

AGREEMENT

BETWEEN

COUNTY OF MIDDLESEX COUNTY

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL #3451

January 1, 2005 through December 31, 2008

HAZMAT

SEP 08 2006

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PREAMBLE

THIS AGREEMENT made the 30th day of July, 2006 between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter referred to as the "Employer"), and I.A.F.F., Local #3451 (hereinafter referred to as the "Union"); WHEREAS, the Union has been selected as the bargaining agent for the employees defined in accordance with the Public-Employee Relations Act as amended, and said Union has been certified as such by the Public Employment Relations Commission; and

WHEREAS, the Union and the Employer have engaged in negotiations; Now, therefore, subject to law as herein provided and in consideration of the following mutual promises, covenants, and agreements contained herein, the parties agree as follows: The County hereby recognizes I.A.F.F., Local #3451 as exclusive bargaining representative for all employees, in all departments, whose classifications are covered in PERC, Docket No. RO-93-9 regardless of employee's permanent or provisional status, except for exclusions either negotiated or determined by PERC to be ineligible titles.

ARTICLE 2

MANAGEMENT RIGHTS

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

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

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

ARTICLE 3

MAINTENANCE OF WORK OPERATIONS

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

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

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

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

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

ARTICLE 4

GRIEVANCE PROCEEDURE

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

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

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

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

Step One: The Union shall present the employee grievance or dispute to the employee's immediate supervisor within ten (10) working days of its occurrence, or within (10) working days after the employee knew or should have known of its occurrence. Failure to act within said time period shall be deemed to constitute an abandonment of grievance. The supervisor should respond in writing within five (5) working days.

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

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

1. Specific Issue Arbitration

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

2. Procedures

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

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

c. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter, in any way, the provisions of this Agreement or any amendment or supplement thereto.

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

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

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

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

ARTICLE 5

SALARIES AND LONGEVITY

A. All eligible employees shall be entitled to longevity payments as follows based upon their salary as of December 31, of the immediately prior year before Negotiated Wage Increases are applied:

1. Upon completion of 8 years of service and less than 15 years 4% of base salary.
2. Upon completion of 15 years of service and less than 20 years 6% of base salary.
3. Upon completion of 20 years of service and thereafter 8% of base salary.

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

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

D. (1) Effective January 1, 2005, all eligible employees in this bargaining unit will be subject to and receive a 3.0 % Negotiated Wage Increase ("NWI"), which increase shall be added to the employees' base salary as of December 31, 2004.

(2) Effective January 1, 2006, all eligible employees in this bargaining unit will be subject to and receive a 4.0% Negotiated Wage Increase, which increase shall be added to the employees' base salary as of December 31, 2005.

(3) Effective January 1, 2007, all eligible employees in this bargaining unit will be subject to and receive a 4.25% Negotiated Wage Increase, which increase shall be added to the employee's base salary as of December 31, 2006;

(4) Effective January 1, 2008, all eligible employees in this bargaining unit will be subject to and receive a 4.5% Negotiated Wage Increase, which increase shall be added to the employee's base salary as of December 31, 2007.

E. Base Salary Adjustment

(1) Effective January 1, 2004, starting base salaries for job titles in this unit that were at \$25,000.00 shall be increased to \$30,000.00.

F. Performance Evaluation

The parties shall continue their performance evaluation policy in place as of December 31, 2002. Any change, improvement or amendment or such policy shall be made only after negotiation and agreement of the parties.

1. For the year 2005 all eligible and qualified employees in the bargaining unit shall be entitled to receive a performance evaluation increase of \$300.00 to be included in base salary effective January 1, 2006, after computation of the NWI for that year. See paragraph 4 below for performance incentives for 2006, 2007 and 2008.

2. In the event an employee is on authorized leave during the rating period, they shall be rated as soon as practicable after their return to active employment and any performance evaluation increase shall be pro-rated upon the completion of the evaluation process.

3. In the event an employee does not receive a favorable performance rating, they shall forego the payment in the calendar year following such rating.

4. Incentive increases for the term of the contract shall be: 2005 - \$300.00; 2006 - \$400.00; 2007 - \$500.00; and 2008 - \$500.00 and applied as provided in paragraph 1.

G. SALARY RANGES

The salary ranges and job titles of bargaining unit members of Local #3451 may be found in Appendix "B"- Recognition.

H. WAGE INCREASE ELIGIBILITY

All employees on approved leave of absence on the effective date of wage increases (that is, the date the Contract is executed by both parties to it) shall receive wage increases upon their return to employment. All employees hired on or after the effective date of wage increases will be hired at least at the new minimum rate. Employees not on the County payroll when this contract is executed by both parties shall not be eligible for any retroactive increases.

I. COMPENSATORY TIME

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

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

J. SHIFT DIFFERENTIAL (See Article 19).

ARTICLE 6
HOURS OF WORK AND OVERTIME

A. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head or his/her designee. The reasons for the granting of overtime shall be noted by management on the time report along with a amount of overtime (time-in -time-out) and certified by the Department Head. Overtime shall be based on seniority and allocated on an equalized basis. Seniority shall be based on length of employment with the County of Middlesex.

B. Overtime compensation shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate of pay.

C. Overtime will be calculated on a weekly rather than daily basis. Time-and-a-half will begin after the 40th hour for 40-hour per week employees and after the 35th hour for 35-hour per week employees. Authorized paid holidays, vacation, bereavement and personal time, but not comp time or other paid leave time, except as is noted below, shall count toward the 35 or 40-hour calculation. Unpaid or unauthorized leave shall not be counted. Paid sick-time taken or scheduled in advance of an employee's overtime, or sick time accompanied by a doctor's note or otherwise authorized by the employee's supervisor or designee pursuant to N.J.S.A. 4A:6-1.3 g & h shall also count toward the calculation of overtime. For emergency work see attached Appendix "A".

D. "On Call" pay shall be \$200.00 per week for each week an employee is "oncall", effective January 1, 2004. (This is not retroactive). On-call shall continue to be \$100.00 for the year 2003.

E. If an employee is called in or back to work by any Department Head or his/her designee, non contiguous with his or her regularly scheduled work day, the employee shall work a minimum of four (4) hours, and be paid at the rate of time and one-half (1 1/2) in pay. If the

"call in" occurs on a holiday, the employee also shall work a minimum of four (4) hours, and be paid at the applicable holiday rate of pay. The Employer shall have the right to retain the employee for the full call out period. Time is calculated from the time the employee reports to the job. An employee is entitled to only one call-out payment for every four (4) hour period.

1. Employees who are called out and report in to work for a period of up to two (2) hours prior to the commencement of their normal shift shall be paid time and one-half (1 ½) for the time worked and not be entitled to a minimum of (4) hours. If called in more than two (2) hours prior to the commencement of the shift, the employee shall be entitled to the minimum of four (4) hours. If the "call in" occurs on a holiday, the employee also shall receive a minimum of four (4) hours pay at the applicable holiday rate of pay. The Employer shall have the right to retain the employee for the full call-out period. Time is calculated from the time the employee reports to the job. An employee is entitled to only one call out payment for every four (4) hour period.

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

F. Employees requested or scheduled to work in excess of the normal workweek and/or the sixth consecutive day, shall be paid at the rate of time and one-half (1 1/2) for all overtime hours worked. Employees working a seventh consecutive day will be paid at the rate of time an one-half (1 1/2) for the first four (4) hours of work. The second four (4) hours worked will be paid at a double time (2) rate of pay. Employees working either a thirty five (35) hour week (Fire Instructors) or a forty (40) hour week (Hazardous Material Employees) will be subject

to and receive pay equivalents based on the said rates of pay for a seventh (7th) consecutive day of work.

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

H. Only employees who either are on the County payroll and working for the County, or are on authorized leave, when this contract is signed by the County shall be eligible for retroactive payments, including but not limited to overtime payments, pursuant to this contract.

I. In all 24-hour 7 day/week agencies employees working regular shifts on a holiday will receive 2 1/2 times pay (1 day holiday pay and 1 1/2 time for working). The current policy will remain in effect for S-day single shift operations. In order to be eligible for holiday pay, unit members must work their scheduled day immediately prior to and after the holiday, unless they are on an authorized leave.

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

K. Overtime shall be on an equalized basis provided the employee has the ability to perform the overtime assignment as solely determined by management. There is no guarantee of overtime. However, when overtime is required or available, such overtime will be assigned to those employees in the department who normally perform said work. Overtime opportunities will first be offered to the most senior employee who normally performs said work; should the most

senior employee refuse the opportunity, it shall be offered in descending order of seniority; if no one accepts the opportunity, the least senior employee will be required to work the overtime.

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

M. A written schedule shall be posted at all times, and kept current indicating the overtime hours worked by each employee. Overtime will be reviewed on a semi-annual basis to ensure equal distribution.

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

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

P. Any employee who works emergency work as determined by management will be subject to a receive payment of wages in the following manner: Employees working twenty-four (24) continuous hours shall receive a rate of pay at time and one-half (1½) for the first twenty (20) hours worked. The remaining four (4) hours shall be paid at a double time rate of pay. If any employee continues to work beyond a continuous twenty-four (24) hour period, the rate of pay will revert back to previous twenty four (24) hour rate of pay cycle.

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

1. Proper employee grouping as designated by the Department Head, Director, or his/her designee shall be maintained.
2. Work schedules and assignments are to be met within required time frames.
3. Working hours: Starting and finishing times are to be observed in accordance with flextime scheduling.

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

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

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

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

R. Emergency Closing

The Union will agree to the County's Emergency Closing Policy as long as:

- a. Essential employees are defined by title rather than name.
- b. Employees will stay as long as required.
- c. They get overtime when called in to work not during his/her regular shift
- d. Vacation or sick time can be used if pre-approved accompanied by doctor's note or approved by the employee's supervisor or designee pursuant to N.J.A.C. 4A:61.3 g & h.
- e. Employees may be required to work if needed. If not all employees are needed, those who stay or leave will be determined by management based on seniority, training, experience and suitability for the assignments to be covered. Management determines the number of staff needed, the length of time called for and the length of stays. SEE APPENDIX "A".

S. Four-day Work Week

The County shall have the right to establish 4-day work schedules, at its option, to overlap existing shifts. Management has right to assign titles to the 4-day schedule. Within title, employees will either bid on a seniority basis or work rotating shifts at the Union's option. Management agrees, to the extent possible, to make the new schedule voluntary but has the right to assign appropriate employees. There will be no shift differential.

T. Pay Periods

The Union will agree to change to semi-monthly rather than bi-weekly pay, if other bargaining units agree and the County elects to change over.

ARTICLE 7

VACATIONS

One day per month in first calendar year for each month of service.

Completion of one (1) year through completion of five (5) years... 12 days.

From completion of five (5) years through completion of nine (9) years... 15 days

From completion of nine (9) years through completion of twelve (12) years... 16 days.

From completion of twelve (12) years through completion of twenty (20) years...20 days.

Twenty-one (21) years forward...25 days.

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

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

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

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

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

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

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

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

ARTICLE 8
SICK LEAVE

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

B. A new employee shall earn sick leave at the rate of one and one-quarter (1 1/4) days per month on a month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st, based upon the above formula of one and one-quarter (1 1/4) days per month. Thereafter, on January 1st of each year, all employees shall be credited with fifteen (15) days for that calendar year.

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

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

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

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

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

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

G. In charging an employee with sick leave, the smallest unit to be considered is one-quarter (1/4) of a working day.

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

I. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge in accordance with Department of Personnel regulations.

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

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

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

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

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

P. Employees covered under the terms of this Agreement shall be entitled upon retirement within meaning of PERS to receive a lump sum payment, as supplemental compensation, which

sum shall be computed at the rate of one-half (1/2) of the employee's daily rate of pay for every full day at the time earned of unused accumulated sick leave (not to exceed \$15,000) certified by the Personnel office on the effective date of his/her retirement.

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

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

It is understood that this leave is subject to the approval of the Board of Chosen Freeholders. A leave of absence without pay may be granted to an employee for up to six (6) months for legitimate personal reasons. Such leave may be extended for an additional six (6) months at the request of the employee. Legitimate personal reasons shall include, but not limited to, educational leave, union leave, maternity, paternity leave, family leave, or adoption leave.

S. Sick Time Verification

The Union agrees to the County's sick-time verification policy for any position required to be filled with an overtime slot if the employee is absent. Existing sick-time verification policy will remain in effect for positions which need not be filled when employee is out. See attached Appendix "C".

ARTICLE 9

BEREAVEMENT LEAVE

A. In the event of death of:

1. The employees spouse, child, parents or spousal relationship, the employee shall be granted time off without loss of pay from the day next following the day of death, but in no event shall said leave exceed four (4) working days;

2. The employee's brother, sister, grandparents, grandchildren, or relative continuously residing in the employee's household, the employee shall be granted time off without loss of pay from the day next following the day of death, but in no event shall said leave exceed three (3) working days;

3. The employee's current in-laws, aunts, uncles, nieces and nephews, the employee shall be granted time off without loss of pay for the day next following the day of death, but in no event shall said leave exceed one (1) working day.

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

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

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

E. There shall be no annual cap for bereavement leave.

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

ARTICLE 10-MEDICAL BENEFITS

A. Vision Care

The County shall reimburse costs of vision care for its employees who have been continually employed for more than sixty days to the extent set forth below. The vision care allowance shall be limited to payments every other year or not more than every two calendar years. This benefit shall not be cumulative.

Eye Examination	\$50.00
Lenses and Frames	<u>\$90.00</u>
Maximum	\$140.00

B. Dental Coverage

The County shall provide an appropriate dental care plan whose benefits and provision shall be the substantial equivalent of the dental care plan in place for employees as of December 31, 1998. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty days notice to the Union representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection to such County action the parties shall enter into good faith negotiations regarding the adoption of any new dental plan with due regard for competitive availability of equivalent plans, relative costs and benefits and ease of administration of benefits.

1. Employee contributions to premiums for the approved dental care plan shall continue at the same level and frequency as provided for in the collective bargaining contract in effect on December 31, 1998. Any annual increase in said contributions shall not exceed 14.99% of previous annual premium.

2. The County is not and shall not be required to provide Dental Expense Coverage to current or future retirees unless otherwise agreed to by a collective bargaining agreement.

C. Health and Hospitalization Insurance

1. Eligibility

All County employees on the County payroll for not less than sixty (60) days or on July 1, 1999 whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the County offered medical insurance plans subject only to the provision and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered program and their selection of a specific plan.

2. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCIF, shall continue to provide to all eligible employees and qualified dependants on the payroll as of June 22, 2001 the (3) HMO options, as available on January 1, 1999 equivalent to the pre-existing plans POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who have been enrolled in the Traditional Indemnity Plan as of June 22, 2001 shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date. Employees and their eligible dependents currently enrolled in any other medical care plan may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter the State

Health Benefits Plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into negotiations regarding the applications of this contract.

3. Employee Contribution in Premium Costs

a. All eligible County employees on the payroll or on authorized leave as of June 22, 2001 shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the employee for as long as they are continuously so employed. Employees who separate from County service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of resignations, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service.

b. Employees who enter County service or become eligible for medical insurance coverage after June 21, 2001 ("new hires") shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in C, 2 above except all employees hired after June 21, 2001, referred to as "new hires" may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.

c. New hires, as set forth above, whose annual base salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage.

d. New hires, as set forth above earning an annual base salary in excess of \$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an employee's raise or promotion moves them beyond \$25,000 but less than the amount of the

required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

<u>Salary Level</u>	<u>% of Costs of Selected Plan</u>	<u>Annual Ceiling of Contributions</u>
\$25,001 - \$30,000	25%	\$400
\$30,001 - \$35,000	35%	\$650
\$35,001 - \$40,000	45%	\$900
\$40,001 - \$45,000	55%	\$1,250
\$45,001 - \$50,000	65%	\$1,500
\$50,000 +	75%	\$1,750

e. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year.

The County may not increase or alter an employee's required contribution at any other time.

4. Prescription Coverage

The County shall continue its 1998 level of prescription coverage for all present and future employees for the term of this contract. Eligible employees and their dependents shall not be required to make co-payment for generic drugs prescribed by duly licensed physician. Eligible employees and their dependents who desire or require brand name prescription drugs shall be required to make a co-payment of three (\$3.00) dollars.

5. Retirement Benefits

a. Retired County employees and qualified dependents shall continue all benefits due them under the terms of the contract in force as of December 31, 1998 including prescription

coverage as herein defined. Retired County employees may not have their benefits reduced or costs increased except upon some act of the Legislature of New Jersey, the Congress of the United States or an order of a Court of competent jurisdiction.

b. The County shall continue to provide fully paid medical benefits to employees who honorably retire after twenty five (25) years of credited public service as described by state statutes and criteria of the New Jersey Dept. of Personnel; and employees who qualify for and are approved by New Jersey Department of Personnel for receipt of disability retirement benefits.

c. Retired employees as described in paragraph 2 above shall be entitled to the same level of prescription benefits as active employees. Retired employees shall not be entitled to dental benefits unless so offered by the County at some later date at the County's discretion and terms.

6. Administration

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the County to pay such claim upon adequate submission of supporting documentation. When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding assignment or subrogation agreement from the employee to the extent of payment made on the employee's behalf

ARTICLE 11

HOLIDAYS

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

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

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

C. Any holiday which falls on Saturday shall be celebrated the preceding Friday.

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

ARTICLE 12
WORK-INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report whenever possible and in no event later than forty eight (48) hours thereafter to the Department Head if earlier notification is not possible.

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

C. Whenever an employee is injured or disabled as a result of or arising out of his/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 may receive as Workers' Compensation, temporary disability or legal settlements arising out of his injury.

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

1. As soon as possible, but no later than forty eight (48) hours after the occurrence of an injury covered by this section, the injured employee shall complete the customary injury

report(s) required by the State of New Jersey Department of Labor and Industry. Such forms may be obtained from the Director of Personnel and Employee Relations.

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

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

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

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

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

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

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

F. All of the requirements of N.J.S.A. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex 4A-13.6 or any amendment or supplement thereto.

ARTICLE 13
MILITARY LEAVE

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

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

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

ARTICLE 14

JURY LEAVE

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

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

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

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

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

ARTICLE 15
DISCRIMINATION AND COERCION

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

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

ARTICLE 16

PROBATIONARY PERIOD

A. All employees hired during the term of this Agreement shall serve a probationary period of three (3) months from the date of hire. During this probationary period, the County reserves the right to terminate a probationary employee for any reason. An employee if terminated shall not have recourse through the grievance procedure set forth in this Agreement.

ARTICLE 17

SEPARABILITY

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

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

ARTICLE 18
PERSONNEL FILES

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

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

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

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

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

ARTICLE 19

SHIFTS

A. A first shift shall be defined to mean between the hours of 7:15 a.m. and 4:00 p.m. or any reasonable variation thereof.

B. A second shift shall be defined to mean between the hours of 3:15 p.m. and 12:00 midnight or any reasonable variation thereof.

C. A Shift for Fire Instructors shall be defined to mean between the hours of 8:30 a.m. and 4:15 p.m. or any reasonable variation thereof.

D. Unit members who are assigned to work on the second shift shall be entitled to receive a shift differential for work on that shift of \$.60 per hour. (This provision does not apply to work after the second shift).

E. Management reserves the right to make shift assignments as it deems appropriate to best satisfy staffing needs.

ARTICLE 20

PERSONAL DAYS

A. Employees covered under this Agreement shall be allowed four (4) personal leave annually. Such leave shall be non-cumulative.

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

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

ARTICLE 21

SAFETY

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

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

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

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

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

F. Driver's License

The County shall have the right to check valid driver's licenses of employees operating County vehicles or operating personal vehicles in performance of job duties at any time. Such employees are obligated to report loss or revocation or suspension of driving privileges.

ARTICLE 22

MISCELLANEOUS

A. MEAL REIMBURSEMENT

1. The meal allowance shall be the rate of eight dollars (\$8.00). The meal hour shall commence when the employee has worked one and one-half (1 1/2) hours past their normal shift.

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

0 -	less than 1 ½ hours =	no meal
1 ½ -	less than 7 ½ hours =	1 meal
7 ½ -	less than 13 ½ hours =	2 meals

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

3. Any employee who is required to work through his/her regular lunch period shall be paid at the rate of time and one-half (1 1/2) for the lunch time worked. Employees who are called in to work not connected with their regular hours of work for a period of time exceeding two (2) hours will receive a paid lunch after six (6) hours of work. Employees called in for a period of two (2) hours connected with their regular shift will not be subject to receiving a paid lunch until after completing their regular shift hours of work.

4. Only employees who are either on the County payroll and working for the County, or are on authorized leave, when this contract is signed by the County shall be eligible for retroactive meal reimbursement pursuant to this contract.

B. UNIFORM MAINTENANCE ALLOWANCE

Unit members shall receive a one time per year uniform maintenance allowance of \$500.00 to be paid to each eligible unit member for the years 2007 and 2008, with each payment to be made no later than July 1, 2007 and, July 1, 2008. This allowance shall not affect initial

issue or replacement, which shall be continued. To be eligible the unit member shall have been on the County payroll as of the date this contract is approved by the Union through the date of payment of allowance.

C. EMPLOYEE EXPENSES

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

D. MILEAGE ALLOWANCE

Whenever an employee shall be required to use his/her personal vehicle in any Employer-connected business, he/she shall be entitled to the allowance as established by the policy of the Middlesex County Board of Chosen Freeholders. Additional expenses such as parking, tolls, etc. shall be reimbursed to the employee upon submission of a receipt and voucher.

E. NEW EMPLOYEES

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

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

F. RECLASSIFICATION SURVEY

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

G. CORRECTIONS OF PAYCHECK ERRORS

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

H. CONSOLIDATION OF DEPARTMENTS

The impact of any consolidation of any Departments shall be discussed with the Union President or his/her designee.

I. C.D.L. LICENSURE

The County of Middlesex agrees to pay the fee for any commercial drivers license or subsequent renewals upon the execution of this Agreement.

J. ALCOHOL AND SUBSTANCE ABUSE POLICY

The Union agrees to the County's Alcohol and Substance Abuse Policy a copy of which is attached hereto as Appendix "D".

ARTICLE 23
RULES AND REGULATIONS

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

ARTICLE 24
DISCHARGE AND DISCIPLINE PROCEDURES

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

2. The Employer shall apply the following principles of progressive discipline for employees covered under the terms of this Agreement with respect to recurring minor offences of the same nature as more fully set forth in NJAC 4A:2 2.1. et seq.

First Offense: Oral Warning

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

Second Offense: Written Warning

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

Third Offense: Written Warning

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

Fourth Offense: One Day Suspension

Given by the employee's Department Head based on recommendation of the supervisor. A one-day suspension without pay shall serve as a warning to the employee of the seriousness of

the situation, and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using Form CS 379 to a Union representative and one copy shall be placed in the employee's personnel file.

Fifth Offense: Three Day Suspension

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

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

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

(1) An employee who shall be suspended, or demoted more than three (3) times in any one year (one year being from date of first suspension, fine, or demotion to one year there from), or more than five (5) days at one time, or for a period of more than fifteen (15) days in the aggregate

in any one (1) year shall be served with written charges and have the right to appeal the last disciplinary action to the Department of Personnel;

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

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

(IV) No suspension shall exceed six (6) months except for suspensions pending criminal complaint or indictment, which shall be in accordance with N.J.A.C. 4A:2-27.

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

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

- a) Competency, inefficiency or failure to perform duties;
- b) Insubordination;
- c) Inability to perform duties;
- d) Chronic or excessive absenteeism or lateness;
- e) Conviction of a crime;
- f) Conduct unbecoming a public employee;

- g) Neglect of duty;
- h) Misuse of public property, including motor vehicles; and
- i) Other sufficient cause;

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

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

- a. Removal;

- b. Suspension of more than five (5) days at one time. The last suspension or fine of an employee for five (5) days or less shall be reviewable where an employee's aggregate number of days suspended or fined in any one (1) calendar year is fifteen (15) days or more. Where an employee receives more than three (3) suspensions or fines of five (5) or less days in a calendar year, the last suspension or fine is reviewable;

- c. Disciplinary demotion;

- d. Good faith of a layoff; and

- e. Release at the end of the work test period for unsatisfactory performance.

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

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

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

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

ARTICLE 25
SAVINGS

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

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

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

1) Clearly enunciated and explicitly acted upon; and

2) Readily ascertainable over a reasonable period of time as a fixed and established benefit accepted by both parties.

ARTICLE 26
UNION SECURITY

A. Representative Fee

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

B. Procedure

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

2. Payroll Deduction Schedule: The County will deduct the representation fee in equal installments biweekly, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question, and will make every effort to transmit the collective monthly dues to the Representative Union by the fifteenth (15th) of the following month. No deductions will be made the last pay period of June and December.

The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the County; or (b) thirty days after the employee begins his/her permanent employment in a bargaining unit position.

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

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

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

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

E. Upon the receipt of a lawfully executed written authorization from an employee, the County agrees to deduct the regular monthly dues of such employee from his/her paycheck and remit such deduction to The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted.

F. The provisions of this Article shall not be retroactive. When the County signs this contract, the provisions of this Article shall be prospective from execution of the contract by the County

ARTICLE 27
UNION REPRESENTATIVES - RIGHTS AND PRIVILEGES

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

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

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

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

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

F. Whenever a representative of the Union of any employee is required by the Employer or the Union to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, disciplinary hearings, unfair practice charges, or formal conferences within the County complex, the employee shall suffer no loss in pay.

G. PERC attendance shall not exceed three (3) Union representatives with no loss in pay.

H. The Union shall have the use of the bulletin boards and inter-office mail for official Union business.

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

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

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

L. The Union Local President and State delegate, or their designees may be granted an aggregate of six (10) days total unpaid leave and six (10) paid leave days per year to be used among them to attend union conventions, conferences, seminars and meetings of the State and National Firefighters Association, approval for which must be requested in writing to the Department Head no less than thirty (30) business days prior to the first day of such event (for scheduling and coverage purposes), and otherwise subject to management approval, which shall not be unreasonably withheld. (This provision shall be prospective from the date on which the union signs this contract.)

ARTICLE 28
PROMOTIONS, SENIORITY AND LAYOFF

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

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

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

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

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

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

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

to Department of Personnel Rules and Regulations shall be entitled to a pro-rata share of any retroactive wage increases as enunciated in Article 5 of this Agreement.

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

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

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

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

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

M. Written notice of any and all promotions shall be sent to the Union President and/or his or her designee.

ARTICLE 29

A. VIDEO DISPLAY TERMINALS.

1. Training should be provided.
2. Chairs should be provided that are adjustable in height and the angle of the back support.
3. The work station should be designed to provide for independent adjustment of the keyboard height, screen height and position (if available in said equipment).
4. Other accessories which are required on an individual basis such as foot and wrist rests, antiglare screens, anti-static pads or spray, etc., should be provided.
5. Where practicable, the work station should have direct sunlight shaded, and operators should be seated at right angles to any windows to avoid seating arrangements that have the operator facing the window.
6. Where practicable, non-fluorescent lighting should be provided for each work station. All existing fluorescent lighting should be modified to lessen or reduce glare.
7. The work space should be free of any potential electrical hazards, including exposed wires or exposed extension cords.
8. Break times should be varied for full-time VDT equipment, they should also try to budget for proper furniture to arrive at the same time.
9. Upon submission of proof satisfactory to the Personnel Department that an employee is physically incapable from operating a VDT terminal due to injury, disability or pregnancy, the employer should make every effort to assign such employee to appropriate, alternative duties in the same title for the period of such disability, provided that such temporary assignment shall not exceed one year.

B. SEXUAL HARASSMENT POLICY

Should any bargaining unit member have a question regarding the above referenced policies they should contact either the Middlesex County Affirmative Action Officer concerning issues of sexual harassment or the main number of the Personnel Department concerning the childcare reimbursement policy.

C. CHILD CARE REIMBURSEMENT POLICY

1. For the prospective duration of this agreement the weekly child care reimbursement

for bargaining unit employee's is as follows:

- a) \$18,000.00 or less per annum will be \$40.00 per week.
- b) \$18,001 to \$25,000 per annum will be \$35.00 per week.
- c) Employees over \$25,000 per annum through \$60,000 per annum will be at \$20.00 per week.

ARTICLE 30
TUITION AID

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accordance with the policies and procedures established for the Middlesex County Tuition Aid Program, (subject to the availability of existing funds.)

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

ARTICLE 31
JOB POSTING AND VACANCIES

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

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

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

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

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

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

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

ARTICLE 32
FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties.

ARTICLE 33
DURATION

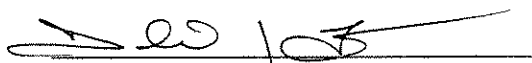
This Agreement shall be in full force and effect as of the date of signing and remain in effect to and including December 31, 2008 without any reopening date. The Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 2008.


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

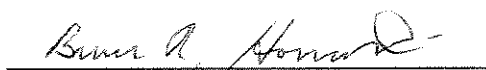
SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #3451



Union President


Union Secretary


Union Representative

BOARD OF CHOSEN FREEHOLDERS


Margaret E. Pemberton
Clerk to the Board


David B. Crabiel, Director
Board of Chosen Freeholders

APPROVED AS TO FORM AND LEGALITY:


ERIC M. ARONOWITZ, ESQ.
FIRST DEPUTY COUNTY COUNSEL

APPENDIX "A"
COUNTY EMERGENCY CLOSING POLICY

1. **EMERGENCY DECLARATION:** The policy applies when all or part of County operations are shut due to an official declaration by the Office of the County Administrator, Official announcements will be carried on (radio station) and information can be obtained by calling 1-800 _____.
2. **ESSENTIAL v. NON-ESSENTIAL:** When there is an emergency shut-down declared by the County Administrator, the County shall determine the manning requirements of essential personnel. Each department head may determine a list of essential positions in advance of any such emergency, but it remains in the discretion of the County to determine-additional essential personnel depending upon the circumstances of a particular emergency shut-down.
3. **RESTRICTION ON PAID TIME OFF:** In an emergency shut-down, essential personnel will not be permitted to utilize paid time off (including personal and sick days) without the express approval of their department head.
4. **PREMIUM TIME:** Essential employees will not be paid premium or any additional compensation merely due to the fact that they are required to work during an emergency shut-down. However, other collective bargaining agreement provisions, which apply independent of emergency shut-down situations, will continue to be enforced. It is the policy of the County that employees whose positions are deemed essential shall be required to work during emergency shutdowns as part of their duties as a County employee.
5. **NON-ESSENTIAL EMPLOYEES:** Non-essential employees ordered not to work as the result of an official emergency shut-down of all or part of County operations shall receive regular compensation for the period of the shut-down not to exceed eight hours regular pay, irrespective of the length of the shut-down. Such limitation is subject to extension in the discretion of the Board of Chosen Freeholders.
6. County's policy with regard to inclement weather is hereby reaffirmed: It is not the policy of Middlesex County to shut down merely because of inclement weather conditions. Absent declaration of a state of emergency by County Administrator, all employees will continue to work as in the case of a regular business day.

APPENDIX "B"
RECOGNITION

The Union is hereby designated as the exclusive bargaining agent for all hazardous materials employees and full-time instructors employed by the County of Middlesex in the following ranges. All other titles are excluded.

January 1, 2005 – December 31, 2008

Hazardous Materials Technician (I)	\$31,500 - \$61,055
Hazardous Materials Technician (II)	\$33,000 – \$70,220
Fire Instructor (Full-Time)	\$28,000 - \$58,384
Hazardous Materials Responder (Operations)	\$30,000 - \$57,517

Part-time employees shall receive pro-rated benefits as indicated herein.

Any new title authorized 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 Employment Relations Act.

APPENDIX "C"

Paid Sick Leave must not be used for purposes other than those permitted by law. An employee on sick leave is being paid by the County and for that reason, the County may impose certain restrictions on the employee during the employee's scheduled shift. The purpose of this policy is to provide the County with the means to verify that an employee is not using sick leave for other than its intended purpose.

The following rules shall apply for the verification of sick leave:

1. The employee must call in at least 2 hours before the start of the scheduled shift.
2. The employee must advise of the nature of the illness.
3. The employee must advise of the expected duration of the illness.
4. It shall be the responsibility of the employee to be accessible by telephone at the employee's residence for the duration of the employee's shift.
5. If the employee is not to be at home during sick leave, the employee must so notify, in advance, the employee's supervisor (or his designee) of (a) the address of where the employee will be; (b) the times the employee will be there; (c) a telephone number at which the employee will be personally accessible and (d) the reason for leaving the home.
6. In the case of doctor visits (and to pick up medication), the employee shall advise his/her supervisor (or supervisor's designee), in advance of the visit, of the name of the doctor, the doctor's telephone number, and the time of the scheduled appointment. The employee must contact the supervisor when employee returns home.

7. The County, in its discretion, may choose to verify sick leave through home visits or telephone contact. IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO COME TO THE TELEPHONE PERSONALLY. An employee is not permitted to use a beeper or answering machine to screen calls.
8. Medical Documentation: An employee is required to provide verification of sick leave when an employee is out sick more than 15 days in a calendar year or when an employee is out sick 5 consecutive days. The County will reimburse the employee half the amount toward the cost of obtaining such verification. (NOTE: Documentation can be required from first day of illness.) "Verification" means that the employee is required to provide a written statement by a reputable treating physician substantiating any illness. The physician certification must indicate that employee was not physically able to perform any duty connected with his/her job and must give a diagnosis of illness. The County may require the employee to submit to examination by a physician appointed by the County.
9. Examination BY County Physician- Pattern Absence/Suspicion of Abuse: In cases (1) where the County has reasonable suspicion that an employee has abused sick leave; (2) where an employee has demonstrated a pattern in the use of sick leave (for example, the repeated use of sick leave on the first or last day of the work week or on the day before or after a holiday); or (3) where the employee has used 15 sick days in a twelve month period, the County may require verification of illness by a physician selected by the County. In cases where County verification is to be required, the employee will be notified, then the request for sick leave is made, to report during the shift to a designated physician at County expense.

10. The County of Middlesex views abuse of sick leave as a serious offense, which will result in employee discipline up to, and including termination of employment.

APPENDIX "D"

ALCOHOL AND SUBSTANCE ABUSE POLICY FOR ALL EMPLOYEES OF THE COUNTY OF MIDDLESEX NOT COVERED BY THE COUNTY'S CDL POLICY OR DEPARTMENTAL POLICIES FOR CORRECTIONS AND LAW ENFORCEMENT PERSONNEL

1. POLICY

- a. It is the Policy of the County of Middlesex to ban the possession, use or distribution of all illegal drugs, drug paraphernalia and the use of alcohol in the workplace or during work. It is the County's policy to prohibit any employee from participating or arranging for the sale, distribution or purchase of unlawful drugs, using unlawful drugs, abusing drugs, being under the influence of an unlawful drug or being impaired by alcohol either upon reporting to work or at any time during work hours. This prohibition does not extend to the proper, personal use of prescription, or legitimate over-the-counter drugs such as aspirin or cold remedies, to the extent that they do not impair the employee's performance of work duties.
 - b. The purpose of this policy is to provide for a safe work environment for all County employees and to provide services to the public by employees not under the influence of unlawful drugs, the abuse of drugs and/or alcohol (collectively referred to as "substance abuse and drug abuse").
 - c. The County also recognizes that alcoholism and drug addiction are diagnosable and treatable illnesses. This policy also serves to outline the procedures to be used in dealing with employees under the influence of these substances.
 - d. Employees required to have Commercial Drivers Licenses ("CDL") shall be governed by the County policy on drug and alcohol use by CDL employees except when vehicle operation is specifically addressed herein. Corrections Officers and Law Enforcement personnel subject to promulgated Departmental policies based upon guidelines provided by the Office of the New Jersey Attorney General shall be governed by their written Departmental policies, except when vehicle operation is specifically addressed herein. The policies below shall apply to all employees of the County not subject to the CDL policy or Department policies on the subjects of these rules and regulations.
2. The County realizes that there is a need to educate and train its workforce about substance abuse. In order to ensure that this policy will be properly instituted and fairly enforced, a training program for all supervisory personnel, and for all non-supervisory personnel, will be offered to all County employees. All supervisors and non-supervisory personnel will be required to attend this training. The training will be developed and conducted by The Department of Personnel.

3. DEFINITIONS

- a. "Reasonable suspicion" that an employee is using or under the influence of, or impaired by, a drug (including alcohol) may be based upon, among other things:
 - i. Observable phenomena such as direct observation of drug use, misuse and/or the physical symptoms of being under the influence of a drug; i.e., slurred speech, dilated pupils, staggering, swaying, excessive sweating, irritability;
 - ii. A pattern of abnormal conduct or erratic behavior; or the inability or significantly diminished ability to perform one or more essential work functions;
 - iii. Arrest or conviction for a drug related offense; or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, distribution or trafficking;
 - iv. Information provided from a reliable and credible source that is corroborated.
- b. "Drug and Substance" - anything which when taken into the body impairs one's ability to function as they normally would while drug-free. In this policy, the terms "Drug" and "Substance" include alcohol, any illegal controlled dangerous substance under N.J.S.A. 24:21-1 et. seq., and any legal substance obtained by prescription, over-the-counter or otherwise, whose intake/misuse impairs the individual's work performance.
- c. E.A.P. - refers to the Employee Assistance Program (See Section X below).
- d. Impairment - refers to conduct or behavior on the job of an employee who is under the influence of a drug or alcohol which renders them unable to perform one or more essential functions of their job or which puts the employee, his/her fellow employee or the public at large at risk of bodily harm or property damage. The supervisor shall identify the behavior itself and objective observable manifestations perceived to be relevant to that behavior and impairment.
- e. Prescription Drug - a drug prescribed by a licensed physician for medical use by the person whose name appears on the prescription.
- f. Over-the-Counter Drug - any drug that can be dispensed without orders from a physician.
- g. Substance - for purposes of this policy is considered either a drug or alcohol.

- h. Drug Test - a test to determine the presence of a substance or substances in the body of an employee. For alcohol, it is breath testing. For drugs, it is a urine sample analysis, currently limited to analysis using Gas Chromatography/Mass Spectrometry (GC/MS). Lab tests shall be administered through a laboratory and use proven methodology.

4. VOLUNTARY REPORTING OF SUBSTANCE USE

Employees who have experienced problems with substance abuse are encouraged to come forward and request help. The County will not take disciplinary action for substance abuse against any employee merely because they initiate a request for help. However, acts such as neglect of duty, unbecoming conduct or insubordination which have occurred, which may be due to drug or alcohol abuse, may still subject the employee to disciplinary action. The County may take into consideration mitigating circumstances before any disciplinary action is initiated against any employee who voluntarily seeks help. All information recorded voluntarily will be kept confidential and all these records will be kept separate from the employee's personnel file. Employees seeking help should contact the Employee Assistance Program.

5. REPORTING OF SUBSTANCE USE

When a supervisor, or any employee, detects symptoms which he or she believes has impaired an employee and which may be attributed in whole or part to drug or alcohol use, he or she is to deal with the situation in a rational manner. The supervisor or employee should remain calm and should not become agitated or excited. The priorities in handling this situation are:

- a. Ensure that the employee is not a danger to him/herself or others. This employee should be prohibited from operating any equipment, driving a motor vehicle or having contact with the public. The employee should be accompanied to a safe area to rest and await further instruction from a supervisor or the Personnel Department. The employee shall cooperate with their supervisor when so instructed. If an employee is believed to be under the influence of alcohol or a drug is violent, threatens violence or leaves the worksite by operating a motor vehicle, the local police or the Sheriff's Department should be contacted promptly by phone by the supervisor, if present, or by a witnessing employee if no supervisor is present.
- b. Contact the Department of Personnel at 732-745-3090 and speak to a person designated by the Director of Personnel to call such calls. The supervisor should confidentially and factually report what has been observed and the action taken.
- c. The supervisor and his supervisor or another manager should carefully observe and document the times, places and all relevant behavior symptoms being displayed by the employee. This documentation should also include the names of any other people who have witnessed these symptoms or behavior. Copies of these reports, on the form attached hereto as Exhibit " 1 ", must be hand delivered

to the Personnel Department as soon as possible but no later than the close of business on the next working day, and should be marked "CONFIDENTIAL".

- d. The Personnel Director, Department Head or Division Head or his designee shall evaluate the situation and determine the course of action to be taken. In the case of suspected substance abuse, the Personnel Director or the Appointing Authority or his designee will have the right to mandate the employee to submit himself/herself for testing and to recommend that the employee report to EAP. If testing is not mandated and/or it would present a safety hazard for the employee to return to work at that time, the employee shall be permitted to make or be given assistance in making alternative transportation arrangements to take the employee home, or to his/her own physician, or to the EAP. The employee shall be advised against driving themselves anywhere, if they do so, under their impairment is completely over or they can safely drive or find an alternate driver.
- e. The Personnel Director will notify the supervisor that the documentation has been received and that the Personnel Director, Department Head or Division Head has assumed responsibility for the handling of the case.

6. TESTING PROCEDURES

- a. It is the policy of the County, not to conduct random substance testing on its employees. The County, however, will mandate that an employee submit himself/herself for testing when the Personnel Director or designee, Department Head or Division Head has reasonable suspicion of substance use or misuse, which impairs the employee's ability to perform a function of his/her job duties. The identity of any employee who is mandated to submit to a test will be kept confidential.
- b. Failure or refusal to submit to a test, or to cooperate therewith, or any step in the procedure leading up to a test, when directed to do so by the Department Head, Division Head, Personnel Director or his designee may be considered to support a presumption of impairment and may be deemed to be insubordination, which may be grounds for discipline up to and including removal or termination.
 - i. When a test is mandated by the Personnel Director, his designee, EAP, or Department Head or his designee, the employee shall be asked to sign a statement consenting to the test and authorizing the results of the test to be forwarded to the Personnel Director. This is a step in the procedure which if not complied with by the employee may be used to support a presumption of impairment.
 - ii. Urine testing will be done through a licensed laboratory which the County Department of Personnel contracts with for such testing or on a duly tested

properly operating Breathalyzer machine. All costs of this County directed testing will be assumed by the County.

- iii. Test results are not public information, therefore they will be treated as confidential. They will be shared with the employee, the employee's supervisor (on a need to know basis), and the union (when requested by the employee in writing). The results of this test will be stored in the Department of Personnel files separate from the personnel file. Results may be released to others with written permission of the employee. The results may be used by the Department and County for grievance, disciplinary actions, or court or administrative proceedings.

- c. At the time a urinalysis is performed for the County, a split sample will be properly tagged and secured for the employee for 7 days if the result is "negative", and if the result is "positive", then the specimen is to be kept for at least 90 days so that the employee may request this sample for independent analysis. When an independent analysis is requested by an employee, it shall be made to another County approved laboratory selected by the employee. The laboratory which conducted the first test for the County will be responsible for transferring the urine sample to the second County approved testing facility selected by the employee. This will ensure the security of the sample. All arrangements and costs of this analysis will be assumed by the employee.

- d. Whenever testing off County premises is directed to be done, the Department of Personnel shall make necessary arrangements with the Sheriff's Department to transport the employee to the testing location and then either to return the employee to the worksite, or to permit the employee to make alternate travel arrangements to return home, go to EAP site or to go to his/her physician's office.

- e. A determination should be made by a Department Head or his/her designee as to what screening must be done. Alcohol screening must be done within eight hours of the incident, ideally it should be done within two hours. Controlled substances must be screened for within thirty-two hours.

- f. A Department Head or his/her designee should call the Personnel Department to request on-site screening, or to expect an employee to be transported for screening. If there is any difficulty connecting to this number, call _____. It is important to bring to the site a supply of the controlled substance requisition forms which has previously been supplied. Forms necessary for the alcohol screening will be supplied by the technician.

- g. A Department Head or his/her designee can call Communication 745-3271 to arrange for any necessary employee transportation.

- h. The Personnel Department must be notified the following business day of any incidents which may have occurred.
- i. If there are any questions concerning this procedure, contact the Personnel Department

7. POSITIVE TEST RESULTS

- a. When an employee tests positive for drugs or alcohol, a number of factors will be considered in arriving at an appropriate course of action. Factors which may serve to affect discipline are whether or not there are any previous positive test results, previous disciplinary decisions against the employee, the employee's conduct and the employee's willingness to seek help and to follow through with a treatment plan.

8. REHABILITATION COUNSELING

- a. Employees found to be under the influence of drugs or alcohol during working hours or those who voluntarily seek help, who have available leave time either paid or unpaid, may seek a temporary leave of absence utilizing their available leave time at the discretion of their Department Head to attend a rehabilitation program when advised to do so by the EAP, Director of Personnel or his designee. The employee may apply for temporary disability.
- b. The County commits to hold open the employees job while he is in full-time attendance of a County approved rehabilitation program for six (6) weeks per calendar year, subject to displacement through normal Department of Personnel procedures such as certification against provisionals, lay-offs, expiration of temporary position, etc.
- c. Employees who are found distributing, selling or possessing a drug or drugs on the County premises, or in County vehicles, may be subject to immediate removal, and therefore may not be granted a temporary leave of absence.
- d. The County will not be required to grant further temporary leaves of absence for detoxification or rehabilitation if a test, taken after the employee has had a reasonable opportunity prior thereto to be detoxified and rehabilitated, should the presence of an illegal or misused drug or alcohol. Each case will be reviewed individually and a determination will be made as to whether or not another leave will be granted. This decision will be made on a case-by-case basis.

9. OTHER INSTANCES OF SUBSTANCE ABUSE

- a. The County is concerned with drug and alcohol misuse problems which adversely affect the employee's work performance. It must be realized that during non-working hours, drug or alcohol use or misuse may have an adverse impact on the employee's job performance.
- b. Employees convicted for drug offenses may automatically forfeit their job in accordance with New Jersey Criminal Code 2C:51-2.
- c. Employees who have their licenses suspended for driving while under the influence of a drug or alcohol and whose job requires them to possess and use a valid driver license may be terminated for inability to perform their job duties. Employees who have been convicted of a drug charge on the job must under Federal law report same to the Employer.
- d. The use of a County vehicle while the employee is under the influence of a drug or alcohol may result in loss of driving privileges of County vehicles for not less than six (6) months in addition to the possibility of disciplinary action up to and including termination.

10. EMPLOYEE ADVISORY SERVICE ("EAP")

- a. Employees who have a drug abuse problem and need help can confidentially call with the information Personnel/EAP. This information will not be used to discipline the employee but will result in the employee being offered counseling concerning substance abuse.
- b. Employees are also reminded that the EAP is available for their use without charge for initial evaluation. Employees need not wait until they have problems on the job or have been referred there before they use it.
- c. If the EAP directs the employee to undergo follow-up testing, the cost of this testing shall be borne by the employee and/or their insurance to the extent the insurance pays for any of this.