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A G R E E M E N T

Between

THE COUNTY OF MIDDLESEX

-and-

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO

Supervisory Juvenile Employees

I N D E X

	<u>Page</u>
ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT .....	29
ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES ..	44
ARBITRATION .....	36, 43
Specific Issue Arbitration .....	43
BEREAVEMENT LEAVE .....	24 = 24A
BREAKS .....	31
BULLETIN BOARDS .....	52
CALL BACK TIME .....	11
COMPUTATION ERRORS .....	56
DISCIPLINE .....	38-42
DUES CHECKOFF .....	6-7
DURATION OF CONTRACT .....	60
ECONOMY LAYOFFS .....	46
EDUCATIONAL GRANTS .....	51
EMERGENCY SITUATIONS .....	54
GRIEVANCE PROCEDURE .....	35-37
Arbitration .....	36, 43
Specific Issue Arbitration .....	43
HOLIDAYS .....	21-22
HOURS OF WORK .....	8
INJURY LEAVE .....	28-28A
JOB VACANCIES .....	16
JURY DUTY .....	30
LONGEVITY .....	18

<u>Index (Cont.)</u>	<u>Page</u>
MANAGEMENT RIGHTS .....	55
MEAL ALLOWANCE .....	53
MEDICAL BENEFITS .....	19-20A
Traditional Medical Coverage .....	19
Dental Plan .....	19-20
Drug Prescription Plan .....	20
Extended Medical Benefits .....	20
Health Maintenance Organization (H.M.O.) .....	19
Payment of Blue Cross/Blue Shield Premiums for Retirees ....	20
Vision Care Program .....	20
MERIT INCREASES .....	14
MILEAGE ALLOWANCE .....	53
NEW EMPLOYEES .....	15
NON-DISCRIMINATION .....	3
NO STRIKE OR LOCK-OUT .....	58
OVERTIME .....	9-11
40 Hour Work Week .....	9
35 Hour Work Week .....	9
Call Back .....	11
Changeover - Eastern Standard and Daylights Savings Time ...	12
PART-TIME EMPLOYEES .....	32-33
Holidays .....	32
Hospital and Dental Program and Drug Prescription Program ...	32
Part Time Call-In .....	33
Public Employees' Retirement System .....	33
Sick Leave .....	32
Vacation .....	32
PERSONAL DAYS .....	23
PERSONNEL FILE .....	49-50
PREAMBLE .....	1
PROMOTIONS .....	16
RECLASSIFICATION SURVEY .....	47
RECOGNITION AND SALARY RANGES .....	2

<u>Index (Cont.)</u>	<u>Page</u>
REHIRES .....	15
RULES OF EMPLOYER .....	48
SALARY RANGES .....	57
SEASONAL EMPLOYEES (SUMMER HELP) .....	17
SEPARABILITY CLAUSE .....	45
SHIFT DIFFERENTIAL .....	12- 12A
Change Over-Eastern Standard and Daylights Savings Time ....	12A
SICK LEAVE .....	27
SIGNATURE OF THE PARTIES .....	60
STANDBY TIME .....	12
UNIFORMS .....	34
UNION CONFERENCE DAYS .....	59
UNION REPRESENTATIVES - RIGHTS & PRIVILEGES .....	4-5
VACATIONS .....	25-26
WAGE INCREASE ELIGIBILITY .....	14
WAGES AND PAY PERIODS .....	13

THIS AGREEMENT made the                    day of  
between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board  
of Chosen Freeholders (hereinafter known as the Employer), and  
Communications Workers of America, AFL-CIO, (hereinafter known as  
the Union);

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

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

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

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

1. RECOGNITION

The union is hereby designated as the bargaining agent for the employees in the Middlesex County Department of Youth Services as follows:

<u>Work Week - 40 Hours</u>	<u>Salary Range</u>
Supervising Juvenile Detention Officer	\$25,000 - \$34,500
Senior Youth Group Worker	\$25,000 - \$34,500
Head Teacher and Project Coordinator	\$27,000 - \$36,500

2. 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, and the County shall not discharge, demote, discipline, reassign, or transfer any employee because of race, sex, age, nationality, creed, color, religion, marital status, handicap, political or union affiliation, or lawful Union activity. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

3. UNION REPRESENTATIVES - RIGHTS AND PRIVILEGES

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

B. 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 all departments or offices a list of duly elected or appointed Stewards within ten (10) days after their election or appointment.

D. The Employer agrees to promptly make available to the Union all public information concerning the County of Middlesex, including but not limited to the financial resources of the County of Middlesex, together with all information which may be necessary for the Union to process any grievance, unfair practice charge, arbitration, or complaint. All requests shall be made through the Personnel Director.



Union Representatives - Rights and Privileges (Cont.)

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

F. P.E.R.C. attendance will not exceed three (3) Union Representatives with no loss of pay.

G. The Union shall have the continued use of bulletin boards and mailboxes.

4, DUES CHECKOFF

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

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

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

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

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

Dues Checkoff (Cont.)

any amendments thereto.

Criteria for Demand and Return: Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings hereinafter set forth, a return of any part of that fee paid by him/her which represents the employee's additional pro-rata share of expenditures by the majority representative that is either in aid of activities or cause of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro-rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public Employer.

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

5. HOURS OF WORK

A. The work hours for various job classification will be noted as in Article 1. Recognition, Page 2.

B. All work schedules shall be posted on the Dept of Youth Services Bulletin Board on Wednesday of each week and that set schedule shall become "fixed", and not subject to request for change, four (4) hours prior to the end of any given tour of duty on Friday.

C. Shifts for Supervisory Juvenile Detention Officers will consist of 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., and 10:00 p.m. to 6:00 a.m.

Shifts for Senior Youth Group Workers will consist of 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 p.m., and 12:00 p.m. to 8:00 a.m.

Special assigned shifts may be determined by the Employer.

D. Shift assignments shall be by seniority as far as practicable. Seniority shall be determined by date of hire, and all other matters not in conflict with New Jersey State Department of Personnel.

E. 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.

6. OVERTIME

40 Hour Work Week

A. The parties acknowledge that work outside of standard schedules may be required. For all work in excess of eight (8) hours per day or in excess of eight (8) hours in any twenty-four (24) hour period, employees shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) their regular hourly rate. A twenty-four (24) hour period shall be twenty-four (24) consecutive hours following the employees' scheduled starting time. No employee shall be scheduled to work more than two (2) different shifts during any one (1) seven-day period.

B. Management will make every effort to schedule employees two (2) consecutive days off per week, permitted as per determination by management depending upon staffing needs.

C. Employees scheduled to work beyond the sixth (6th) consecutive day shall be paid the rate of double time.

35 Hour Work Week

A. Employees requested or scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) in pay.

B. Overtime shall be paid by the following rules: It shall be paid either as paid overtime compensation (time and one-half -  $1\frac{1}{2}$ ) or compensatory time.

Should an employee work more than five (5) consecutively scheduled workdays within a seven-day period (week), said employee shall accrue overtime pay for any hours so worked after the fifth (5th) day and exceeding 40 hours.

Overtime (Cont.)

The employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and shall notify his/her supervisor in writing of his/her decision.

It is understood that training time held after the regularly scheduled work day or work week shall be compensated for at the rate of time and one-half ( $1\frac{1}{2}$ ) compensatory time. However, any time worked beyond the regularly scheduled work day or work week which exceeds the eighty (80) hour compensatory time bank must be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) of the regular hourly rate.

The following rules shall apply to compensatory time accumulation:

- (a) At no time shall the compensatory time bank exceed eighty (80) hours of time.
- (b) Time shall be used in eight (8) hour blocks whenever possible.
- (c) Compensatory time taken by the employee shall be on request and is subject to the employee's immediate supervisor's approval. Such approval shall not be unreasonably withheld.
- (d) Compensatory time shall not be used between the dates of December 23 and January 1, except for verifiable illness or emergent matters.

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

Overtime (Cont.)

Call Back: Any employee who is called back to work after having completed his/her regularly scheduled work shift shall be compensated at time and one-half (1½) the straight time hourly rate of pay with a minimum of four (4) hours work or pay in lieu thereof.

Any work hours added but connected to a regular work shift, be it at the beginning of a shift (early start) or at the conclusion of a shift (hold over), shall not constitute call back time.

Stand By Pay: All first and second shift Supervisory Juvenile Detention Officers and Senior Youth Group Workers shall receive one (1) hour standby pay per week for lack of breaks and lunches effective upon execution of this Agreement.

7. SHIFT DIFFERENTIAL

A. For the contract year 1990 employees working the second shift, 3:00 p.m. to 11:00 p.m. will be paid fifty cents (50¢) per hour over their regular straight time rate for the hours worked effective upon the execution of this Agreement.

For the contract year 1991 employees working this same second shift shall be paid fifty five cents (55¢) per hour over their regular straight time rate for the hours worked.

For the contract year 1991 employees working the second shift shall be paid sixty cents (60¢) per hour over their regular straight time rate for the hours worked.

B. For the contract year 1990 employees working the third shift, 11:00 p.m. to 7:00 a.m. will be paid forty five cents (45¢) per hour over their regular straight time rate for the hours worked effective upon the execution of this Agreement.

For the contract year 1991 employees working this same third shift shall be paid fifty cents (50¢) per hour over their regular straight time rate for the hours worked.

For the contract year 1992 employees working the third shift, shall be paid fifty five cents (55¢) per hour over their regular straight time rate for the hours worked.

C. Shift differential shall be paid at holiday and overtime rates, and also for all overtime worked, where applicable.

D. Employees who are scheduled, and do work Saturday and Sunday as part of their normal work week will be subject to and receive one (\$1.00) dollar per hour at straight time rate in addition to their regular days rate of pay.



Shift Differential (Cont.)

E. Changeover - Eastern Standard and Daylight Savings Time:

During the change in time standards, no employee shall suffer loss of pay when time changes from Daylight Savings Time to Eastern Standard Time. Conversely, no employee shall receive an additional remuneration when changing from Eastern Standard Time to Daylight Savings Time.

8. WAGES AND PAY PERIODS

A. All eligible employees in this bargaining unit will receive a five and one-half (5½) percent negotiated wage increase added to their previous December 31, 1989 base salaries. Additionally, an evaluated adjustment of seven hundred and fifty (\$750) dollars will be added to all eligible employees January 1, 1990 base salaries after the application of the negotiated wage increase.

B. All eligible employees in this bargaining unit will receive a six percent (6%) negotiated wage increase added to their previous January 1, 1990 base salaries. Additionally, an evaluated adjustment of seven hundred and fifty (\$750) dollars will be added to their January 1, 1991 base salaries after the application of the negotiated wage increase.

C. All eligible employees in this bargaining unit will receive a six (6%) percent negotiated wage increase added to their previous January 1, 1991 base salaries. Additionally, an evaluated adjustment of seven hundred and fifty (\$750.00) dollars will be added to their January 1, 1992 base salaries after application of the negotiated wage increase.

9. WAGE INCREASE ELIGIBILITY

All employees in this bargaining unit being carried on the County payroll will receive the wage increase negotiated as set forth in Article 8. Wages with the following exceptions:

A. It is understood and agreed that employees being carried on approved leaves of absence shall receive the wage increase provided for his/her eligible hours worked during the eligibility period upon their return from leave.

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 employee, in which case payment will be made to his/her estate.

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

10. NEW EMPLOYEES

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

10A. REHIRES

All new employees who are classified by management as rehires will be hired at not less than his/her salary prior to his/her termination.

11. PROMOTIONS

A. Promotional positions shall be filled in accordance with New Jersey State Department of Personnel Rules and Regulations. Eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled.

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

C. Any employee promoted by New Jersey State Department of Personnel Certification or provisional appointment from their present salary range to a higher salary range shall receive a three percent (3%) increase on his/her current salary and then placed on the closest step upward in the new range or the new minimum, whichever is greater than his/her present salary.

D. A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligibles which names them as the provisional, will be returned to his/her previous lower title and salary.

E. All promoted employees who receive a new annual salary pursuant to this Article (11. Promotions) shall also be entitled to receive all other wage increases as provided in Article 8. Wages and Pay Periods.

F. Lastly, all vacancies shall be posted on the appropriate bulletin boards by management for five (5) working days.

12. SEASONAL EMPLOYEES (SUMMER HELP)

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.

13. LONGEVITY

All eligible employees shall be entitled to receive longevity payments which shall be based upon their salary as of December 31st of the previous calendar year, (effective January 1, 1990, maximum base salary \$30,000. The rate of longevity shall commence with the completion of the eighth (8th) year of service as follows:

9 through 15 years = 2%

16 through 20 years = 5%

21 years and over = 7%

#### 14. MEDICAL BENEFITS

A. All full-time and eligible part-time employees and employees' eligible family (as defined by New Jersey State Health Benefits - Traditional Medical Coverage) shall be covered by New Jersey State Health Benefits - Traditional Medical Coverage, or equivalent, at the Employer's expense. Major Medical for eligible employees and family shall be supplied at the Employer's expense. The Employer may change or elect to become self-insured with approval of the Union and upon a prior notice to the employee organization so long as equivalent coverage is provided.

B. Health Maintenance Organization (H.M.O.): Several Health Maintenance Organizations are available to the employee as an alternate to New Jersey State Health Benefits- Traditional Medical Coverage, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected the employee may be subject to a payroll deduction depending on the type of coverage.

C. Dental Plan - 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.



Medical Benefits (Cont.)

D. Drug Prescription Plan: All eligible employees and eligible employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay of \$1.25 per prescription by the employee.

E. Payment of New Jersey State Health Benefits - Traditional Medical Coverage 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/her dependents, if any, if such employees has accrued twenty-five (25) years of credited service in a State or locally administered Retirement System, the payment of Traditional Medical Coverage and Major Medical.

F. Vision Care Program: All full-time employees of this bargaining unit, who have been employed for more than sixty (60) continuous days, shall be covered by the Vision Care Program. Eligible employees are entitled to one (1) reimbursement each during a two (2) year period. The reimbursement is limited to the following allowances:

Eye Examination	-	\$50.00
Lenses and Frames combined		
- or -		
Contact Lenses	-	\$60.00

This reimbursement shall not exceed and is limited to a total of \$110.00 for a combined cost for the above.

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

G. Extended Medical Benefits: Employees who are on approved medical leaves of absence will be granted a 90-day extension of medical coverage effective as of the date of their leave of absence. This shall be in accordance with the current County medical coverage policy.

15. HOLIDAYS

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

B. All full-time and regular part-time employees (see article 24.) shall be entitled to the following paid holidays each calendar year:

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

C. If a holiday falls during an employee's vacation or bereavement time, he/she shall be granted an additional day off with pay.

Holidays (Cont.)

D. All full-time employees working on a holiday will receive their regular day's pay at a straight time rate plus time and one-half ( $1\frac{1}{2}$ ) for the holiday worked and no compensatory day.

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

F. Employees scheduled to work on New Year's Day, July 4th, or Christmas Day shall be paid their regular day's pay plus an additional rate of double time pay for the hours worked.

G. Those employees who are employed in a seven-day operation (7 day - 40 hours - shift employees) will observe a holiday on the actual calendar day it occurs.

H. Those employees who are employed in a five day operation (5 day - 35 hours - Monday through Friday employees) will observe a holiday as per the Middlesex County Holiday Schedule.

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

J. Holidays paid for but not worked will not be used in computing overtime pay for hours in excess of forty (40) hours or thirty-five (35) hours, whichever applicable.

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

16. PERSONAL DAYS

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

17. BEREAVEMENT

A. All employees shall be eligible to receive a maximum of five (5) working days leave in the event of the death of his/her spouse or child.

B. All employees shall be eligible to receive a maximum of three (3) working days leave in the event of the death of his/her current son-in-law, current daughter-in-law, parent, current mother-in-law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunt, uncle, or any other relative living in the immediate household, such leave being separate and distinct from any other leave time, and an employee shall be entitled to either three (3) or five (5) working days leave (as stated above) for each eligible death which occurs.

C. Bereavement leave may be communicated to his/her immediate Supervisor by the employee or by his/her family member, and said employee shall be granted either three (3) or five (5) days leave of absence consisting of three (3) or five (5) working days next following the day of death. The employee himself/herself shall then contact his/her immediate Supervisor within twenty-four (24) hours of the family member's call. The employee shall be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3) or five (5) days of bereavement leave where it applies.

D. If an employee is on vacation and an eligible death occurs, vacation leave shall terminate and bereavement leave shall apply.

E. 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.

18. VACATIONS

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

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

C. All employees shall be granted vacation leave based upon the following schedule from the date they are hired.

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION</u>
Less than one year	One working day for each month of service.
One to five 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.

Vacations (Cont.)

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

E. Unused vacation time may be carried over for one (1) year only.

F. The Employer and his/her designated representatives shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the New Jersey State Department of Personnel concerning emergencies, etc., shall be observed by both parties. Employees shall submit request for vacation time no later than May 1st of each year, with first and second choices. The first choice requested shall be on the basis of seniority. Vacation time need not be taken continuously, at the employee's discretion. It shall be assumed that an employee shall remain in the service for the full calendar year; or portion thereof from date of hire and is entitled to use all vacation time for that year when requested by the vacation schedule. Any employee leaving the service of the Employer shall have unused vacation time paid to him. Unearned vacation time used shall be deducted from employee's last pay if separation from service occurs.

G. Any employee who has received approval from the Director of the Juvenile Facility or his/her 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 ( $1\frac{1}{2}$ ) for his/her work performed on these days.

H. The Employer shall respond to all vacation requests within two (2) weeks of receipt of same.



19. SICK LEAVE

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

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

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

D. All other proper and authorized leaves as provided in the rules of the New Jersey State Department of Personnel shall be recognized and constitute a part of this Agreement.

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

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

20. INJURY LEAVE

A. Whenever an employee is injured or disabled as a result of or arising out of his/her 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/she may receive as Worker's Compensation, temporary disability, or legal settlements arising out of his/her injury.

B. Payments for any and all injuries set forth in Paragraph One of this section shall be in accordance with the requirements of N.J.S.A. 34:15-1 et seq., and any and all supplements or amendments thereto.

C. 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 the start of the second day 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.

Injury Leave (Cont.)

(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 of said injury, and upon completion of said investigation, shall recommend to the Board of Chosen Freeholders the action to be taken pursuant to Paragraph One 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 One of this section.

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

(6) In the event an employee exhausts his/her one year of injury leave before he/she is capable of returning to work, he/she may continue on the payroll by using his/her 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 One of this section). Non-permanent employees are terminated after using accumulated sick and vacation time.

In order to avoid interruption of the payroll for employees of this bargaining unit who incur compensable, work-related injuries or illnesses involving lost work time, the following will be allowed:

(1) The contents of Form L and I-I, Employee's First Report may be phoned in to the Personnel Department, telephone numbers 745-3397 or 745-4224. Compensability will be determined by telephone with Rasmussen Agency with final confirmation taken from all required forms. Whenever possible, Forms L and I-I should be mailed no later than the start of the second work day after the injury occurred whenever possible.

21. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

Employees covered under the terms of this Agreement shall be entitled, upon retirement, to receive a lump sum payment, as supplemental compensation, which sum shall be computed at the rate of one-half ( $\frac{1}{2}$ ) of the employee's daily rate of pay for every full day of earned and unused accumulated sick leave (not to exceed \$15,000) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement.

22. JURY DUTY

Should an employee be obligated to serve as a juror, he or she shall receive full pay from the Employer for all time spend on jury duty. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the Employer, excluding jury duty travel allowance.

23. BREAKS

Each employee shall be entitled to one (1) fifteen (15) minute break for each one-half ( $\frac{1}{2}$ ) day period of work (morning and afternoon shall be considered a one-half day period of work and equivalent periods for shift work shall be also considered one-half day periods of work).

24. PART-TIME EMPLOYEES

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

Vacation

Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn one (1) day of vacation leave (8 hour employees = 176 hours, 7 hour employees = 154 hours.)

Sick Leave

Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn one and one-quarter (1¼) days of sick leave. (8 hour employees = 176 hours, 7 hour employees = 154 hours.)

Holidays

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

Hospital and Dental Programs and Drug Prescription Program

Part-time employees will be covered if they are scheduled for and do work twenty (20) hours or more each work week.

Part-time employees are not entitled to the following: Personal Days, Bereavement Days, and Longevity.

Part-Time Employees (Cont.)

Public Employees' Retirement System

It is compulsory for part-time employees of the County of Middlesex to enroll in P.E.R.S. if they were permanently appointed on or after January 1, 1955, provided they earn at least fifteen hundred dollars (\$1,500.00) a year and are paid in each quarter of the year.

Part-Time Call In

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



25. UNIFORMS

A. Effective January 1, 1990 employees in this bargaining unit shall receive the sum of two hundred seventy-five dollars (\$275.00) in separate check payable the first pay period in December.

B. Effective January 1, 1991, employees in this bargaining unit shall receive the sum of three hundred dollars (\$300.00) in a separate check payable the first pay period in December.

C. Effective January 1, 1992, employees in this bargaining unit shall receive the sum of three hundred twenty-five dollars (\$325.00) in a separate check payable the first pay period of December. It is understood that this covers the period of January 1, 1990 to December 31, 1992

Upon reasonable notice from the Director the employees affected would be newly uniformed with initial uniform issue paid for by the County.

D. Part-time employees shall be paid a pro-rata share.

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

26. GRIEVANCE PROCEDURE

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment. The Employee Union Grievance Committee shall be recognized as the representative for presenting an employee grievance or dispute from the initial filing to conclusion of the grievance complaint in accord with the agreed to grievance procedure as outlined in the Labor Agreement as follows:

Step 1. The employee Union shall present the Supervising Juvenile Detention Officer's grievance or dispute to the Superintendent of the Youth Center within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Superintendent may, in his or her discretion, respond orally or in writing, within three (3) working days.

The employee Union shall present the Senior Youth Group Worker's grievance or dispute to the Supervising Youth Group Worker within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Supervisor may, in his or her discretion, respond orally or in writing within three (3) working days.

Grievance Procedure (Cont.)

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Representative to the Administrator of Youth Services within five (5) working days after the Superintendent's or supervisor's response is due. The Administrator shall respond to the Union Representative by scheduling a hearing to discuss the grievance within five (5) working days of submission. The Administrator shall then respond 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 or his/her designee, in writing, within seven (7) working days after the response of the Department Head is due. The Personnel Director or his/her designee shall respond in writing to the Union Representative within ten (10) working days. The Union Representative may request a meeting with the Personnel Director or his/her designee within five (5) working days after receiving the answer from the Department Head.

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

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum - every effort will be made to expedite the grievance as set forth herein.

It is further understood and agreed that any settlement of the grievance is limited to the date of filing of the grievance. However,

Grievance Procedure (Cont.)

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.

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 policy grievance shall be directly submitted at the Step 3. level to the Personnel Director, or his/her designee.

Failure to respond timely to grievances shall be deemed to sustain the grievance at any step.

27. DISCIPLINE

A. The principles of corrective discipline for employees covered under the terms of this Agreement with respect to recurring minor offense of the same nature as more fully set forth in N.J.A.C. Title 4A et seq., but not limited to, are outlined as follows:

Step 1: Oral Warning

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

Step 2: Written Warning

Given by the supervisor with agreement of the Department Head or next higher level of authority. The notice shall clearly state all the reasons for the warning. One copy of the written warning shall be given to the employee, one copy supplied to a Union representative, and one copy placed in the employee's personnel file.

Step 3: Written Warning

Given by the supervisor with agreement of the Department Head or next higher level of authority. The notice shall clearly state all the reasons for the warning. One copy of the written warning shall be given to the employee, one copy supplied to the Union Representative, and one copy placed in the employee's personnel file.

Step 4: One Day Suspension

Given by the Department Head based on recommendation of the supervisor. A one day suspension without pay will serve as a warning to

Discipline (Cont.)

the employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee, New Jersey State Department of Personnel (Form CS-379), and Union representative, and one copy placed in the employee's personnel file.

Step 5: Three Day Suspension

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

Step 6: Five Day Suspension

Given by the Department Head. A five day suspension without pay will serve as a final warning to the employee of the continued seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee, New Jersey State Department of Personnel (Form CS-379), a Union representative, and one copy placed in the employee's personnel file.

B. Any employee who receives a written warning for a minor offense or who is given a suspension for a minor offense shall have a copy of the action taken placed in his/her personnel file where it will be kept for a period of one year providing that no reoccurring minor disciplinary action was taken against the employee in the same twelve (12) month period. If there is a minor disciplinary action

Discipline (Cont.)

taken within the same 12-month period, the file shall be kept until such time that there is a period of one year without minor disciplinary action at which time the record of minor discipline shall be removed from his/her file.

C. Suspension, Fine and Demotion for Disciplinary Purposes

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

1. An employees shall be served with written charges and have the right to appeal to the New Jersey State Department of Personnel when he or she is: demoted; fined or suspended for more than five (5) working days at any one time; suspended or fined for five (5) working days or less, where the aggregate number of days suspended or fined in any one calendar year is 15 working days or more; or the last suspension or fine is appealable where an employee receives more than three (3) suspensions or fines of five (5) working days or less in a calendar year. The New Jersey State Department of Personnel shall have the power to revoke or modify the action of the appointing authority except that removal from service shall not be substituted for a lesser penalty;

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

Discipline (Cont.)

3. No suspension shall exceed six months, except for suspensions pending criminal complaint or indictment;

D. Removal

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

E. Causes for Removal

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

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty; and
8. Other sufficient cause.



Discipline (Cont.)

G. N.J.A.C. 4A:2-2.5 and 2.6 - Departmental Hearings

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

1. Demoted;
2. Fined or suspended for more than five (5) working days at any one time;
3. Suspended or fined for five (5) working days or less, where the aggregate number of days suspended or fined in any one calendar year is 15 working days or more, or;
4. The last suspension or fine is appealable where an employee receives more than three (3) suspensions or fines of five (5) working days or less in a calendar year.

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

## 28. ARBITRATION

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration, and request that a list of arbitrators be furnished to the Employer and the employee. If the Employer and the employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the New Jersey State Department of Personnel which might be pertinent, and render his/her award in writing, which shall be advisory. The cost of the arbitrator's fee shall be shared by the Employer and the Union or the employee if the Union does not pursue arbitration on the employee's behalf). Time extensions may be mutually agreed to by the Employer and the employees.

### 28B. Specific Issue Arbitration

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

29. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES

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

30. SEPARABILITY CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any employee or group or employees is held to be invalid by operation of law or by a Court or tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall remain in full force and effect.

B. The Employer and the Union shall re-negotiate a replacement provision that shall supersede the invalid provision. Said re-negotiation shall commence no later than thirty (30) days following the termination of the invalid provision.

31. ECONOMY LAYOFFS

The Employer agrees that in the event of employee layoffs for bona fide economy reasons with good faith demonstrated on the part of the Employer and 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 the New Jersey State Department of Personnel 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 New Jersey State Department of Personnel Rules.

32. RECLASSIFICATION SURVEY

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

33. RULES OF EMPLOYER

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

34. PERSONNEL FILES

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

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

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

D. It is understood that an employee shall receive a copy of any derogatory or disciplinary document being placed in his/her personnel file, and shall also have the opportunity to initial and respond to same prior to placement.

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



Personnel Files (Cont.)

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

35. EDUCATIONAL GRANTS

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

36. BULLETIN BOARD

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 bulletin board will not be used by the Employer.

37. MILEAGE ALLOWANCE

Whenever an employee is required to use his/her personal vehicle to travel to and from other County Juvenile Facilities, they shall be paid a per-mile allowance of twenty-two (22¢) cents. Additional expenses such as parking, tolls, etc., shall be paid upon submission of a receipt and voucher.

37A. MEAL ALLOWANCE

In addition, a six dollar twenty-five cent (\$6.25) meal allowance will be paid to an employee traveling to another County Juvenile Facility only in the event the other County Institution does not furnish a meal.

38. EMERGENCY SITUATIONS

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

39. 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.

It is further understood that the Employer shall have the direction of the working force, the right to plan the operations, the right to hire, the right to determine the qualifications of applicants for employment, and the right to determine the number and class of employees to be retained in employment. The Employer also retains the right to impose discipline for just cause, including violation of rules and regulations, or other misconduct, subject to the right of the employee adversely affected to appeal through the grievance procedure as specified herein.

All provisions of the Department of Corrections and Youth Services concerning emergencies, announcements, staffing or any unforeseen occurrences will be observed in the interest of maintaining a proper and a safe operating Correctional Facility.

40. COMPUTATION ERRORS

During the term of this Agreement, all computation errors shall be corrected and all corrections shall be made retroactive to the date of the error.

41. SAVINGS CLAUSE

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



42. NO STRIKE OR LOCK-OUT

The Union, any employee, or the Employer shall not interfere, instigate, promote, sponsor, engage in or condone any strike clause; the Employer shall have the right to discharge or otherwise discipline such employees.

43. UNION CONFERENCE DAYS

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

44. DURATION OF CONTRACT

A. It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1990 until December 31, 1992.

B. All provisions therein negotiated for contractual year January 1, 1990 until December 31, 1990, unless otherwise provided, shall be retroactive only to January 1, 1990. All provisions therein negotiated for contractual year January 1, 1991 until December 31, 1991, unless otherwise provided, shall be retroactive only to January 1, 1991. All provisions therein negotiated for contractual year January 1, 1992 until December 31, 1992, unless otherwise provided, shall be retroactive only to January 1, 1992.

C. This Agreement may be reopened for January 1, 1993 contract negotiations by either party upon notice in writing at least sixty (60) days and not more than one hundred twenty (120) days prior to December 31, 1992

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