

2-0192

Middlesex

12-00

C O N T R A C T

BETWEEN:

(MIDDLESEX COUNTY HOSPITAL FOR CHRONICALLY ILL)
 MIDDLESEX COUNTY BOARD OF SOCIAL SERVICES, (Wellness Bd.)

 MIDDLESEX COUNTY, [Employer]
 NEW JERSEY

-AND-

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1082

Included addendum
 5/1/80 (7/1/80)
 X JANUARY 1, 1980 to DECEMBER 31, 1981

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ARTICLE I - PREAMBLE

This Agreement made and entered into this 27th day of June 1980, between the Middlesex County Hospital for Chronically Ill, Middlesex County Board of Social Services (hereinafter called the "Board"), located at Georges Road, North Brunswick, New Jersey 08902, and Communications Workers of America, AFL-CIO, Local 1082, (hereinafter called the "Union"), located at 14 Commerce Drive, Cranford, New Jersey 07016.

ARTICLE II - PURPOSE

The Board and the Union have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

ARTICLE III - UNION RECOGNITION

The Middlesex County Board of Social Services agrees to recognize the Communications Workers of America, AFL-CIO, Local 1082, as the sole and exclusive collective bargaining representative of the employees in the following job titles: Building Maintenance Worker, Building Service Supervisor, Building Service Worker, Clerk Typist, Cook, Food Service Supervisor, Food Service Worker, Guard Public Property, Head Cook, Hospital Attendant, Medical Records Clerk, Medical Records Clerk Typing, Practical Nurse, Principal Clerk Bookkeeper, Recreation Therapy Aide, Senior Account Clerk, Senior Building Maintenance Worker, Senior Building Service Worker, Senior Clerk Typist, Senior Cook, Senior Food Service Worker, Senior Hospital Attendant.

Addendum to Contract Between
Middlesex County Board of Social Services
and
Middlesex County Hospital for the Chronically Ill
effective July 1, 1980

ARTICLE IV - Union Dues and Representation Fees

- A. The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union Dues. Dues shall be two (2) hours pay per month based on a 40-hour work week, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made.
- B. The Board further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union Dues, a Representation Fee equal to 85% of the Union Dues, as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee.

However, in the event of rehire, such dues shall commence after thirty (30) days of date of rehire.

C. Deduction of Union Dues and Representation Fees made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, D.C. 20006, by the tenth (10th) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union president.

FOR THE UNION

Randy Smith, CWA

Carrie Simpkins

DATE: September 23, 1980

FOR THE BOARD

Mary P. Hollis

Frank Moore

ARTICLE V - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level equitable solutions of the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Board and the Union.
- B. A "grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Union, or any supplemental departmental regulations governing any phase of employee relationships, including matters relating to disciplinary action.
- C. Where there is a grievance arising out of the interpretation of a Civil Service regulation, the grievance remedy should be solely through the administrative process provided for by the Department of Civil Service.

D. Grievance Procedure:

1. (a) An employee having a grievance shall present it, in writing, on a form to be provided by the Board, to the Chronically Ill Administrator within ten (10) working days after the occurrence of the event from which the grievance arises.
 - (b) The written grievance shall set forth the events giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied and the desired remedy. An answer shall be given by the Administrator within five (5) working days of the presentation of the grievance. The answer shall be submitted in writing. A copy of all grievances and answers shall be submitted by the Administrator to the employee and the Chief Union Representative at the Hospital.
2. If the employee is not satisfied with the answer received or if an answer is not received, the grievance, in writing, shall be signed by the employee and presented to the Director of the Middlesex County Board of Social Services or designee within five (5) working days from the expiration of the time period provided in paragraph 1 hereof. The Welfare Director or designee shall arrange

a meeting with the employee to be held within five (5) working days of the receipt of the written grievance. The employee may elect to have a Union Representative present at the meeting. The Welfare Director or designee shall give to the employee and the Union a written answer to the grievance within five (5) working days after the date of such meeting.

3. If the employee is not satisfied with the written answer resulting from the preceding step, or if an answer is not received, the employee shall within five (5) working days following the expiration of the time period provided in the preceding step submit a written request to the Chronically Ill Administrator for a hearing of the grievance by William A. Ritter of the County Labor Relations Department. The Administrator of the Hospital shall schedule a meeting for the hearing of the grievance and shall advise the employee and the Chief Union Representative of the time, date and place of the meeting not less than five (5) days prior to the scheduled meeting date. William A. Ritter of the County Labor Relations Department shall, within five (5) working days following the hearing, submit an answer in writing to the employee and the Chief Union Representative.

4. (a) If the employee is not satisfied with the written answer resulting from the preceding step or if no answer is received, the Union may, within five (5) working days following the expiration of the time period set forth in the preceding step, submit a written request to the Hospital Supervisor to refer the grievance to advisory arbitration before an arbitrator, mutually agreeable to the Board and the Union, who shall be selected from the list of the American Arbitration Association.

(b) In the event that a grievance is taken to arbitration, all proceedings shall be governed by the rules and regulations then pertaining to the American Arbitration Association respecting the arbitration of labor grievances. The compensation of the Arbitrator and the expenses of the arbitration shall be shared equally by the Board and the Union. The Arbitrator shall issue a written opinion to the Board, the Union and the employee, setting forth his decision respecting the grievance. Upon the receipt of the Arbitrator's decision, the Board and the Union will meet at a Conference Meeting

of the Director of the Middlesex County Board of Social Services and discuss the Arbitrator's decision. Following such meeting, the Board's resolution of the grievance shall be final.

(c) Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it. The Arbitrator shall not have the power to alter, add to, or revise any portion of this Agreement.

E. Saturdays, Sundays, and holidays as identified in this Agreement, shall not be considered working days in the computing of the time provided for in the foregoing.

F. Any written decision or written answer to a grievance made at any step which is not appealed by the employee to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon the employee.

- G. Any employee shall be entitled to the assistance of one Union Officer or Representative in all steps of the foregoing grievance procedure, in addition to International representation. Any employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.
- H. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.
- I. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

ARTICLE VI - SENIORITY

- A. Seniority for the purpose of this Article shall be based upon the employee's most recent continuous length of service with the Board.

- B. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Union. The Board shall furnish to the Union the names of new employees hired not later than fifteen (15) days following the date of their employment.

- C. In the event of a phase-out or of a substantial reduction in the number of employees, every reasonable effort will be made on the part of the employer to relocate employees with employment with County government. When the Board decides to reduce the number of employees, the employee or employees with the least seniority shall be laid off first, providing any employee changing job titles as a result of any action taken pursuant to this paragraph is qualified to perform the new job title.

- D. Employees shall be recalled for work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available.

- E. As a matter of policy, the Board will endeavor to fill permanent job openings by promoting employees, if qualified, from the next lower rated job title in the bargaining unit. Seniority will be one of the factors to be considered for promotion, provided it is consistent with the Civil Service Regulations. The Board agrees to post all vacancies for a period of three (3) days except in emergent situations.
- F. Vacation preference will be assigned in accordance with the employee's seniority. The employee, however, must indicate his vacation preference prior to May 1st preceding the vacation requested, in order for seniority to prevail. The Board agrees to make every reasonable effort to improve the vacation scheduling by the employment of summer help within budgetary restrictions.
- G. The Board will establish a list of employees to be used whenever the need for rotation of assignment exists. The list will be used in a rotating manner. The Board will permit the employees' Union representative to examine the rotation book to record rotation of assignments. Any deviation of such assignment rotation will be made only in the event of an emergency or if the next scheduled employee on the rotation list is absent from employment that day. If the employee next scheduled for

rotation is unavailable, the rotation will succeed to the next employee listed on the rotation schedule. The absent employee will then become the next scheduled employee in rotation.

The Board agrees to the implementation of Call-In Pay whereby employees requested to work overtime will be guaranteed a minimum of four (4) hours overtime at a rate of time and a half.

The Board further agrees to the implementation of Stand-By Pay whereby employees covered under this Agreement will receive a flat payment of ten (\$10) dollars if they are requested to stand by for possible overtime.

ARTICLE VII - SALARIES AND WAGES

- A. Effective January 1, 1980, all eligible employees covered under the terms of this Agreement shall receive an increase as contained herein over their wages as of December 31, 1979 for the contract year 1980.
- B. Salaries for all employees of the Unit shall be increased as follows for the first year of the Agreement, January 1, 1980 through December 31, 1980:
1. A sum equal to 8%, effective January 1, 1980, for all those employees whose base salary on December 31, 1979 was \$8,000 or more.
 2. All employees who were hired prior to June 10, 1980 whose annual base salary on guide on December 31, 1979 was less than \$8,000, shall receive a wage increase of \$640, effective January 1, 1980 or subsequent date of employment.
 3. Any employee hired during the calendar year 1979 and compensated on salary ranges A-4 through A-11 shall, if necessary, have his/her salary adjusted

to reflect a one hundred and fifty (\$150) dollar difference between his/her salary and the salary of his/her counterpart, if any, hired in calendar year 1980. A similar adjustment shall occur for the years of 1977 and 1978, if any employees are involved.

- C. All employees in the following titles hired after June 10, 1980 shall be compensated as follows:

<u>TITLES</u>	<u>RANGE</u>	<u>HIRING RATE</u>
Clerk-Typist	\$5287 - \$9261	\$6376
Senior Clerk-Typist, including Food Service Worker	\$6121 - \$10721	\$6763
Building Service, Building Maintenance Workers and Hospital Attendant	\$6428 - \$11257	\$6942
Senior Building Service Worker	\$6749 - \$11820	\$6990

- D. All part-time employees who work twenty (20) or more hours a week will be entitled to the same fringe benefits as full-time employees.
- E. Individuals employed in the title of Cook who have two years of paid, full-time experience in a commercial, industrial or institutional setting shall be entitled to a minimum salary of \$8500 within the appropriate salary range.

ARTICLE VIII - HOURS OF WORK

The hours of work for employees covered by this Agreement shall be as follows:

7 A.M. - 3 P.M.

3 P.M. - 11 P.M.

11 P.M. - 7 A.M.

Hospital Attendant, Senior Hospital Attendant,
Practical Nurse:

10 A.M. - 6 P.M. - 2nd Lunch (12:30 to 1:30)

6 A.M. - 2 P.M. - 1st Lunch (11:00 to 12:00)

Head Cook, Senior Cook, Cook, Food Service Worker,
Building Service Worker:

9 A.M. - 5 P.M. Clericals (Monday to Friday)

8 A.M. - 4 P.M. Building Maintenance Worker

All staff members will have the right to remain on the shift they were originally hired for, except if a vacancy exists, then they may request the opening before a replacement is made.

It is understood and agreed that every reasonable effort will be made so that the employees will be able to have every other week-end off.

All employees shall receive sixty (60) minutes for lunch plus fifteen (15) minutes for a break for each half-day period of work. The meal break will be taken apart from the patients. Staff may be permitted to leave the building for meal break provided they punch the time clock out and in and to inform their supervisor before leaving.

ARTICLE IX - OVERTIME

Overtime shall be distributed equally and alphabetically from a list maintained by the Superintendent for all employees employed in Patient Care. Whenever overtime is refused by an employee, such overtime shall be offered to the next name on the list and the employee refusing will be considered as having worked overtime. If, at a given time, the list is completely exhausted the first employee refusing must work the overtime.

"Monday-Friday" employees shall receive time and one-half pay for all work performed at any time other than their regular "Hours of Work" (Article VIII).

"Eighty-Hour" employees shall receive time and one-half pay for all work performed in excess of eight (8) hours in a given workday or any days in excess of ten (10) workdays in a given fourteen (14) day work period.

Employees who work on a holiday shall be paid for the holiday at their regular hourly rate plus one and one-half times the regular hourly rate for all such hours worked.

The employee may elect to receive compensatory time in lieu of wages to be taken within 30 days after the overtime occurs, requested in writing and mutually agreed upon. Compensatory time will be calculated at time and one-half.

Eighty (80) hour employees who work Saturday or Sunday when scheduled to be off shall be paid at time and one-half for Saturday and double time for Sunday.

ARTICLE X - SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1¼) days per month in the first year of service, commencing in the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rata, shall be credited to the employee. If separation occurs before the end of the year and more sick days have been taken than appropriated on a pro-rata basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. All other proper and authorized leaves, as provided in the rules of the Department of Civil Service, shall be recognized and constitute a part of this Agreement.

ARTICLE XI - ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

Employees covered under the terms of this agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000) which is credited to him on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

ARTICLE XII - HOLIDAYS

The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared by the Board of Chosen Freeholders.

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

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

ARTICLE XIII - VACATIONS

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

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

Vacation time accumulations are to be based on the Civil Service Rulings now in effect.

ARTICLE XIV - PERSONAL DAYS

All employees shall have three (3) personal holidays for any personal purpose. Personal holidays may not be accumulated, personal holidays may be taken on separate days or consecutively; however, the employee should, if possible, give the employer three (3) days notice for one personal holiday, four (4) days notice for two consecutive personal holidays to be taken by the employee, and five (5) days notice for three (3) consecutive holidays. New employees shall accrue one (1) personal holiday at the end of each fourth month of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per fourth month of employment completed in the year said employment is terminated.

ARTICLE XV - UNION CONVENTIONS

The employees covered by this Agreement shall be granted eleven (11) days aggregate time off with pay to attend National, District, or State Union Conventions of the Communications Workers of America, AFL-CIO, or its affiliates.

ARTICLE XVI - PERSONNEL RECORDS

Each employee's personnel record, wage rate, and employment information shall be kept in a locked space, and is not to be discussed - without the employee's permission - with anyone other than authorized personnel.

ARTICLE XVII - BEREAVEMENT

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

It is understood and agreed that this Bereavement Leave will be communicated to the Department Head by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) calendar days next following the date of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

If more time off is required than provided for, the Administrator may grant additional days off on a no-pay basis or the employee may use personal or vacation days.

ARTICLE XVIII - MEDICAL BENEFITS

- A. All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross/Blue Shield) shall be covered by Blue Cross/Blue Shield, and Rider J, at the employer's expense. Major Medical for the eligible employees and family shall be supplied at the employer's expense.

The Rutgers Community Health Plan (H.M.O.) is available to the employee as an alternate to Blue Cross/Blue Shield, Rider J and Major Medical. The County will contribute the same amount toward R.C.H.P. coverage as is contributed toward traditional coverage. In the event R.C.H.P. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

- B. All full-time and eligible part-time employees shall be covered by the Great West Life Assurance Company Dental Plan, or a similar plan, at the employer's expense.
- C. The Board and the Union agree on current practice by which each individual employee is covered by a Drug Prescription Program.

- D. The Board and the Union agree on current practice by which employees who retire at age 55 or after, and who have completed 25 years of service credit in the Public Employees Retirement System, will have hospitalization insurance paid by the Board upon such retirement, according to County policy.
- E. The Board and the Union agree on the implementation of a Vision Care Program for all employees who have completed at least two months of continuous service with the Board. Each covered employee shall be eligible to receive one reimbursement for vision care services during any two-year period commencing on January 1, 1980. Such reimbursement is limited to twenty (\$20) dollars for regular lenses or twenty-five (\$25) dollars for bifocal or tri-focal lenses. Coverage will be in accordance with the Vision Care Policy contained in the Agency Personnel Manual.
- F. Extended Medical Coverage: In the event of illness, all full-time certified employees who have exhausted all sick time, vacation time, personal days, or any other due time may apply for retention of their existing medical coverage, (i.e., Blue Cross/Blue Shield, Major Medical, Rider J, Drug Prescription Plan, Vision Care and Dental Plan) to be paid by the County of Middlesex providing the following qualifications are met:

1. The employee must apply and receive permission for an unpaid medical leave of absence (under Civil Service Rules). Verification of illness is to be presented by the employee.

2. Medical coverage is to be verified for three (3) month periods, in total not to exceed a period of nine (9) months. It will be the employee's responsibility to re-apply every three (3) months for coverage.

3. Upon request, the employee will supply a doctor's certificate for illness. The employer retains the right to substantiate this illness through a doctor of its choice and at the employer's expense.

ARTICLE XIX - SHIFT DIFFERENTIALS

Hospital Attendants and Licensed Practical Nurses on the 3 - 11 shift shall receive a shift differential of twenty-five (25¢) cents per hour.

Hospital Attendants and Licensed Practical Nurses on the 11 - 7 shift shall receive a shift differential of twenty (20¢) cents per hour.

ARTICLE XX - UNIFORM ALLOWANCE

Effective January 1, 1980, employees covered under this Agreement shall no longer receive any uniform allowance, but each eligible employee shall receive the sum of \$200., effective January 1, 1980 to be added to his/her base salary as set forth in the salary provisions above.

ARTICLE XXI - CONTINUATION OF BENEFITS

The parties agree that all benefits and conditions of employment for employees, presently in existence, whether in writing or by practice, shall be continued without change for the duration of this contract.

ARTICLE XXII - SEVERABILITY CLAUSE

All provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall effect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement. In the event that any provision of this Contract is ruled illegal, the parties shall immediately commence negotiations regarding that specific provision in an attempt to revitalize the spirit and affect of that provision in a lawful manner.

ARTICLE XXIII - LONGEVITY

All eligible employees shall be entitled to receive a longevity increase which will be based upon their salary as of December 31, 1978. The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the employer on March 18, 1971 and as amended, which Resolution is herein incorporated and made a part of this Agreement.

Effective January 1, 1977 the present longevity program will continue for all employees on the payroll as of December 31, 1976. Employees starting employment with the County on January 1, 1977 and thereafter will not accrue longevity.

ARTICLE XXIV - NO STRIKE OR LOCK-OUT

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

ARTICLE XXV - LATE POLICY

The Union and the Board agree on the following procedure concerning employees who are late in reporting for their assigned starting time:

An employee who is not more than ten (10) minutes late will not be docked provided:

- (a) He makes up the time at the end of his shift;
- (b) He is not late more frequently than 25% of his regularly scheduled work days.

The only exceptions to this procedure are genuine emergencies such as auto accident, highway blocked, etc. The burden of proof is on the employee.

ARTICLE XXVI - CONTRACT PERIOD

It is hereby agreed by the Employer and the Union that this Agreement shall be effective from January 1, 1980 until December 31, 1981. The Union has the right to reopen, effective the second year, for salary and three (3) other items only. The Board has the right to propose two (2) items only.

ARTICLE XXVII - REIMBURSEMENT OF EDUCATIONAL EXPENSES

Employees covered under this Agreement who are eligible for reimbursement for educational expenses will be reimbursed in accordance with the County plan for tuition expenses.

ARTICLE XXVIII - Management Rights Clause

The Board and the Union agree to the following:

- A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment.
- B. The Board retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.
- C. All such rights, powers, authority and prerogatives of management possessed by the Board are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.
- D. The Board retains its responsibility to promulgate and enforce rules and regulations, subject to limitations imposed by law, governing the conduct and activities of employees not inconsistent with the express provisions of this Agreement.

- E. Unless otherwise provided in this Agreement or by all applicable regulations, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to the effective date of this Agreement.
- F. No employee shall be disciplined by discharge, reprimand, reduction in rank and compensation, deprivation of any professional advantage or any adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE XXIX - HEALTH AND SAFETY COMMITTEE

The Board agrees to the formation of a permanent Health and Safety Committee to be comprised of two (2) persons. Of the two, one (1) shall be selected by the Union to represent the employees and one (1) shall be selected by the Board to represent the Board. The Committee's responsibilities will include monitoring temperature levels within the physical plant, recommending improvements in the physical plant. The existence of the Committee and the names of the Committee members will be posted conspicuously and updated when necessary. The Committee will meet monthly, as need, for no more than one hour, upon request by either representative.

IN WITNESS THEREOF, the parties have caused this Contract
to be executed by its respective officers or agents on
this 27th day of June, 1980.

FOR THE UNION:

[Signature]

[Signature]

FOR THE BOARD:

[Signature]

[Signature]
