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. Suspension, Fine, and Demotion for Disciplinary Purposes

An appointing authority may suspend without pay or with reduced pay, fine, or demote an employee due to inefficiency, incompetency, misconduct, negligence, insubordination, or for other sufficient cause, however;

1. An employee who shall be suspended, fined, or demoted more than three times in any one year (one year being from date of first suspension, fine, or demotion to one year therefrom), or more than five (5) days at one time, or for a period of more than fifteen (15) days in the aggregate in any one calendar year shall be served with written charges and have the right to appeal to the New Jersey State Department of Personnel Office. The Office shall have the power to revoke or modify the action of the appointing authority except that removal from service shall not be substituted for a lesser penalty;

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

3. No suspension shall exceed six months.

Dicipline (Cont.)

D. Removal

A permanent employee in the classified service may not be removed except for just cause upon written charges. Notice of the removal shall be sent to the employee on the form prescribed by the New Jersey State Department of Personnel and copy of said notice shall be sent to the New Jersey State Department of Personnel and the Association at the same time. A provisional or temporary employee may be terminated at any time at the discretion of the appointing authority. A provisional or temporary employee who has been terminated shall have no right or appeal to the New Jersey State Department of Personnel.

E. Causes for Removal

Any of the following shall be cause for removal from the Employer's service, although removals may be made for sufficient causes other than those listed:

1. Neglect of duty;
2. Incompetency or inefficiency;
3. Incapacity due to mental or physical disability;
4. Insubordination or serious breach of discipline;
5. Intoxication while on duty;
6. Chronic or excessive absenteeism;
7. Disorderly or immoral conduct;
8. Willful violation of any of the provisions of the New Jersey State Department of Personnel Statutes, rules, or regulations or other statutes relating to the employment of public employees;

Discipline (Cont.)

9. The conviction of any criminal act or offense;
10. Negligence of or willful damage to public property or waste of public supplies;
11. Conduct unbecoming an employee in the public service;
or
12. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service, or engaging in any form of political activity during working hours.

F. Any suspension, fine, or demotion, or disciplinary act taken against an employee shall be the subject to the grievance and arbitration procedures herein.

G. N.J.A.C. 4:1-5.15 Departmental Hearing

The employee shall have the right to a departmental hearing in every disciplinary action involving a permanent employee where the contemplated penalty may be:

1. Suspension of more than five days at one time;
2. Suspension or fines more than three times or for an aggregate of more than fifteen (15) days of one calendar year;
3. Demotion; or
4. Removal.

H. Such departmental hearing shall be commenced as soon as possible and not later than thirty (30) days after service of a copy of the charges upon the employee.

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.

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.

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 employees.

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, a six dollar and twenty-five cents (\$6.25) 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.

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.

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.

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 July 1, 1987 until December 31, 1988.

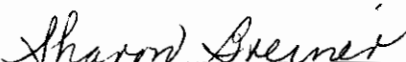
B. This Agreement may be reopened for January 1, 1989 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to January 1, 1989.


C. 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.

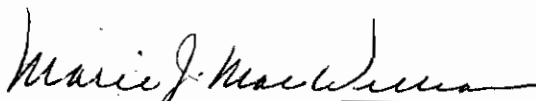
SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:


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


ATTEST: Sharon Breiner
President


Union Representative

BOARD OF CHOSEN FREEHOLDERS


ATTEST: Marie J. MacWilliam
Clerk of the Board


Stephen J. Capestro, Director
Board of Chosen Freeholders