

A G R E E M E N T

BETWEEN

COUNTY OF MIDDLESEX

and

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

LOCAL 3440

January 1, 1990 through December 31, 1992

C O N T E N T S

ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT	18
ARBITRATION	6
Specific Issue Arbitration	5-6
ASSISTANT FOREMAN	41
BEREAVEMENT LEAVE	20
BREAKS	12
CALL IN/CALL BACK TIME	10-11
COMPENSATORY TIME	9A
CORRECTION OF PAYCHECK ERRORS	41
DISCHARGE AND DISCIPLINE PROCEDURES	43-47
DISCRIMINATION AND COERCION	29
DUES CHECK-OFF (See Union Security)	49-51
DURATION	61
EMPLOYEE EXPENSES	40
FLEX-TIME	13
FULLY BARGAINED AGREEMENT	60
GRIEVANCE PROCEDURE	4-7
HIGHER GRADE PAY	13
HOLIDAYS	22-23
HOURS OF WORK AND OVERTIME	10-13
JOB POSTING AND VACANCIES	58-59
JURY LEAVE	28
LAYOFFS	55
LEAVES OF ABSENCE (SICK LEAVE)	19
LONGEVITY	8
MAINTENANCE OF WORK OPERATIONS	3

CONTENTS (CONT.)

MANAGEMENT RIGHTS	2
MEAL REIMBURSEMENT	39
MEDICAL BENEFITS	21-21A
MILEAGE ALLOWANCE	40
MILITARY LEAVE	27
MISCELLANEOUS	39-41
NEW EMPLOYEES	40
NON DISCRIMINATION (See Discrimination and Coercion).....	29
OVERTIME	10-13
Snow Emergency	11
PART TIME EMPLOYEES	36-37
PERSONAL DAYS	35
PERSONNEL FILES	32
PREAMBLE	1
PROBATIONARY PERIOD	30
PROMOTIONS	54-55
RECLASSIFICATION SURVEY	41
RULES AND REGULATIONS	42
SALARIES	8-9
SAFETY	38
SAVINGS CLAUSE	48
SEASONAL EMPLOYEES (SUMMER HELP)	34
SENIORITY	54
SEPARABILITY CLAUSE	31
SHIFT DIFFERENTIAL	33
SICK LEAVE	16-19
SICK LEAVE VERIFICATION	16

Contents (Cont.)

SNOW REMOVAL	12-13
SPECIFIC ISSUE ARBITRATION	5
TUITION AID	57
UNIFORMS	39-40
UNION REPRESENTATIVES	52-53
UNION SECURITY (Dues checkoff)	49-51
VACATIONS	14-15
VIDEO DISPKAY TERMINALS	56
WAGE INCREASE ELIGIBILITY	9A
WORK INCURRED INJURY	24-26
YEARLY SICK TIME BUYOUT	18

PREAMBLE

THIS AGREEMENT made the ^{19th} day of

April 1990

between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter referred to as the "Employer"), and AFSCME, Local #3440 (hereinafter referred to as the "Union");

WHEREAS, the Union has been selected as the bargaining agent for the employees defined in accordance with the Public Employer-Employee Relations Act as amended, and said Union has been certified as such by the Public Employment Relations Commission; and

WHEREAS, the Union and the Employer have engaged in negotiations; Now, therefore, subject to law as herein provided and in consideration of the following mutual promises, covenants, and agreements contained herein, the parties agree as follows: The County hereby recognizes A.F.S.C.M.E. local 3440 as exclusive bargaining representative for all employees, in all departments, whose classifications are covered in PERC, Docket No. RO-88-1, regardless of employee's permanent or provisional status, except for exclusions either negotiated or determined by PERC to be ineligible titles.

ARTICLE II

MANAGEMENT RIGHTS

A. Middlesex County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights. The executive management and administrative control of the County Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County. To make rules of conduct, to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required. To hire all employees, whether permanent, temporary or seasonal, to promote subject to Department of Personnel, transfer, assign or retain employees in positions within the County.

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

C. The County agrees to apply all rules and regulations promulgated by the New Jersey State Department of Personnel concerning any matter whatsoever not specifically covered by this agreement.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (the concerted failure to report for duty, work stoppage, slow-down, walk-out or other illegal job action against the County).

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the County to invoke appropriate penalties.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the County and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union by its members.

E. The County agrees not to lock-out its employees.

ARTICLE IV
GRIEVANCE PROCEDURE

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

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss or resolve the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article. The local Union president or designee, steward or Council 73 shall be recognized as the representative for presenting an employee grievance from initial filing to conclusion of the grievance in accordance with the following procedure:

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Union shall present the employee grievance or dispute to the employee's immediate supervisor within five (5) working days of its occurrence, or within five (5) working days after the employee knew or should have known its occurrence. Failure to act within said time period shall be deemed to constitute an abandonment of the grievance. The supervisor should respond in writing with five (5) working days.

Step Two: If the grievance has not been settled, it shall be presented in writing by the Union to the Department Head within five (5) working days after the supervisor's response is due in Step One. The Department Head or designated representative shall attempt to adjust the matter and shall respond to the Union in writing within five (5) working days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the applicable Section of the contract violated, and the remedy requested by the grievant.

Step Three: If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Personnel Director or designee within six (6) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Personnel Director or designee agrees to meet if requested in writing within ten (10) working days of the request. The Personnel Director or designee shall respond in writing to the grievance within ten (10) working days of the submission or meeting, whichever is later.

1. Specific Issue Arbitration

It is agreed to and understood that either the Union or the County may petition for a binding principle decision on the specific issue through the arbitrator, which shall be a final and binding decision on the specific issue addressed. The cost of the arbitrator's fee shall be shared equally by the Employer and the Union. Any other expenses incurred shall be paid by the party incurring same. The decision

shall be in writing with reasons therein. Time extensions may be mutually agreed to by the Employer and the Union.

2. Procedures

a. The parties direct the arbitrator to decide as a preliminary question whether he has jurisdiction to hear and decide the matter in dispute.

b. Only one grievance at a time may be submitted to arbitration under Section 1.

c. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance.

The arbitrator shall not have the authority to add to, modify, detract from, or alter, in any way, the provisions of this Agreement or any amendment or supplement thereto.

E. Upon prior notice and authorization of the Personnel Director, the designated Union Representative shall be permitted to confer with employees and the County on a specific written grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County.

F. The time limits expressed herein shall be strictly adhered to. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort will be made to expedite the processing of the grievance. Failure to move a grievance to the next step will be considered a withdrawal of the grievance. The Employer's failure to respond to a grievance shall be considered a denial of the grievance at that step. Nothing herein shall prevent the parties from mutually

agreeing to extend or contract the time limits for the grievance at any step in the grievance procedure.

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

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

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

ARTICLE V
SALARIES AND LONGEVITY

A. Effective January 1, 1990, all eligible employees shall be entitled to longevity payments as follows based upon their salary as of December 31st of the previous calendar year before Negotiated Wage Increases are applied:

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

B. Effective January 1, 1991, all eligible employees shall be entitled to longevity payments based upon their salary as of December 31, 1990 before Negotiated Wage Increases are applied.

C. Effective January 1, 1992, all eligible employees shall be entitled to longevity payments based upon their salary as of December 31, 1991 before Negotiated Wage Increases are applied.

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

E. Any white collar or blue collar employee who is assigned to work in a higher title by a Department Head or his/her designee shall be paid an additional seventy-five cents (\$.75) per hour over his/her existing salary, or the minimum hourly compensation of the higher title, whichever greater, for each hour worked in the higher title. Providing there is an eligible departmental list available for a vacancy selection an employee may not continue in a higher title for a period exceeding three (3) continuous weeks, with the following exceptions: such work in a higher title is because another employee is on sick leave, vacation leave, or leave of absence. Any other unforeseen circumstance requiring additional time shall be discussed with the Union President or his/her designee. Union President or his/her designee shall not unreasonably withhold approval for additional time.

F. Effective December 31, 1989, all eligible employees going to the newly negotiated wage minimum and maximum base salaries will receive either the Negotiated Wage Increase or the new minimum, whichever is greater.

G. 1. Effective January 1, 1990, all eligible employees in this bargaining unit not at maximum will be subject to and receive a five and one-half percent (5.5%) Negotiated Wage Increase plus an increment over their previous December 31, 1989 base salaries.

2. Employees at or over maximum will receive a five and one-half percent (5.5%) Negotiated Wage Increase over their previous 12/31/89 base salaries, but not an increment.

3. Minimums and maximums will be raised by six percent (6%) on December 31, 1990.

H. 1. Effective January 1, 1991, all eligible employees in this bargaining unit not at maximum will be subject to and receive a six percent (6%) Negotiated Wage Increase plus an increment over their previous December 31, 1990 base salaries.

2. Employees at or over maximum will receive a six (6%) Negotiated Wage Increase over their previous 12/31/90 base salaries, but not an increment.

3. Minimums and maximums will be raised by six percent (6%) on December 31, 1991.

I. 1. Effective January 1, 1992, all eligible employees in this bargaining unit will be subject to and receive a six percent (6%) Negotiated Wage Increase plus an increment over their previous December 31, 1991 base salaries.

2. Employees at or over maximum will receive a six percent (6%) Negotiated Wage Increase over their previous 12/31/91 base salaries, but not an increment.

WAGE INCREASE ELIGIBILITY

A. All employees in this bargaining unit being carried on the employer's payroll on the effective date of wage increases set forth in Article V shall receive the wage increment described in Article V. All employees on approved leave of absence on the effective date of wage increases shall receive wage increases upon their return to employment. All employees hired on or after the effective date of wage increases will be hired at least at the new minimum rate.

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.

COMPENSATORY TIME

Comp-time utilization must be approved by the Department Head. Comp-time must be utilized within one year of accrual. No employee may carry over comp-time.

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

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted by management on the time report along with amount of overtime (time-in-time-out) and certified by the Department Head.

B. Employee shall be paid at a rate of time and one-half ($1\frac{1}{2}$) in pay when employee works a sixth consecutive day except when employee, after being scheduled to work the sixth consecutive day, request a personal day or a vacation day to be taken during the five days immediately prior to the sixth consecutive day. Employee shall be paid at a rate of time and one-half for the first four (4) hours worked during a seventh consecutive day. After employee works the second four (4) hours during the seventh consecutive day, he shall be paid double (2) time for the second four (4) hours work during the seventh consecutive day.

C. If an employee is called in or back to work by any Department Head of his/her designee, non-contiguous with his or her regularly scheduled work day, the employee shall receive a minimum of four (4) hours pay at the rate of time and one-half ($1\frac{1}{2}$) in pay, regardless of the actual time worked. If the "call in" occurs on a holiday, the employee also shall receive a minimum of four (4) hours pay at the applicable holiday rate of pay, regardless of the actual time worked. The Employer shall have the right to retain the employee for the full call out period. Time is calculated from the time the employee reports to the job. An employee is entitled to only one call-out payment for every four (4) hour period.

1. Employees who are called and report in to work for a period of up to two (2) hours prior to the commencement of their normal shift shall be paid time and one-half ($1\frac{1}{2}$) for the time worked and not be entitled to a minimum of (4) hours

If called in more than two (2) hours prior to the commencement of the work shift, the employee shall be entitled to the minimum of four (4) hours regardless of time worked. If the "call in" occurs on a holiday, the employee also shall receive a minimum of four (4) hours pay at the applicable holiday rate of pay, regardless of the actual time worked. The Employer shall have the right to retain the employee for the full call-out period. Time is calculated from the time the employee reports to the job. An employee is entitled to only one call-out payment for every four (4) hour period.

2. It is further agreed to and understood that any employee working a period of up to two (2) hours connected with his/her normal shift will revert back to a straight-time pay at the start of their normal shift.

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

D. Employees requested or scheduled to work beyond their regularly scheduled work day shall be paid at the rate of time and one-half ($1\frac{1}{2}$) in pay for all hours worked beyond their regularly scheduled work day, except that the rate of pay may increase as hereinafter provided.

E. Employees requested or scheduled to work in excess of the normal work week and/or the sixth consecutive day, shall be paid at the rate of time and one-half ($1\frac{1}{2}$) in pay for all overtime hours worked. Employees working a seventh consecutive day will be paid at the rate of time and one-half ($1\frac{1}{2}$) for the first four (4) hours of work. The second four (4) hours worked will be paid at a double time (2) rate of pay. Employees working a thirty five (35) hour week will be subject to and receive pay equivalents based on the said rates of pay for a seventh (7th) consecutive day of work.

F. Except as provided in Section 1, employees scheduled to work on a holiday shall be paid their regular days pay plus an additional rate of time and one-half ($1\frac{1}{2}$) in pay for all hours worked on the holiday, but shall not also receive a compensatory day.

If called in more than two (2) hours prior to the commencement of the work shift, the employee shall be entitled to the minimum of four (4) hours regardless of time worked. If the "call in" occurs on a holiday, the employee also shall receive a minimum of four (4) hours pay at the applicable holiday rate of pay, regardless of the actual time worked. The Employer shall have the right to retain the employee for the full call-out period. Time is calculated from the time the employee reports to the job. An employee is entitled to only one call-out payment for every four (4) hour period.

2. It is further agreed to and understood that any employee working a period of up to two (2) hours connected with his/her normal shift will revert back to a straight-time pay at the start of their normal shift.

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

D. Employees requested or scheduled to work beyond their regularly scheduled work day shall be paid at the rate of time and one-half ($1\frac{1}{2}$) in pay for all hours worked beyond their regularly scheduled work day, except that the rate of pay may increase as hereinafter provided.

E. Employees requested or scheduled to work in excess of the normal work week and/or the sixth consecutive day, shall be paid at the rate of time and one-half ($1\frac{1}{2}$) in pay for all overtime hours worked. Employees working a seventh consecutive day will be paid at the rate of time and one-half ($1\frac{1}{2}$) for the first four (4) hours of work. The second four (4) hours worked will be paid at a double time (2) rate of pay. Employees working a thirty five (35) hour week will be subject to and receive pay equivalents based on the said rates of pay for a seventh (7th) consecutive day of work.

F. Except as provided in Section 1, employees scheduled to work on a holiday shall be paid their regular days pay plus an additional rate of time and one-half ($1\frac{1}{2}$) in pay for all hours worked on the holiday, but shall not also receive a compensatory day.

G. Notwithstanding any other provisions of this agreement to the contrary employees scheduled to work on New Year's Day, July 4th, Christmas Day, or Memorial Day, or the days which these holidays are officially observed, shall be paid their regular day's pay plus an additional rate of double time in pay for all hours worked on these holidays, but shall not also receive a compensatory day.

H. Overtime shall be on an equalized basis provided the employee has the ability to perform the overtime assignment as solely determined by management.

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

J. A written schedule shall be posted at all times, and kept current indicating the overtime hours worked by each employee in the respective departments.

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

L. An employee may request to receive compensatory time for overtime hours worked in lieu of overtime compensation. Compensatory shall be computed on the same basis as overtime or holiday compensation (example: If an employee is entitled to one and one-half times in pay, then the compensatory time off shall equal one and one-half times the number of overtime hours worked). However, the employee's department head shall retain the final authority whether to grant compensatory time. Such practice shall be in accordance with the Fair Labor Standards Act.

M. Any employee who works on snow removal or other emergency work as determined by management will be subject to and receive payment of wages in the following manner: employees working twenty-four (24) continuous hours shall receive a rate of pay at time and onehalf ($1\frac{1}{2}$) for the first twenty (20) hours

worked. The remaining four (4) hours shall be paid at a double time rate of pay. If any employee continues to work beyond a continuous twenty-four (24) hour period, the rate of pay will revert back to previous twenty four (24) hour rate of pay cycle.

N. Flex-Time - It is understood and agreed that flex-time is to be a fixed schedule for the said period of time agreed to for not less than a three (3) month period. However, it is further understood that there would be no alteration of scheduled hours after flex-time selection. The following rules will be strictly adhered to:

1. Proper employee grouping as designated by the Department Head, Director, or his/her designee shall be maintained.

2. Work schedules and assignments are to be met within required time frames.

3. Working hours: Starting and finishing times are to be observed in accordance with flex-time scheduling.

It is further agreed to and understood that flex-time work schedules will be based on and consist of a five (5) day work week.

4. It is further agreed to and understood that the change, cancellation or discontinuance of flex-time by the Department Head or his/her designee shall be effected after a prior one (1) month notice to the union.

5. Flex-time starting shall originate and coincide with Department starting times and quitting times.

6. An employee may request a temporary change in working hours for a specific purpose, during a given week, or longer period, with authorization from the Department Head and/or Designee to facilitate the proper carrying out of the employee's needs. Denial of such request by management will not be arbitrary or capricious.

ARTICLE VII

VACATIONS

1. One day per month in first calendar year for each month of service.
2. Completion of one (1) year through completion of five (5) years.... 12 days.
3. From completion of five (5) years through completion of nine (9) years..... 15 days.
4. From completion of nine (9) years through completion of twelve (12) years..... 16 days.
5. From completion of twelve (12) years through completion of twenty (20) years..... 20 days.
6. Twenty-one (21) years foward..... 25 days.

A. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Department Head up to a cap of one (1) calendar year's allotment and further subject to any special provisions that the Department Head in its sole discretion determines to be in the best interest of the County. The Department Head shall not be arbitrary and capricious in applying the provisions of this paragraph.

B. Employees must submit vacation preferences by April 1st of each year with first and second choices. Failure to timely submit such request shall result in the employee receiving leftover vacation time. Timely requests for the same vacation shall be resolved by seniority and staffing needs.

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

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head and shall not be unreasonably denied.

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

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

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

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

ARTICLE VIII

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness which makes it impossible for the employee to perform the duties of his position, accident or exposure to a contagious disease requiring isolation or attendance upon a member of your immediate family in your household who requires care. The employee may request sick leave for family residing outside of the home; approval by the Department Head shall not be unreasonably denied.

B. 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 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. Thereafter, on January 1st of each year, all employees shall be credited with fifteen (15) days for that calendar year.

C. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such requests shall not be arbitrary nor capricious. Abuse of sick leave may be cause for disciplinary action. In the event the county requires a doctor's certificate to verify an illness, the county will reimburse the employee, half ($\frac{1}{2}$) the cost incurred in obtaining said verification,

D. In all cases of reported illness or disability suffered by an employee, the County reserves the right to request a Medical Physician to examine the reports on the condition of the patient to the Department Head.

1. During protracted periods of illness or disability of an employee, the Department Head may require interim reports at County expense on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a County medical physician.

The Department Head shall not be arbitrary and capricious in making such requests. When under medical care, employees are expected to conform to the instructions of the attending physician.

E. The rules which follow apply to the payment of salaries during periods of illness or disability for regular permanent full-time employees. Temporary and seasonal employees are not entitled to compensation for such absences.

F. The recommendation of the County appointed medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between the County medical physician and the personal physician, to require the employee to submit to an examination by a third doctor at County expense.

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

H. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for five (5) consecutive days or more and does not notify his Department Head or some other responsible representative of the County any of the first five (5) days will be subject to dismissal.

I. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

J. Any employee who calls in sick for the purpose of engaging in outside employment may be subject to immediate discharge.

K. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

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

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

N. 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 in the amount of one day's pay for every three days credited and not used to a maximum of five days. Only employees having used five days of sick leave or less out of fifteen sick days credited per current year qualify for participation. Eligible employees applying for sick leave buy-out will do so on December 15th of each current year by signing an authorization card provided by the County. Payment will be made in the second payroll of the succeeding year.

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

P. Employees covered under the terms of this Agreement shall be entitled,

upon retirement within meaning of PERS 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 at the time earned of unused accumulated sick leave (not to exceed \$15,000) certified by the Personnel office on the effective date of his/her retirement.

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

R. Permanent employees may request, in writing, a leave of absence without pay while temporarily either mentally or physically incapacitated to perform their duties, or to attend to a member of the immediate family (Mother, Spouse, child, Father, Brother, Sister, Aunt, Uncle, Grandparents, Grandchildren, current Mother-in-law, current Father-in-law, current Brother-in-law, current Sister-in-law, current Son-in-law, and current Daughter-in-law, or relative continuously residing in the employee's house who is seriously ill. Such leaves shall be granted by the Employer for an initial period of six (6) months each, and may be granted for successive periods of six (6) months, not to exceed a total of one (1) year.

It is understood that this leave is subject to the approval of the Board of Chosen Freeholders.

S. Leaves of Absence - A leave of absence without pay may be granted to an employee for up to six (6) months for legitimate personal reasons. Such leave may be extended for an additional six (6) months at the request of the employee. Legitimate personal reasons shall include, but not be limited to, educational leave, union leave, maternity or paternity leave, or adoption leave.

ARTICLE IX
BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day next following the day of death, but in no event shall said leave exceed three (3) working days except for five (5) working days for employee's spouse or child.

B. The "immediate family" shall include only Mother, Father, Brother, Sister, Aunt, Uncle, Grandparents, Grandchildren, current Mother-in-law, current Father-in-law, current Brother-in-law, current Sister-in-law, current Son-in-law, and current Daughter-in-law, or relative continuously residing in the employee's house.

C. Reasonable verification of the event may be required by the County.

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

E. 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.

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

ARTICLE X
MEDICAL BENEFITS

A. The County will provide medical, dental, and prescription plans (\$1.25 co-pay) for all eligible County employees. All eligible County employees will be subject to the newly arrived at provisions and costs of all above mentioned plans. Any difference in cost between an HMO and the County insurance coverage shall be borne by the individual employee.

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

If the employee's monthly cost increases greater than 15% of employee's current monthly share, County and union agree to meet, discuss, and negotiate the impact of any employee's cost increase greater than 15% of employee's current monthly share.

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

Effective upon signing of this Agreement employees but not spouses who have been employed for more than sixty (60) continuous days shall be entitled to receive the following allowance once every two years.

Eye Examination	\$50.00
Lenses and Frames	<u>\$60.00</u>
Combined Cost	\$110.00

B. The County has the right to change insurance carriers or institute a self-insurance program as long as such coverage is better or a substantially equivalent level of benefits and administration are provided. If the County intends to make such change, it will meet, and discuss with the union the impact

of such change.

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

The prescription plan and dental plan are not currently available for retirees. If and when the County obtains coverage for the said benefits during the term of this agreement, it shall be made available to any employee who would retire after the date of its availability at the then prevailing County retiree group rate at their own expense including any additional administrative fee the plan may charge.

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

ARTICLE XI

HOLIDAYS

A. All employees and part-time employees as defined in this contract shall receive the following fourteen (14) holidays;

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

B. Any employee who is on leave of absence (i.e. injury leave or workman's compensation or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence.

C. Any holiday which falls on Saturday shall be celebrated the preceding Friday. Any holiday which falls on Sunday shall be celebrated the following Monday except for those employees in seven-day facilities which observe a holiday on the actual day it occurs. If a holiday falls on a day during an employee's vacation or bereavement leave, he shall be granted an additional day off with pay.

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

E. Those employees with no credited sick, vacation, or personal time who are absent without pay prior or the day after a holiday will not be compensated for that said holiday.

F. In order to be eligible for holiday pay, an employee shall work his/her last scheduled work day prior to the holiday and the next scheduled work day following the holiday. This provision shall not be applied to authorized absences or verifiable illnesses if requested.

ARTICLE XII

WORK-INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours thereof to the Department Head.

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

C. Whenever an employee is injured or disabled as a result of or arising out of his employment so as to be physically unfit for duty, said employee shall be entitled to injury leave for a period not to exceed one (1) year in accordance with N.J.S.A. 40A:9-7. Such leave shall not be chargeable to sick leave. In each instance of injury leave, the Board of Freeholders shall adopt a resolution provided that the examining physician appointed by the County shall certify to such injury or disability and provided further that the employee shall comply with the provisions of this section. Before such injury leave shall commence, the employee shall enter into a contract with the County to reimburse the County out of the monies he may receive as Workers' Compensation, temporary disability or legal settlements arising out of his injury.

D. For the purpose of compliance with the requirements of N.J.S.A. 34:15-1 et seq., the procedure outlined below shall be followed:

1. No later than eight hours after the occurrence of an injury

covered by this section, the injured employee shall complete the customary injury report(s) required by the State of New Jersey Department of Labor and Industry. Such forms may be obtained from the Director of Personnel and Employee Relations.

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

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

4. The Director of Personnel and Employee Relations shall cause to be filed with the Clerk of the Board of Chosen Freeholders a semi-monthly report list setting forth the agreements and terms for reimbursements as provided in Paragraph 1 of this section.

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

6. In the event an employee exhausts his one year of injury leave before he is capable of returning to work, he may continue on the payroll by using his accumulated sick and vacation time. After accumulated time has been used, the employee, if permanent, has the option of applying for a leave without pay (according to the procedures outlined in Paragraph 1 of this section). Non-permanent employees are terminated after using accumulated sick and vacation time.

7. If the injury leave is declared non-compensible an employee may use any accumulated sick, vacation, or personal days. If the employee does not have any accumulated time the County shall be reimbursed for injury leave declared non-compensible.

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

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

ARTICLE XIII

MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, Naval Militia, Air National Guard or a Reserve component of any of the armed forces of the United States and who is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. When an employee not on probation has been called to active duty or inducted into the military forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the County within (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE XIV

JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the County his full daily base rate of pay (up to a maximum of eight (8) hours), subject to the following conditions:

1. The employee must notify the Department Head immediately upon receipt of a summons for jury service;

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

B. If on any given day an employee is attending jury duty he or she is released by the Court prior to twelve o'clock P.M., that employee shall be required to return to work subject to work schedule of each department that day in order to receive pay for that day.

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

ARTICLE XV

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, political affiliation, sexual preference and physical handicap.

B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XVI

PROBATIONARY PERIOD

A. All employees hired during the term of this Agreement shall serve a probationary period of three (3) months from the date of hire. During this probationary period, the County reserves the right to terminate a probationary employee for any reason. An employee if terminated shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Department Head up to a period of forty-five (45) days.

ARTICLE XVII

SEPARABILITY

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

ARTICLE XVIII

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. Each employee shall have the right to inspect and review his or her own individual personnel file, upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to photocopy at the employee expense, define, explain, or object to in writing to anything found in his or her personnel file, and this writing shall become a part of the employee's personnel file. Such response must occur within ten (10) days of discovery in file or be waived.

C. All personnel history files shall be carefully maintained and safeguarded.

D. Employees shall receive a copy of each derogatory or disciplinary document being placed in his or her personnel file within ten (10) days. The employee shall sign off and date any document given to him, and have the right to place a written rebuttal response to any and all disciplinary documents contained in the personnel file. All warnings and minor reprimands over one (1) year old shall be deleted from the County's personnel file provided there are no subsequent reprimands, warnings, corrected and/or disciplinary actions of the same nature in the employee's file. It is further understood that all major disciplinary actions will remain in the employee's file.

E. The files maintained by the County Personnel Director are the official personnel files for all employees. No other official file or personnel record will be maintained. However, it is agreed that a departmental reference file will be maintained for day-to-day reference.

ARTICLE XIX
SHIFT DIFFERENTIAL

A. Employees who work the second shift during the term of this Agreement will receive a shift differential of forty five (\$.45) cents per hour over their regular hourly rate of pay during the first year of this Agreement. The succeeding years of January 1, 1991 and January 1, 1992 the second shift differentials will be increased by five (\$.05) cents an hour from forty five (\$.45) cents to fifty (\$.50) cents and from fifty (\$.50) cents to fifty five (\$.55) cents for the third year.

Employees who work the third shift during the term of this Agreement will receive a shift differential of fifty (\$.50) cents per hour over their regular hourly rate of pay during the first year of this Agreement. The succeeding years of January 1, 1991 and January 1, 1992 the third shift differentials will be increased by five (\$.05) cents an hour from fifty (\$.50) cents to fifty-five (\$.55) cents and from (\$.55) cents to sixty (\$.60) cents for the third year.

B. A first shift shall be defined to mean between the hours of 7:00 A.M. and 5:00 P.M. or any reasonable variation thereof.

C. Any such shift employee who works overtime shall receive shift differentials at the applicable overtime or holiday rate.

D. A second shift shall be defined to mean between the hours of 2:00 P.M. and 1:00 A.M. or any reasonable variation thereof.

E. A third shift shall be defined to mean between the hours of 11:00 P.M. and 9:00 A.M. or any reasonable variation thereof.

ARTICLE XX

SEASONAL EMPLOYEES (SUMMER HELP)

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

B. Seasonal employees shall not work more than four (4) months per year, with exceptions where it may be necessary to extend the seasonal employee's work period for limited amounts of time in order to complete the summer work schedules wherever necessary.

C. Employees on lay-off shall be hired as seasonal employees first, prior to hiring new personnel.

D. Seasonal employees may not be hired above the salary of any bargaining unit member within the salary range of the appropriate job title they are hired into.

E. Seasonal employees who work in a seven-day work operation will be permitted to fill scheduled shortcoming when and if they occur regardless of overtime work.

ARTICLE XXI

PERSONAL DAYS

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

B. A personal business day application shall, except in cases of emergency, be made at least forty-eight (48) hours prior to the personal day to be taken. Verifiable emergencies shall be considered on short notice by the employer.

C. New employees shall accrue one (1) personal day at the end of each third month of employment. Thereafter, each employee shall be credited with (4) personal days on January 1st of each year. Payment for personal days shall be calculated on the basis of one (1) accrued personal day for each three (3) months of employment completed in the year said employment is terminated.

D. Personal days may be taken on separate days or consecutively.

ARTICLE XXII

PART-TIME EMPLOYEES

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

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

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

D. Each regular part-time employee shall be paid for that portion of each holiday that he or she would have been scheduled to work on that day.

E. Each regular part-time employee shall be covered for all of the medical benefits included in this Agreement, except for vision care, if they are scheduled for and normally work twenty (20) hours or more each week.

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

G. If an employee earns \$1,500 per year and is paid in each quarter of the year, then the employee shall be enrolled into PERS immediately if he/she is a permanent employee or after one year continuous service if provisionally appointed.

ARTICLE XXIII

SAFETY

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

B. All County employees are required to have a high regard for personal safety and the safety of others.

C. The Employer agrees to comply with O.S.H.A. standards for safety. The Union and an employee will give the County written notice of an alleged safety problem. The County will be given a reasonable period of time to investigate and/or correct the alleged safety problem prior to the employee or Union filing a complaint with O.S.H.A.

D. The Union shall have the right to appoint with confirmation by the County three members to a safety committee who shall have the authority to review alleged safety complaints with approval and prior notice to the County.

E. Failure to use safety equipment may subject the employee to disciplinary action.

ARTICLE XXIV

MISCELLANEOUS

A. MEAL REIMBURSEMENT

1. Any employee required to work through the supper hour shall be entitled to reimbursement for meals at the rate of six dollars and fifty cents (\$6.50) for the contract year 1990; six dollars and seventy-five cents (\$6.75) for the contract year 1991; and seven dollars (\$7.00) for the contract year 1992. The supper hour shall commence when the employee has worked one and one-half (1½) hours past their normal shift.

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

0 - less than 1½ hours	=	no meal
1½ - less than 7½ hours	=	1 meal
7½ - less than 13½ hours	=	2 meals

Thereafter, an employee shall be entitled to a meal allowance every six (6) hours.

3. Any employee who is required to work through his/her regular lunch period shall be paid at the rate of time and one-half (1½) for the lunch time worked. Employees who are called in to work not connected with their regular hours of work for a period of time exceeding two (2) hours will receive a paid lunch after six (6) hours of work. Employees called in for a period of two (2) hours connected with their regular shift will not be subject to receiving a paid lunch until after completing their regular shift hours of work.

B. UNIFORMS

1. It is understood and agreed that in the event any Department Head determines that his/her employees shall be dressed in uniforms, that Department Head shall supply to said employees uniforms (summer and winter issue) on a yearly

basis. Uniforms shall be replaced on an as-needed basis as solely determined by the Department Head.

C. EMPLOYEE EXPENSES

1. When the performance of any job requires the use of specialized equipment, such as rain gear, coveralls, and/or safety equipment, they shall be provided by the Employer at no expense to the employee. Those mechanics and repairmen who provide their own tools for use on County jobs shall receive a comparable tool or cost replacement if their own personal tool is damaged or destroyed, stolen due to verifiable break-in, or unusable because of fair wear and tear.

D. MILEAGE ALLOWANCE

Whenever an employee shall be required to use his/her personal vehicle in any Employer-connected business, he/she shall be entitled to an allowance of twenty cents (\$.20) per mile. Additional expenses such as parking, tolls, etc. shall be reimbursed to the employee upon submission of a receipt and voucher.

E. NEW EMPLOYEES

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

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

F. RECLASSIFICATION SURVEY

If the Employer requests a complete job title survey or reclassification survey of any job title covered by this Agreement from the Department of Personnel, the Union shall be permitted to take an active part in the survey. The Employer shall notify the union that a survey shall take place, and shall request recommendations from the Union, and cooperate with the Union regarding said survey.

G. CORRECTIONS OF PAYCHECK ERRORS

The County shall correct and adjust any errors in any employee's paycheck within the immediately succeeding pay period after appropriate notice is received in the Payroll Section. The "immediately succeeding pay period" will be determined giving due consideration to regular payroll processing cut-off dates. A list of these dates will be made available to the Union.

H. ASSISTANT FOREMEN

Assistant foremen shall assist the foremen in supervising and working with employees as long as such work performed is reasonable and within the skills and qualifications of their title. It is understood that assignments to assistant foremen shall not unduly take away overtime opportunities for non-supervisory employees.

ARTICLE XXV
RULES AND REGULATIONS

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established, as same is provided for by N.J.S.A. 34:13A-5.3.

ARTICLE XXVI

DISCHARGE AND DISCIPLINE PROCEDURES

A. 1. It is expressly understood that the Employer shall have the right to discipline or discharge any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

2. The Employer shall apply the following principles of progressive discipline for employees covered under the terms of this Agreement with respect to recurring minor offences of the same nature as more fully set forth in NJAC 4:1-16.7 but not limited to, are outlined as follows:

First Offense: Oral Warning

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

Second Offense: Written Warning

Given by a supervisor with agreement of the employee's Department Head or next higher level of authority. One copy of the written warning shall be given to the employee, and one copy shall be placed in the employee's personnel file.

Third Offense: 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 shall be placed in the employee's personnel file.

Fourth Offense: One Day Suspension

Given by the employee's Department Head based on recommendation of the

supervisor. A one-day suspension without pay shall serve as a warning to the employee of the seriousness of the situation, and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using Civil Service Form CS 379 to a Union representative and one copy shall be placed in the employee's personnel file.

Fifth Offense: Three Day Suspension

Given by the employee's Department Head. A three-day suspension without pay shall serve as a further warning to the employee of the seriousness of the situation, and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using Civil Service Form 379 to a Union representative and one copy shall be placed in the employee's personnel file.

Sixth Offense: 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 using Civil Service Form 379 to a Union representative and one copy shall be placed in the employee's personnel file.

3. Any employee who receives a written warning for a minor offense or who is given a suspension for a minor offense shall have a copy of the action taken placed in his/her personnel file where it will be kept for a period of one (1) year next following the action taken, providing that no reoccurring minor disciplinary action was taken within the same one (1) year period. If there is another minor disciplinary action taken within the same one (1) year period, the copy of the action taken shall remain in the employee's file until such time that there is a period of one (1) year without minor disciplinary action being

taken, at which time the record of minor discipline shall be removed from his/her personnel file.

4. The employer may suspend without pay or with reduced pay, or demote an employee due to inefficiency, incompetency, misconduct, negligence, insubordination, or for other sufficient cause; however:

(I.) An employee who shall be suspended, or demoted more than three (3) times in any one year (one year being from date of first suspension, fine, or demotion to one year therefrom), or more than five (5) days at one time, or for a period of more than fifteen (15) days in the aggregate in any one (1) year shall be served with written charges and have the right to appeal the last disciplinary action to the Department of Personnel;

(II.) The Commission shall have the power to revoke or modify that action of the Employer except that removal from service shall not be substituted for a lesser penalty;

(III.) The Employer shall notify the employee and the State Department of Personnel (Civil Service) of the reasons for the suspension, fine, or demotion regardless of the extent or duration of the disciplinary action;

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

5. A permanent employee in the classified service may not be removed except for just cause upon written charges. Notice of the removal shall be sent to the employee on the form prescribed by the Department of Personnel, and a copy of said notice shall be sent to the Department of Personnel and the Union at the same time. A provisional or temporary employee who has been terminated shall have no right of appeal to the Department of Personnel, however, shall have recourse through the grievance procedure.

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

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

7. Any suspension, demotion, or disciplinary act taken against an employee consisting of five (5) days or less shall be subject to the grievance and arbitration procedures herein.

8. Permanent employees and employees in their work test period shall have the right to departmental hearing in every disciplinary action involving a permanent employee, where the contemplated penalty may be:

- a. Removal;
- b. Suspension of more than five (5) days at one time. The last suspension or fine of an employee for five (5) days or less shall be reviewable where an employee's aggregate number of days suspended or fined in any

one (1) calander year is fifteen (15) days or more. Where an employee receives more than three (3) suspensions or fines of five (5) or less days in a calander year, the last suspension or fine is reviewable.

- c. Disciplinary demotion;
- d. Good faith of a layoff; and
- e. Release at the end of the work test period for unsatisfactory performance.

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

B. In any disciplinary action against an employee, regardless of whether that employee is permanent or provisional, said employee shall be entitled to written notice of the charges and specifications and a hearing. Further, the charged employee shall have the right to Union representation at this disciplinary hearing.

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

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

ARTICLE XXVII

SAVINGS

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

B. Previous benefits existing or alleged to have been existing prior to the effective date of this Agreement shall not be admissible in any judicial or grievance procedure hearing.

C. In order for a benefit to be binding it must be:

- 1) clearly enunciated and explicitly acted upon; and
- 2) readily ascertainable over a reasonable period of time as a fixed and established benefit accepted by both parties.

ARTICLE XXVIII

UNION SECURITY

A. Representative Fee

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter or any new employee who does not join within ninety (90) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to no more than eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the County by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of the representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure

1. Notification: Prior to March 1 of each year, the Union will submit to the County a list of those employees who have not become members of the Union for the then current year. The County will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule: The County will deduct the representation fee in equal installments biweekly, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question, and will make every effort to transmit the collective monthly dues to the Representative Union by the fifteenth (15th) of the following month.

No deductions will be made the last pay period of June and December. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the County; or (b) thirty days after the employee begins his/her permanent employment in a bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

4. Changes: The Union will notify the County in writing of any changes in the list provided for in Section One above and/or the amount of the representative fee, and such changes will be reflected in any deductions made more than ten (10) days after the County receives said notice.

C. Indemnification: With respect to dues deductions, representation fee deductions, and the Union's demand and return system established pursuant to law, the Union shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the County pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Union shall have notified the County in writing, that it has adopted a demand and return system which fully complies with applicable statutory provisions.

D. Any Union member desiring to resign from the Union shall be permitted to do so only on two (2) specific occasions during the calendar year; i.e.: on January 1st or July 1st. This request must be in writing to the President of the Union and the Employer's Comptroller.

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

ARTICLE XXIX

UNION REPRESENTATIVES - RIGHTS AND PRIVILEGES

A. The Union shall have the right to designate such of its members (which shall not exceed 55) as it, in its sole discretion, deems necessary to act as Stewards. Such Stewards and any other authorized Union representatives shall not be discriminated against due to their legitimate Union activities.

B. Nothing contained herein shall prohibit the County from transferring and/or reassigning stewards and/or officers, so long as such transfer and/or reassignment is not due to their Union activities.

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

D. A Steward may arrange to check time cards, time books, and time sheets at reasonable times, so long as there is no interference with proper service to the public. An employee may arrange with the supervisor to check his/her time card, time book, or time sheets, at any reasonable time.

E. The Employer agrees to promptly make available to the Union all public information concerning the County of Middlesex, including but not limited to financial statements, debt statements, annual audit reports, annual budget pertinent to any particular case, together with all information which may be necessary for the Union to process any grievance, unfair practice charge, disciplinary hearing, arbitration, or complaint. All such information shall be updated upon reasonable request. All requests shall be made through the Personnel Director.

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

unfair practice charges, or formal conferences 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 use of the bulletin boards and inter-office mail for official Union business.

I. Union representatives, who are not County employees, will be permitted, with advance notice and approval, to visit with employees during working hours at their work stations for the purpose of assessing Union representation matters only. Such representatives shall also be recognized by the employer as authorized spokespersons for the Union in meetings between the parties regarding employee representation matters.

J. Union Officers and Stewards in cooperation with the Employer shall have the right to enter upon the premises of the Employer during working hours, with no loss in pay, for the purpose of conducting normal duties related to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public, and with prior notice to the Department Head or his/her designee.

K. Effective upon this Agreement, Union members to be designated by the Union shall be granted twenty (20) paid days providing these days coincide with their regularly scheduled work days, and twenty (20) unpaid days in the aggregate to attend Union conferences or conventions. It is further understood that these leave days are not cumulative on a year to year basis.

L. The Union shall request these days at least one (1) week in advance.

ARTICLE XXX

PROMOTIONS, SENIORITY AND LAYOFF

A. All promotions shall be made in accordance with Department of Personnel Rules and Regulations. All eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled, and the vacancy shall be posted on all bulletin boards reserved for Union use.

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

C. All employees promoted by the Department of Personnel certification or provisional appointment shall receive a higher salary calculated in the following manner: (a) the employee's salary under his or her old job title shall be increased by six (6) percent or the new minimum salary whichever is greater.

D. An employee whose provisional appointment does not become permanent or who cannot be reached on a certified list of eligibles which names the employee as a provisional, will be returned to his or her next previous lower title and the salary for that title, including any negotiated wage increases for the original title.

E. All promoted employees who receive a new annual salary pursuant to this section shall also be entitled to receive all other wage increases as provided in the Salary Article.

F. Seniority is defined as an employee's total continuous length of service with the County beginning with initial date of hire. Any authorized leave of absence is considered to be continuous service with no accrued seniority for that period of time.

G. The County reserves the right to layoff personnel pursuant to Department of Personnel Rules and Regulations. In the event of layoff, departmental seniority shall prevail, provided the employee has the necessary qualifications, skills, abilities and job title to perform whatever work may be available as solely determined by management.

H. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications: skills, abilities and job title for the work available as solely determined by the County. The County will not hire new employees while there are employees qualified to perform the duties of the vacant position on the recall list, unless such employees on recall shall refuse to accept such employment.

I. The County shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

J. The County shall advise the appropriate Union representative of any changes which necessitate amendments to the seniority List.

K. Promotional qualifications and procedures for permanent classified employees are governed by the Department of Personnel rules and regulations.

L. For the purposes of promotions only, seniority shall be defined as an employee's continuous length of service within present job title. The County agrees to post a notice regarding any promotional job vacancy except if an existing list exists. Such notice shall be posted at every work site within the department where the vacancy exists. The posting shall list the salary level, hours of work, classification, job description and qualifications. In filling temporary vacancies on an out-of-title basis, the County will appoint an employee currently on the Department of Personnel list for that title to fill the position temporarily vacated. Where a current Department of Personnel list is not available, the County will appoint the most qualified employee to the position. Where two or more employees are equally qualified to perform the job seniority will be given consideration.

ARTICLE XXXI

VIDEO DISPLAY TERMINALS

It is agreed to and understood that January 1, 1990 a joint committee consisting of two (2) representatives from the Union and the County will meet and endeavor to work out a satisfactory arrangement for employees who are currently assigned to and perform the work with the video display terminals. Such recommendations will be implemented by the County within six (6) months.

ARTICLE XXXII

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 the Middlesex County Tuition Aid Program, subject to the availability of existing funds.

Employees will be reimbursed up to eighty percent (80%) of tuition and fees. Maximum reimbursement may not exceed six hundred dollars (\$600.00) per employee during any one twelve (12) month period beginning September 1st and ending August 31st.

ARTICLE XXXIII

JOB POSTING AND VACANCIES

A. Employer shall make every effort, when appointing provisional promotions, to select from the job classifications immediately below the position to be filled.

B. When the Employer creates a new job within this bargaining unit or a vacancy occurs, the Employer shall notify the Union and shall promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information concerning the job, including salary range, and shall remain posted for six (6) working days. Thereupon the bids shall be closed and the job awarded on the basis of ability to perform the job. When two or more employees are equally qualified to perform the job seniority shall be given consideration.

C. In the event that a bargaining unit member applies for a vacant position and is rejected or is not chosen from an existing department of personnel list, the County upon written request will provide the applicant, within a reasonable time, an oral statement of reasons for not placing said employee in the vacant position.

D. Current employees shall be given the opportunity to transfer to a new or different shift or job location. Involuntary transfers to a new or different shift or job location shall not be utilized as a substitute for disciplinary action. All employees requesting and receiving lateral transfers shall receive no loss in pay.

E. The determination of abilities and qualifications of an employee shall be made by the Employer.

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

G. The County will endeavor to notify the union within a reasonable period of time regarding vacancies not to be filled.

ARTICLE XXXIV

FULLY-BARGAINED AGREEMENT

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

ARTICLE XXXIV

DURATION

A. This Agreement shall be in full force and effect as of the date of signing and remain in effect to and including December 31, 1992 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1990.

IN WITNESS WHEREOF, the parties hereto have caused these presents
to be signed by the parties and caused their proper corporate seals to
be affixed the day and the year first above mentioned.

Mar 23 9 29 AM '90
RECEIVED
PERSONNEL DEPT

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

LOCAL # 3440

Carol Baetta
Union President

Benny Mann
Union Representative

Union Representative

Union Representative

BOARD OF CHOSEN FREEHOLDERS

Bernice A. Di Giovanni
Bernice Di Giovanni
Clerk of the Board

Stephen J. Capestro
Stephen J. Capestro, Director
Board of Chosen Freeholders