

A G R E E M E N T

Between

COUNTY OF MIDDLESEX

County Board

and

at Chosen FreeholdersRARITAN BAY MENTAL HEALTH CLINICN.U. H. & H. C. E. -1199J(Non-supervisory Professional
Employees)

X Jan. 1, 1981 - Dec. 31, 1982

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THIS AGREEMENT made the 1st day of October, 1981, between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer) and the DISTRICT 1199J, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, RWDSU/AFL-CIO (hereinafter known as the Union).

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

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

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

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

I. NON-DISCRIMINATION

The County of Middlesex is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, marital status, handicap, political or union affiliation. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

I.(A) RECOGNITION

District 1199-J, National Union of Hospital & Health Care Employees, RWDSU, AFL-CIO, is hereby designated as the exclusive bargaining agent for all full-time and part-time nonsupervisory professional employees employed by the County of Middlesex at the Raritan Bay Mental Health Clinic, in the following job titles:

Psychiatric Social Worker	\$10,994 - \$20,222	H.R. \$12,200
Sr. Psychiatric Social Worker	\$14,031 - \$25,814	
Principal Psychiatric Social Wrkr	\$14,733 - \$27,099	
Clinical Psychologist	\$10,994 - \$20,222	H.R. \$12,200
Sr. Clinical Psychologist	\$15,470 - \$28,457	H.R. \$17,000
Prin. Clinical Psychologist	\$18,804 - \$34,587	
Head Nurse	\$11,544 - \$21,231	H.R. \$12,121
Sr. Public Health Nurse	\$10,994 - \$20,222	
Graduate Nurse (Licensed)	\$10,470 - \$19,258	H.R. \$10,994
Social Worker Institutions	\$10,470 - \$19,258	
Program Coord. - Mental Health	\$17,056 - \$31,370	
Health Educator	\$10,994 - \$20,222	
Rehabilitation Counselor	\$12,121 - \$22,293	
Teacher-Special Education	\$12,121 - \$22,293	
Psychologist Assistant	\$ 9,496 - \$17,473	H.R. \$9,971
Clinical Psychologist Intern	\$ 9,044 - \$16,640	

Occupational Therapist	\$ 8,613 - \$15,845	H.R. \$9,044
Sr. Occupational Therapy Aide	\$ 7,440 - \$13,685	
Research Assistant	\$ 9,044 - \$16,640	H.R. \$9,496

Add \$1,000.00 if BI-LINGUAL/SPANISH STARTING SALARY

Excluded are supervisory employees, nonprofessional employees, managerial executives, confidential employees, craft employees, and police within the meaning of the Act.

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

II. MANAGEMENT RIGHTS

Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct, and schedule the working force; to plan, direct, and to control operations; to discontinue, or reorganize or combine any Department or Branch of operations with any consequent reduction or other changes in the working force; to hire and lay off Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

III. UNION REPRESENTATIVES

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

B. Authorized Representatives of the Union in cooperation with management shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of the final agreement reached, so long as such visits do not interfere with proper service to the public.

C. It is agreed that the Union will furnish to the Center Director a list of duly elected or appointed Delegates within ten (10) days after their election or appointment. These Delegates while serving as Union Shop Delegates will not be transferred or reassigned to another location without a ten (10) day prior notice in writing to the Union with the reason a transfer is to be affected and subject to grievance procedure.

IV. DUES CHECK-OFF

A. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the receipt of such authorization, and remit to the Union regular monthly dues as fixed by the Union.

B. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by paragraph A hereof.

C. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

D. Each month, the Employer shall remit to the Union all deductions for dues made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues have been deducted.

E. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

F. The Employer shall deduct an amount equal to eighty-five percent (85%) 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 amount equal to eighty-five percent (85%) of the monthly membership Union dues as is approved by the Union, in its sole discretion from time to time. The provisions of this subsection shall become effective the pay period immediately following the execution of this Agreement; in the case of newly hired employees, thirty (30) days after his or her date of hire.

V. ADHERENCE TO CIVIL SERVICE RULES

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

VI. RULES AND REGULATIONS

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

VII. LABOR MANAGEMENT

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

VIII. A. WAGES

In accordance with the Fact Finder, Mr. James P. Begin's decision dated July 1, 1981 under Docket Number FF-81-41, all employees in this bargaining unit being carried on the County payroll, or on approved leaves of absence, will receive their wage increases in accord with the County Wage Submittal dated September 3, 1981 for the 1981 contract year.

The base annual salaries of all employees covered by this agreement shall be set forth in Appendix "A".

B. Wage Increase Eligibility

All employees in this bargaining unit being carried on the County payroll will receive the wage increase negotiated in the following manner and with the following exceptions:

a. All employees hired in 1980 and hereafter will receive a pro-rata share of the Negotiated Wage Increase (N.W.I.) on the first January following their start of employment i.e., commencing with the month the employee started employment and counting to December 31st, each month of service will represent one-twelfth (1/12) of the Negotiated Wage Increase (.0833 times number of months of service, time Negotiated Wage Increase equal percentage of raise to be applied). The month in which the employee is hired will be considered a full month for the purpose of computation of this wage increase. The second January and for each subsequent January, they will receive a full share of the Negotiated Wage Increase.

B. It is further understood and agreed that employees being carried on approved leaves of absence shall receive the wage increase provided and in accord with Section VIII, Paragraph A, of this Agreement upon their return to work.

C. 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.

IX. 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 will be represented by certification to a higher position or a temporary or provisional appointment to a higher position. In these cases the promotion policy as contained in this contract will be observed.

X. NEW EMPLOYEES

It is the intention of the County in cooperation with the bargaining unit, to start all new employees at the minimum of the rate range. Upward exceptions to this policy, if they should occur, will be communicated to the Chief Union Representative.

XI. LONGEVITY

All eligible employees shall be entitled to receive longevity which will be based upon their current salary as of December 31st of the previous year, to a maximum of twenty thousand dollars (\$20,000.00), starting with the completion of the eighth (8th) year of service as follows:

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

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

XII. HOURS OF WORK

The normal work hours for the bargaining unit are to be as follows: thirty-five (35) hours per week - 8:30 a.m. to 4:15 p.m., with forty-five (45) minutes for lunch, and these hours are to remain in effect until mutually changed. However, some employees because of the nature of their work may be on different work schedules, starting times, or quitting times as assigned by management. Either party has the right to request a change, and such request is to be the subject of negotiations.

A. BREAKS

All employees shall receive fifteen (15) minutes break for each half ($\frac{1}{2}$) day period of work, morning and afternoon.

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

xiii. OVERTIME

A. Authorized overtime, that is, overtime required by the Employer, which is worked in excess of the regular full time work week or in excess of the regular full time work day, shall be compensated for such overtime by compensatory time at straight time.

B. Overtime not requested by the Employer; however, necessary in the professional judgment of the Employee, must be approved by the Executive Director of the Employer or his designee. Such overtime, if worked, shall be compensated by compensatory time at the rate of straight time.

C. Overtime shall be scheduled on a reasonable equalized basis where such work is in the nature and normal routine of the job.

D. However, it is further understood that the Director or his designee will retain the final authority on the right to grant usage of compensatory time.

XIV. 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 employee's flex time selection.

The following rules will be strictly adhered to:

1. Proper employee grouping as designated by the Chief Executive Officer or his 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 accord with flex time scheduling.
4. It is further agreed to and understood that flex time continuance or discontinuance shall rest on proper planning requirements concerning programs or project services to the public as decided by the Director or his designee, upon a thirty (30) day written notice.
5. It is further agreed to and understood that the cancellation or discontinuance of flex time by the Director or his designee shall be effected after a prior one (1) month notice to the Union.
6. Flex time starting shall originate no earlier than 8:30 a.m. and terminate no later than 9:30 p.m. of the work day.

Flex time work week will consist of a minimum of a four (4) day work week totalling thirty-five (35) hours, or a maximum five (5) day work week totalling thirty-five (35) hours. No employee can work less than a four (4) day work week to reach his thirty-five (35) hour total.

It is further understood and agreed that all flex time hours in excess of the normal seven (7) hour work day shall be recognized as straight time hours for all time applications.

XV. SHIFT DIFFERENTIAL

Employees who work a second shift shall receive an additional fifteen cents (15¢) per hour and employees who work the third shift shall receive an additional twenty cents (20¢) per hour over the hourly rate for their first shift. Any such employee who works overtime shall receive shift differentials at the rate of time and one-half for said overtime.

A first shift shall be defined to mean between the hours of 7:00 a.m. to 5:00 p.m. or any reasonable variation thereof.

A second shift shall be defined to mean between the hours of 2:00 p.m. and 1:00 a.m. of any reasonable variation thereof.

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.

XVI. HOLIDAYS

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.

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Day

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls during an employee's vacation or bereavement time, he shall be granted an additional day off with pay.

XVII. VACATIONS

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

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

All employees shall be granted vacation leave based upon the following schedule 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 years	Fifteen working days during each year of service.
Six to nine years	Eighteen working days during each year of service.
Ten to twelve years	Nineteen working days during each year of service.
Thirteen to twenty years	Twenty-two working days during each year of service.
Twenty-first year or more	Twenty-seven working days during each year of service.

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.

Vacation time accumulation will be based on the Civil Service Ruling now in effect which allows vacation carry over for one (1) year only.

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 Department of Civil Service 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 may be used on less than a full vacation basis by request and agreement of the employee's immediate Unit Chief. It shall be assumed that an employee will 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 as permitted by the vacation schedule. Any employee leaving the service of the County shall have unused vacation time paid him. Unearned vacation time used will be deducted from employee's last pay if separation of services occur.

XVII. (A) PERSONAL DAYS

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

XVIII. SICK LEAVE

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

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

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

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

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

XIX. 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 one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000.00) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

XX. PENSION

The Employer shall continue to cover the Employees covered by this Agreement for Pension Benefits through the New Jersey Public Employees Retirement System (PERS) for the duration of this Agreement.

XXI. 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 duty, the Board of Chosen 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 Board of Chosen Freeholders shall be satisfied by a certificate of a physician as to the degree of injury or disability, and shall enter a contract with the employee to reimburse the County out of the monies he may receive as workmen's compensation, temporary benefits, or legal settlement arising out of his 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.

XXII. MATERNITY LEAVE

Permanent pregnant employees will be granted earned and accumulated sick leave and vacation during the time prior to the expected date of delivery and for one (1) month after the actual date of delivery on the presentation of a doctor's certificate and with the approval of the Departmental Director or Supervisor and the Department Head.

Any pregnant employee will be granted earned and accumulated sick and vacation leave. However, only permanent pregnant employees will be granted a leave without pay. This leave is not to exceed six (6) months and is subject to the same precondition listed above.

XXIII. MILITARY LEAVE

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

XXIV. BEREAVEMENT LEAVE

All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts, uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other time.

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

XXV. MEDICAL BENEFITS

A. All full-time and eligible part-time employees who work twenty (20) hours or more each work week and employee's eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J; at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

B. The Rutger's Community Health Plan (H.M.O.)

This is 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 R.C.H.P. coverage as is contributed toward traditional coverage. In the event R.C.H.P. coverage is elected, the employee will be subject to a payroll deduction depending on the type of coverage.

C. Dental Plan

All full-time and eligible part-time employees who work twenty (20) hours or more each work week shall be covered by the Great-West Life Assurance Company Dental Plan or a similar plan at the employer's expense.

D. Drug Prescription Plan

All eligible employees and eligible employee's family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay per prescription by the Employee in accord with County policy.

E. Vision Care Program

All full-time employees and part-time employees who work twenty (20) hours or more each work week 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 twenty dollars (\$20.00) for regular lenses or twenty-five dollars (\$25.00) for bifocal or trifocal lenses for the employee.

This program is as set forth by resolution authorizing these payments adopted by the Board of Chosen Freeholders on March 20, 1980 and becomes effective January 1, 1980.

F. 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. This policy is to be based upon the resolution authorizing these payments adopted by the employer on November 16, 1978 and amended December 21, 1978.

G. NEW JERSEY STATE TEMPORARY DISABILITY BENEFITS
PROGRAM

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

XXVI. 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.

Step 1. The employee Union shall present the Employee grievance or dispute to the employee's immediate Unit Chief within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Unit Chief shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

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

Step 3. If the grievance still remains unadjusted or unanswered by the Department Head, it shall be presented by the Union Representative to the Personnel Director, in

GRIEVANCE PROCEDURE (cont.d)

writing within seven (7) working days after the response of the Department Head is due. The Personnel Director shall respond in writing to the Union Representative within ten (10) working days. The Union may request a meeting with the Personnel Director within five (5) working days after receiving the answer from the Department Head.

Step 4. If so 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.

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 understood and agreed that any settlement of the grievance is limited to the date of filing of the grievance.

Any employee wishing to process his own grievance may do so, but no settlement shall be made inconsistent with the terms of final agreement reached. This shall be done with the standards set forth by the grievance committee of District 1199-J, National Union of Hospital and Health Care Employees, RWDSU, AFL-CIO. These standards will be obtainable from the

GRIEVANCE PROCEDURE (cont.d)

chairperson of the grievance committee. 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 County. The grievance procedure, as contained in this contract, shall be 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.

XXVII. DISCIPLINE

A. Progressive Discipline for Minor Offenses

The principles of corrective discipline for employees covered under the terms of this Agreement with respect to occurring minor offenses 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 the 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 the 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 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, Civil Service (form CS-379), Union, and 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 employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied the employee, Civil Service (form CS-379), Union, and 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 employee of the continued seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied the employee, Civil Service (form

CS-379), Union, and 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 12 month period. If there is a minor disciplinary action 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 disciplinary shall be removed from his/her file.

B. 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 days at one time, or for a period of more than 15 days in the aggregate in any one calendar year shall be served with written charges and have the

right to appeal to the Civil Service Commission. The commission 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 Department of Civil Service 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.

C. REMOVAL

1. 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 Civil Service Commission and a copy of said notice shall be sent to the Civil Service Department at the same time.

2. 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 of appeal to the Civil Service Commission.

D. CAUSES FOR REMOVAL

Any one of the following shall be cause for removal from the 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 Civil Service statutes, rules or regulations or other statutes relating to the employment of public employees;
9. The conviction of any criminal act or offense;
10. Negligency 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.

No employee shall be disciplined or discharged without just cause. Any suspension, fine, demotion, or disciplinary act taken against an employee shall be the subject to the grievance procedure herein.

XXVIII. 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 employees.

Mandatory proceedings for the review of disciplinary matters, as more fully set forth in N.J.A.C. 4:1-16.1 et. seq., may not be supplemented, modified, or changed, in any respect, including the submission of a grievance as to the reasonableness of any penalty imposed by the employer, shall not be permitted to enter into arbitration for disciplinary decisions. The employee shall have the right to a departmental hearing in disciplinary action involving a permanent employee as more fully set forth in N.J.A.C. 4:1-5.15.

It is further understood that if the Employer and the employee cannot mutually arrive at a satisfactory arbitrator (on matters other than discipline) within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the Civil Service Commission which might be pertinent and render his award in writing which shall be advisory. The cost of the arbitrator's fee shall be shared by the Employer and the employee.

Time extensions may be mutually agreed to by the Employer and the employees.

XXIX. PROMOTIONS

No employee shall receive a pay cut in promotion. Any employee promoted by Civil Service Certification or provisional appointment, whose base salary is \$9,999.00 or less will receive a 6% increase on his/her annual base salary at the time of appointment; whose base salary is at \$10,000.00 to \$14,999.00 will receive a 5% increase on his/her annual base salary at the time of appointment; whose base salary is at \$15,000.00 or greater will receive a 4% increase on his/her annual base salary at the time of appointment. If the 4%, 5%, or 6% does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

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. The 4%, 5%, or 6% increase will be deducted from their salary and an interested eligible will be permanently appointed to fill the vacancy.

XXX. JOB VACANCY - JOB BIDDING

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

Section 2. The determination of abilities and qualifications of an employee shall be made by management.

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

Section 4. With reference to filling vacancies, employees in the line of work involved shall have first consideration in order of seniority.

Section 5. Job Recall: Will be made in accord with Civil Service Rules.

XXXI. RIGHTS AND PRIVILEGES OF THE BARGAINING UNIT

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

XXXII. PERSONNEL FILES

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

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

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

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

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.

XXXIII. JURY DUTY

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

XXXIV. TUITION AID

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accord with the policies and procedures established for the Middlesex County tuition aid program, subject to negotiations for each succeeding contract.

XXXV. MILEAGE ALLOWANCE

Whenever an employee shall be required to use his personal vehicle in any job connected capacity, he shall be entitled to an allowance of Eighteen Cents (\$.18) per mile. Additional expenses such as parking tolls, etc., shall be paid upon submission of a receipt and voucher.

XXXVI. PART-TIME EMPLOYEES

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

B. Vacation

Each part-time employee who works the equivalent of 22 full working days shall earn vacation in accord with Article XVII, on Page 20 of this Agreement.

C. Sick Leave

Each part-time employee who works the equivalent of 22 full working days shall earn 1¼ days of sick leave.

(8 hr. employees = 176 hrs. 7 hr. employees = 154 hrs.)

D. Holidays

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

E. 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 working twenty (20) hours or more will be entitled to the following:

One (1) personal day and one (1) bereavement day based upon full-time employee participation.

F. Public Employees' Retirement System

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

G. Seasonal Employees (Summer Help)

Indirect benefits 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.

XXXVII. LAYOFF AND RECALL

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 Union, same shall be on the basis of seniority, beginning with temporary help, then provisional employees, and last, permanent employees, according to procedures specified in Civil Service Rules. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the Employer shall provide proper written notice to permanent employees to be laid off, forty-five (45) days in advance as required by Civil Service Rules.

XXXVIII. RECLASSIFICATION SURVEY

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

XXXIX. RESIGNATION

A. An Employee who resigns shall give the Employer in the person of the Executive-Director of the Center a one month's advance written notice.

B. An Employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to such payment provided it was possible for the Employee to have given such notice.

XL. COMPUTATION OF ERRORS

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

XLI. EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal Laws.

XLII. SEPARABILITY AND SAVINGS CLAUSE

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 other unit 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.

The employer and the Union shall renegotiate a replacement provision that shall supercede the invalid provision. Said renegotiation shall commence no later than thirty (30) days following the termination of the invalid provision.

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

XLIII. NO STRIKE OR LOCK-OUT

Neither the Union nor the employee or the Employer shall interfere, instigate, promote, sponsor, engage in, or condone any strike or lock-out. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

XLIV. EFFECTIVE DATES AND DURATIONS

It is hereby agreed by the Employer and the Union that this contract shall be for a two (2) year term, commencing January 1, 1981 and ending December 31, 1982. This contract will be re-opened for 1982 contract negotiations for the sole purpose of re-negotiating wages.

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

This contract may be reopened for 1983 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 December 31, 1982.