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THIS AGREEMENT made this 28<sup>th</sup> day of June 1979 BETWEEN:

THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders, hereinafter known as the Employer; and THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, as the duly selected bargaining agent for the employees of the Middlesex County Juvenile Facilities (Detention Center), hereinafter referred to as the Union:

WHEREAS, the Union has been selected as the bargaining agent by the employees of the Middlesex County Juvenile Facilities (Detention Center) in accordance with Chapter 303 of the Laws of 1968 and said Union has been certified as such by the Public Employees Relations Commission; and

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

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

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

1. Upon receipt of certification by the Public Employment Relations Commission the Employer recognizes the Union as the sole and exclusive bargaining representative for purposes of negotiation with the Employees on matters of salaries and conditions of employment in accordance with Chapter 303 of the Laws of 1968 for all personnel at the County Juvenile Facility (Detention Center) included in the bargaining unit.

2. Salary schedule for the bargaining unit shall be as set forth in Resolution adopted, or to be adopted by the Employer and shall be considered as incorporated herein and may be attached hereto and made a part hereof. In addition, the Employer agrees as follows:

A. Job Classifications and Salary Ranges for the Middlesex County Juvenile Facility (Detention Center) are as follows:

Principal Boy/Girls Supervisor (H.R. 10700)	9971-15485
Senior Boys/Girls Supervisor (H.R. 9496)	9496-15089
Boys/Girls Supervisor (H.R. 9000)	8203-13034
Head Cook	9971-15845
Senior Cook	7440-11820
Cook (H.R. 8500)	6749-10721
Teacher-Juvenile Facilities	9044-14370
Administrative Clerk	10994-17473
Principal Clerk	7812-12412
Principal Clerk (Knowledge of Typing)	7812-12412
Senior Clerk Typist	6121-9724
Maintenance Repairer	7812-12412
Recreation Leader	6749-10721
Recreation Supervisor	10994-17473

B. It is further understood and agreed that the hiring rate for title of Cook will be \$8500.00 providing the candidate has a minimum of two (2) years experience. Those not having the required two (2) years experience will start at the minimum of the range.

C. Full-time and Part-time employees shall be paid according to the same rates.

D. The parties acknowledge that work outside of standard schedules may be required. For all work in excess of eight (8) hours per day or in excess of eight (8) hours in any twenty-four(24) hours period, employees sha

be paid time and one-half ( $1\frac{1}{2}$ ) times the normal hourly salary rate. A twenty-four (24) hour period shall be twenty-four (24) consecutive hours following the employees scheduled starting time.

E. It is the intention of the Administration, insofar as practicable, to staff the Juvenile Facility (Detention Center) with part time employees when full time employees are regularly scheduled to work on legal holidays. If this relief from duty cannot be arranged, the full time employee will receive compensation as outlined in Section 31, page 14 of this agreement.

F. Any employee who has received approval from the Director of the Juvenile Facility or his designee to take time off for vacation purposes, Personal Days or Holidays and who is then called back to duty, will be paid at the rate of time and one-half for his/her work performed on these days.

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

3. For job descriptions of classifications covered by this Contract refer to descriptions as set forth by the New Jersey Department of Civil Service.

4. Job seniority within the Juvenile Facility (Detention Center) will be predicated upon the date of certification for the classification within the Juvenile Facility (Detention Center).

5. In the scheduling of shifts for Senior Boys' and Senior Girls' Supervisors, and Boys' and Girls' Supervisors', the Director or his designee shall give prime consideration to seniority.

6. A. Newly hired personnel will be considered as extra persons while in a training status.

B. In the administration of the Juvenile Facility (Detention Center), the male and female wings will have assigned to them a range of 1 to 3 supervisors for the necessary shifts. It is understood that variation of the number of supervisors assigned will depend upon the population

and the type of population in the Juvenile Facility (Detention Center). Changes of the number of supervisors assigned will be explained and negotiated by the DIRECTOR of the Juvenile Facility (Detention Center) to the representatives of C.W.A. Additional supervisors may be assigned by the DIRECTOR or his designee in order to maintain flexibility and smooth performance in the Juvenile Detention Home.

C. It is understood that in the event the operations of the Juvenile Facility (Detention Center) changes to a dual purpose, residential and detention center, it will be the administrations responsibility, in consultation with the bargaining unit representatives, to assign the necessary staffing.

7. All work schedules shall be posted on the Juvenile Facility (Detention Center) Bulletin Board on Wednesday of each week and that set schedule shall become "fixed" and not subject to request for change, four hours prior to the end of any given tour of duty on Friday. Hours of employment continue as they have been heretofore. On the male wing the shift shall be as follows: 8 to 4, 4 to 12 and 12 to 8. On the female wing the shift shall be as follows: 7 to 3, 3 to 11 and 11 to 7.

8. A. Pro-rated sick leave and vacation allowance shall be given to part-time employees in accordance with the number of hours worked by the said part-time employees. Completion of twenty-two (22) eight-hour working days shall entitle a part-time employee to one and one-quarter (1 $\frac{1}{4}$ ) sick days and one (1) vacation day.

B. It is compulsory for part-time employees of the County of Middlesex to enroll in Public Employees Retirement System (P.E.R.S.) if they were permanently appointed on or after January 2nd, 1955, provided they earn at least \$500.00 per year and are paid in each quarter of the year.

C. Part-time employees will be covered by the County Hospital and Dental Programs if they are scheduled for and do work twenty (20) hours during each work week.

D. No part-time supervisors will be hired while the present part-time supervisors are able adequately to cover the Juvenile Detention Home Operation without payment of overtime.

9. Employee job security is provided for in accordance with Laws of State of New Jersey as to persons covered by the New Jersey Department of Civil Service and the Rules and Regulations of the Civil Service Commission.

10. Bereavement: 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 and uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other leave 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) calendar days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

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

12. Principal Boys and Girls Supervisors, Senior Boys and Girls Supervisors and Boys and Girls Supervisors shall be entitled to receive an annual clothing maintenance allowance of \$150.00. One half of this amount will be paid the last pay period in June and the other half will be paid in the last pay period in December. Part-time employees will receive a pro-rata share of the clothing maintenance allowance based on their actual hours worked. The County will no longer purchase uniforms for Juvenile Facility (Detention Center) Supervisors.

Cooks will be supplied uniforms for the performance of their duties and in addition they will be paid a \$50.00 a year clothing allowance paid in the same aforementioned manner.

13. The following Grievance Procedure is hereby adopted for the employees covered by this Agreement.

A. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violations of this Agreement between the Employer and the Union.

B. A "Grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation or inequitable application of a policy agreement or administrative decision affecting such employees.

C. An employee having a grievance shall present it, orally and in writing, to the Assistant Director of Juvenile Facilities within ten working days of the occurrence of the event from which the grievance arises. An answer shall be submitted, in writing, within five working days of the presentation of the written grievance. The answer shall be submitted to the employee and to the Union via one of its representatives or officers. If the employee or the Union is not satisfied with the answer received, or if an answer is not received, the grievance shall be presented to the Superintendent of the County Juvenile Facilities individually within five (5) working days from the expiration of the time period provided in paragraph 1 hereof. The Director of Juvenile Facilities shall give the employee and the Union a written answer to the grievance within five (5) working days after the date of such meeting.

D. If the employee or the Union is not satisfied with the written answer resulting from the preceding step, or if no answer is received resulting from the preceding step, or if no answer is received within the contract term, the Union may within fifteen (15) working days following the expiration of the time period set forth in the preceding section submit a written appeal to the County Personnel Director. He shall hear the grievance and decide the matter within fifteen (15) days, and if the employee or the Union is not satisfied with his decision, the Union may request advisory arbitration

before an Arbitrator mutually agreeable to the Employer and the Union who shall be selected from the list of the American Arbitration Association, and in the event the parties are unable to agree, then the arbitrator will be selected in accordance with the rules of the American Arbitration Association. Any decision in said arbitration shall be advisory in nature and not binding upon the Employer.

E. In the event that a grievance is taken to arbitration, the compensation and expense of the arbitrator shall be shared equally by the Employer and the Union. The cost of any transcript shall be borne solely by the party requesting it. The arbitrator shall not have the power to alter, amend, add to or revise any provision of this Agreement.

Employees grievances shall be presented to the County Supervisory Representative on forms prepared by the Union. The grievance procedure, as contained in this Contract shall be strictly adhered to. It is understood that employees must sign their individual grievance. Grievances without an employees signature shall not be accepted or processed.

14. The County Comptroller and the County Treasurer shall be and are hereby authorized and directed to deduct from the pay of each employee who furnished a written authorization for such deduction on a form acceptable to the Employer and Board during each calendar month, the amount of monthly Union dues. Dues shall be six dollars (\$6.00) per month, or such other amount as may be certified to the Employer and Board by the Union at least thirty days prior to the date on which the deduction of Union dues is to be made. Deduction of the Union dues made pursuant thereto shall be remitted by the Middlesex County Treasurer to the Union, AFL-CIO, 1925 K. Street, N.W., Washington, D.C. 20006, prior to the end of the calendar month for which such deductions were made. This procedure is subject to the Laws of the State of New Jersey concerning "check off" of dues of Public Employees.

15. Whenever a vacancy in a higher title occurs, the Employer will consider seniority, together with all of the other qualifications which are normally considered before making a promotion. Temporary promotions shall be

subject to the outcome of any Civil Service promotional examination announced for that title.

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

17. The Employer will supply to the Union, a bulletin board to be located in the employee area to be used for Union business and said Board will not be used by Employer.

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

19. Effective January 1, 1979 all eligible employees covered by this agreement will be paid in accordance with the County wage submittal dated April 16, 1979.

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

1. Employees hired in 1978 and thereafter will receive a pro-rata share of the negotiated wage increase 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 of the negotiated wage increase (.0833 times number of months of service, times 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.



2. Employees who sever employment with the County prior to the signing of the contract 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.

B. It is agreed that the wage increase will be limited to that amount which enables an employee to reach the maximum of his/her range or the negotiated wage increase of 1979.

C. Merit Increases: It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A.34-13A-1 et seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the bargaining process. The only exceptions to this policy 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.

D. 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. Exceptions to this policy, if they should occur, will be communicated to the Chief Union Representative.

E. Promotions: Any employee promoted by Civil Service Certification or provisional appointment will receive a 4% increase on his/her annual base salary at the time of appointment. If the 4% 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% increase will be deducted from their

salary and an interested eligible will be permanently appointed to fill the vacancy.

20. Longevity: All eligible employees shall be entitled to receive a longevity increase which will be based upon their salary as of December 31, 1978. 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, which Resolution is herein incorporated and made a part of this Agreement.

Effective January 1, 1979 the present longevity program will continue for all employees on the payroll as of December 31, 1978. Employees starting employment with the County as of January 1, 1979 and thereafter will not accrue longevity.

21. Mileage: A sixteen (.16) cents per mile allowance shall be paid to the employees of this unit should they be involved in the proposed exchange program and should they be required to travel to and from other County Juvenile Facilities. In addition, a three (\$3.00) dollar per meal allowance will be paid in connection with the proposed exchange program, only in the event that the other institution does not furnish a meal.

22. Notwithstanding anything in this Agreement, the Employer, the Board and the Union understand and agree that all provisions of this Agreement are subject to law. Except where specifically modified by this Agreement, this Agreement shall not affect any rules, regulations, resolutions, directives, or policies of the Employer, nor shall this Agreement affect the Rules of the New Jersey Department of Civil Service applicable to the employees of the County Juvenile Facility (Detention Center). It is further stipulated that this Agreement shall not affect any statutes or regulations made pursuant to any statutes applicable to employees of the County Juvenile Facility (Detention Center). In the

event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and affect, but it shall not affect the remaining provisions of this Agreement.

23. In connection with the grievance procedure described in Section 13, Saturdays, Sundays and Holidays shall not be considered working days in the computing of the time provided for in the foregoing. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, shall be considered final settlement and such settlement must be binding upon all parties. Advisory arbitration must be requested within fifteen (15) days of the mailing of notice of the decision of the Personnel Director.

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

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

26. Medical Benefits: All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross, Blue Shield,

and Rider J or equivalent, at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

All full-time and eligible part-time employees shall be covered by the Great-West Life Assurance Company Dental Plan, or a similar plan, at the employer's expense.

The Rutgers Community Health Plan (H.M.O.) 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 may be subject to a payroll deduction depending on the type of coverage.

Drug Prescription Plan: All eligible employees and eligible employees family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay per prescription by the employee.

27. The Employer agrees that two (2) employees who are duly authorized representatives of the Union shall be granted a leave of absence with pay for an aggregate period not to exceed five (5) days each in any calendar year for the purpose of traveling to and from and attending any State, District or National Convention of the Communications Workers of America, AFL-CIO. It is understood and agreed that these five (5) days are not cumulative and any unused leaves are cancelled at the end of the year.

28. Management Rights: All of the rights, power and authority possessed by the Employer prior to the signing of

this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

29. 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 concerted work stoppage, lock-out or any other intentions of interruption of work. 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.

30. 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 full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be credited to the employee for the balance of the calendar year ending December 31st.

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

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

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

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.

31. 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 County, State and Federal Government, provided said holiday has been recognized by the Board of Chosen Freeholders.

Paid holidays occurring during a vacation leave shall not be charged to vacation time.

When a full time employee is scheduled to work a holiday he or she shall be paid for the holiday at his regular hourly rate plus eight hours at time and one half and he will not receive a compensatory day.

When a holiday falls on a full time employees regular day off, he/she will receive a regular days pay at his/her regular straight time hourly rate in addition to his/her weekly wages and not be entitled to a compensatory day.

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

The application, for full time and part time employees, of holiday payment will be implemented upon the execution of this agreement and not retroactive to January 1, 1979.

Holidays paid for but not worked will not be used in computing overtime pay for hours in excess of 40 (forty) hours.

32. 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 should, whenever possible, give the Employer one (1) day notice for each personal holiday to be taken. New employees shall accrue one (1) personal holiday at the

end of each fourth month of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per fourth month of employment completed in the year said employment is terminated.

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

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

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

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

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

During the time that the personnel office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the employee will be recredited to the employee and the sick leave injury will be retroactive to the date which is determined by the effective date of the freeholder resolution adopting same.

Furthermore, all of the requirements of N.J.S. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex.

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

34. 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 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.

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



36. Seasonal Employees (Summer Help): Indirect benefits will be limited to Workmen's Compensation and those other benefits required 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.

37. Computation Errors: During the life of this Contract computation errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual consent.

38. Duration Of Contract: It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1979 until December 31, 1979 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1979. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This Agreement may be reopened for 1980 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, 1979.

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

ATTEST:

Mary C. Hudson  
MARY C. HUDSON, CLERK

BOARD OF CHOSEN FREEHOLDERS OF  
THE COUNTY OF MIDDLESEX  
(EMPLOYER)

BY: Stephen J. Capetiro  
STEPHEN J. CAPEIRO, DIRECTOR

ATTEST:

Edmond C. Cuchi  
Lillian Schrader

COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO (UNION)

BY: Ray C. ...