

AGREEMENT

Between

COUNTY OF MIDDLESEX

and

WEIGHTS & MEASURES P.B.A. #203

January 1, 2005 to December 31, 2008

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**THIS AGREEMENT**, made the        day of                    2005 between the County of Middlesex, a municipal corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer) and the Department of Weights and Measures, Policeman's Benevolent Association Local No. 203 (hereinafter known as the Association).

**WHEREAS**, the Association has been selected as the bargaining agent by the employees hereinafter to be defined, in accordance with Chapter 303 of the Laws of 1968, and said Association has been recognized as such by the Employer; and

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

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

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

I. RECOGNITION

The Association is hereby designated as the bargaining agent for all employees by the County of Middlesex in the following job titles.

Assistant County Superintendent of Weights and Measures (All Grades)

Trainee – Weights and Measures.

II. SALARY RANGES

Employees covered under the terms of this Agreement shall be paid in accordance with the following ranges:

|  | <u>SALARY RANGE</u> |
|--|---------------------|
| Assistant Superintendent of Weights and Measures | \$27,540 - \$60,230 |
|  | <u>SALARY RANGE</u> |
| Apprentice of Weights & Measures                 | \$18,328 - \$41,245 |

### III. ASSOCIATION REPRESENTATIVES

The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association activities.

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

IV. WAGES

A. Eligibility

1. Annual salary increases provided for herein shall be effective on January 1, of each calendar year covered by this Agreement and shall be calculated based on an employee's base salary as of December 31, of the previous year.

2. All employees in the bargaining unit on the County payroll as of January 1, of each year shall receive the wage increase described below except any employee on leave of absence shall not receive such increase until their return to active services and commencing from such return.

3. Employees who sever employment with the County prior to the execution of this Agreement will not be included in the wage increase, with the exception of retirees or deceased employees, in which case payment will be made to their estate.

4. Each employee as provided for in Article IV, Section A, 1, 2 and 3, shall be subject to this Agreement and shall receive the following annual increases in the manner previously described.

2005 - 3%  
2006 - 3.5%  
2007 - 4.0%  
2008 - 4.0%

**B. Performance Evaluation**

The parties shall continue their performance incentive policy in place as of December 31, 2001, to be referred to hereafter as "Performance Evaluation." Any change, improvement or amendment of such policy shall be made only after negotiation and agreement of the parties.

1. All performance evaluations shall have prospective application based upon the previous year's 12 month evaluation and shall be payable in the first full pay period of the following calendar year and calculated as base salary.

Performance evaluation schedule is as follows:

| <u>Evaluation Period</u>  | <u>Payment Schedule</u>                              |
|---|--|
| October 2003 – October 2004*<br>(*Employee must have been hired by<br>December 31, 2002). | \$300.00 added to base salary on<br>January 1, 2005. |
| October 2004 – October 2005*<br>(*Employee must have been hired by<br>December 31, 2003). | \$400.00 added to base salary on<br>January 1, 2006. |
| October 2005 – October 2006*<br>(*Employee must have been hired by<br>December 31, 2004). | \$500.00 added to base salary on<br>January 1, 2007. |
| October 2006 – October 2007*<br>(*Employee must have been hired by<br>December 31, 2005). | \$500.00 added to base salary on<br>January 1, 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 for a given year they shall forego the increase in the calendar year following such rating.

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

C. **Compensatory Time**

1. 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.

2. Compensatory time shall 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.

D. **Mileage Allowance** – Whenever an employee shall be required to use his/her personal vehicle in any employee-connected business, he/she shall be entitled to an allowance of twenty-eight cents (\$.28) per mile. Additional expenses such as parking, tolls, etc., shall be reimbursed to the employee upon submission of a receipt and voucher.

E. **Wage Increases and Promotions**

1. All wage increases are limited to the negotiated contractual amounts arrived at by means of the bargaining process. The only exception to this policy will be represented by certification to a higher promotional job title pursuant to the State Department of Personnel (“State Civil Service”) designation or a temporary or provisional appointment to a higher promotional job title pursuant to State Civil Service designation.

2. Any employee in the unit who receives a promotion in the Department as is recognized by the New Jersey State Department of Personnel (State “Civil Service”), shall be entitled to receive an increase in their base annual salary of either 6% of the annual base salary for the Civil Service job title of the position from which they are being promoted on the effective date of their promotion, or the starting salary that appears in this collectively negotiated labor Agreement for the Civil Service job title to which they are being promoted on the date of their promotion, whichever is greater.

V. LONGEVITY

All eligible employees are entitled to receive longevity based upon their base salaries (maximum base \$30,000) as of December 31<sup>st</sup> of the previous calendar year starting with the completion of the eighth year of service as follows:

|                                |   |    |
|--------------------------------|---|----|
| 9 through 15 years of service  | = | 4% |
| 16 through 20 years of service | = | 6% |
| 21 years and over              | = | 8% |

## VI. OVERTIME

A. All hours worked in excess of thirty-five (35) hours per week will be paid at the rate of time and one-half (1 ½).

All employees shall be expected to complete their work in the time allotted for the normal working day. Overtime will be calculated on a weekly rather than daily basis. Time-and-a-half will begin after the 40<sup>th</sup> hour for 40-hour per week employees and after the 35<sup>th</sup> hour for 35-hour per week employees. Authorized paid holidays, vacation, bereavement and personal time (but not compensatory time or other paid time off) 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.A.C. 4A:6-13 g & h shall also count toward the calculation of overtime.

1. All employees covered under the terms of this Agreement who are required to remain on duty during the supper hour shall receive a meal allowance of seven dollars and fifty cents (\$7.50) for each duty assignment. Supper hour shall be deemed to commence no earlier than 6:00 p.m.

B. Hours Worked – Defined: Hours worked includes all time an employee is required to be on duty or on the employer's premise or at a prescribed work place, and all time during which he is suffered or permitted to work.

The hours of employment for personnel covered under the terms of this Agreement shall originate at 8:30 a.m. and terminate at 4:15 p.m. However, employees may be required to work different work schedules as assigned by the management in order to maintain a proper and efficient operation of this Department.

C. This Agreement permits the payment of compensatory time in lieu of overtime wages provided it is mutually agreed to by both parties. However, compensatory time must be at the

rate of one and one-half (1½) hours for every one (1) hour worked over thirty-five (35) hours a week. The compensatory time may be given in the same pay period when mutually agreed upon.

D. When possible and insofar as it is practicable, forty-eight (48) hour notice will be given to an employee when requesting him/her to work overtime, except in emergency situations.

E. All overtime shall be distributed from a seniority list maintained by the Department of Weights & Measures.

F. 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. Any employee may decline, in writing, any period of overtime offered to him without explanation. However, if the list has been completely exhausted, the first employee refusing must work the overtime.

G. Whenever overtime is required on a given assignment, said overtime shall be offered first to the employee working on that job assignment then thereafter refer to the next in line on the overtime list.

H. When an employee is required to appear in Court for a job-related incident other than during his/her regular duty hours, he/she shall be paid time and one-half (1 ½) for all hours in Court provided the conditions as mentioned in Article 6A have been satisfied.

I. It is understood and agreed that the employees covered under this Agreement will not be required to work more than twelve (12) consecutive days, after which one (1) day may be taken off. An employee may voluntarily work a given period of time in excess of twelve (12) consecutive days.

J. When attending job-related day conferences or seminars, total hours engaged minus seven (7) will equal the amount of compensatory time given, hour for hour, to the employee to be taken at a later date.

All training expenses in Measurement Sciences, either electronic or standard, at school, seminars or conferences will be paid by the Employer except when an employee voluntarily attends on his/her own time.

VII. A. MEDICAL BENEFITS

Effective upon the execution of this Agreement, the County shall reimburse costs of vision care for its employees who have been continuously employed for more than sixty (60) days to the extent set forth below. The vision care allowance shall be limited to payments every other year or not more than once 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 provisions 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 provisions 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 programs and their selection of a specific plan.

2. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependants on the payroll as of September 8, 2000 the (3) HMO options, as available on January 1, 1999 equivalent to the pre-existing plans, a 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 are enrolled currently in the Traditional Indemnity Plan as of September 8, 2000 shall be permitted to continue such coverage. If any such employee or eligible subscribed 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 to Premium Costs

a. All eligible County employees on the payroll or on authorized leave as of September 8, 2000 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 reassignment, 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 September 8, 2000 (“new employees” and “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 new hires may not enroll in the Traditional Indemnity coverage Plan which shall not be offered to new employees.

c. New employees, as defined 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 employees, as defined 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                                |
| \$50,001 +          | 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.

#### 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 Department of Personnel; and employees who qualify for and are approved by New Jersey Dept. 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 benefit 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 payments made on the employee's behalf.

**VIII. HOLIDAYS**

The present holiday schedule in effect is to be adhered to and also to be observed are any additional holidays declared by constitutional officials of the County, State or Federal Government, provided said holidays have been recognized by the Board of Chosen Freeholders. When these holidays conflict with the work schedule, they may be taken as compensatory time.

IX. BEREAVEMENT LEAVE

A. In the event of death of:

(1) the employee's 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. Any 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.

X. VACATIONS

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

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

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

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

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

Vacation time accumulated will be based on the New Jersey State Dept. of Personnel Ruling now in effect.

The Employer and his/her designated representative shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the New Jersey State Department of Personnel concerning emergencies, etc., shall be observed by both parties.

Employees shall submit requests for vacation time no later than April 15<sup>th</sup>, of each year, with first and second choices. The first choice requested shall be on the basis of seniority. Vacation time may be used on less than a full vacation basis by agreement of the employee's supervisor.

XI. SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-half (1 ½) days per month on a month-to-month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31<sup>st</sup>.

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

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

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

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

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.

Furthermore, 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.

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

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 (1/2) payment of every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$15,000.00) which is credited to him on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the resolution adopted by the Board of Chosen Freeholders authorizing same.

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

FMLA/FLA Policy: The Union agrees to the County's Family Medical Leave Act ("FMLA") and Family Leave Act ("FLA") policy as is attached hereto in Addendum "B".

#### YEARLY SICK TIME BUYOUT

At the end of each calendar year, an employee may option to apply for and receive cash payment for sick days credited and not used during the current year.

Payment may be made in the amount of one (1) day's pay for every three (3) days credited and not used to a maximum of five (5) days.

Employees having used five (5) days of sick leave or less out of fifteen (15) sick days credited per current year qualify for participation.

Employees having used six (6) days of sick leave or more out of fifteen (15) sick days credited per current year are not eligible for participation.

Eligible employees applying for sick time buyout will do so on December 31<sup>st</sup> of each current year by signing an authorization card provided by the County. Payment will be made in the third payroll of the succeeding year.

**XII. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL  
RULES**

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

### **XIII. GRIEVANCE PROCEDURE**

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken towards him which violates any right out of his employment.

Step 1. The Association's representative shall present the employee's grievance or dispute to the employee's immediate supervisor, in writing, within ten (10) working days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond, in writing, to the employee within three (3) working days.

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

Step 3 If the grievance still remains unadjusted or unanswered by the Department Head, it shall be presented by the Association representative to the County Personnel Director, in writing, seven (7) working days after the response of the Department Head is due. The Personnel Director shall respond within ten (10) working days in writing to the Association representative. The Association may request a meeting with the Personnel Director within five (5) working days after receiving the answer from the Department Head.

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

Employees' grievance shall be presented to the County supervisory representative on

forms prepared by the County. The grievance procedure, as contained in this contract, shall be strictly adhered to. It is understood that employees must sign their individual grievances.

Grievances without an employee's signature shall not be accepted or processed

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

**XIV. MANAGEMENT RIGHTS**

All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

XV. CONTRACT NEGOTIATIONS REPRESENTATIVES

It is understood and agreed that bargaining units representing up to one hundred (100) employees will be entitled to two (2) contract negotiators. Units representing over one hundred (100) employees will be entitled to three (3) contract negotiators.

**XVI. COMPUTATION ERRORS**

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

**XVII. SAVINGS CLAUSE**

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

### **XVIII. NO STRIKE OR LOCK-OUT**

Neither the Association nor the Employer or employee shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out or any other intentional 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.

**XIX. PERSON DAYS**

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

**XX. 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 (3) 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.

**XXI. PAY PERIODS**

The Union agrees to bi-weekly pay consistent with the County pay schedule.

## **XXII. EMERGENCY CLOSING**

The Union agrees 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 a doctor's note or approved by the employee's supervisor or designee pursuant to N.J.A.C. 4A:61.3g &h.
- e. Employees may be required to work if needed. If not all employees are needed, those who stay or leave will be based on seniority.

A copy of the County Emergency Closing Policy is attached hereto as Addendum "C".

**XXIII. DRIVERS 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.

#### XXIV. CHILD CARE ASSISTANCE PROGRAM

Effective as of the execution of this Agreement, the weekly reimbursement will be as follows:

- a. If the employee's salary is \$18,000 or less per annum, the reimbursement will be \$40.00 per week.
- b. If the employee's salary is \$18,001 to \$25,000 per annum, the reimbursement will be \$35.00 per week.
- c. If the employee's salary is \$25,001 to \$60,000 per annum, the reimbursement will be \$20.00 per week.

XXV. DURATION OF AGREEMENT

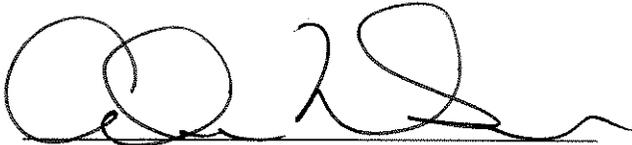
It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2005 until December 31, 2008. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining Agreement is negotiated.

This Agreement shall be reopened for the year subsequent to the termination by either party upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31 of the termination year.

COUNTY OF MIDDLESEX

BY ITS BOARD OF CHOSEN FREEHOLDERS

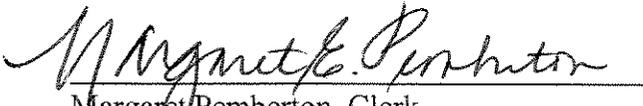
ATTEST:



ASSOCIATION PRESIDENT  
P.B.A. LOCAL #203



ASSOCIATION REPRESENTATIVE  
P.B.A. LOCAL #203



Margaret Pemberton, Clerk  
Board of Chosen Freeholders



David B. Crabel, Director  
Board of Chosen Freeholders



ADDENDUM "A"  
SICK LEAVE VERIFICATION

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 their 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 their 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 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 their 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.

## ADDENDUM "B"

### FAMILY AND MEDICAL LEAVE POLICY UNDER THE FEDERAL AND STATE FAMILY AND MEDICAL LEAVE ACTS

1. Leaves covered by both the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C.A., 2601, et seq., and the State Family Leave Act ("FLA"): N.J.S.A. 34:11B-1, et seq., shall run concurrent to each other and not consecutive to each other and shall commence at the same time when the qualifying leave commences.
2. When an employee qualified to take FMLA or FLA leave has available paid leave time (including, but not limited, to vacation, personal, compensatory, work injury leave time) and that employee goes on leave, then available paid leave time may be taken from commencement of the leave and FMLA or FLA leave shall run concurrent with paid leave.
3. When an employee qualified to take FMLA or FLA leave has available unpaid leave time and no available paid leave time and that employee goes on leave, then available unpaid leave must be taken from commencement of the leave and FMLA and FLA leave shall run concurrent therewith from commencement of the leave.
4. When an employee qualified to take FMLA or FLA leave has available both paid leave and unpaid leave and takes leave for an FMLA or FLA qualifying condition, then paid leave may be utilized by the employee first until exhausted, and may be followed by available unpaid leave, and FMLA or FLA leave shall run concurrent with each leave.
5. The County shall use a rolling twelve (12) month look back period from the date a qualifying leave is requested to commence, or commences, by an FMLA or FLA qualifying employee rather than a calendar year or other period for the purpose of determining how many weeks of the twelve (12) weeks of FMLA or FLA leave an eligible and qualified employee may take, in a twelve (12) month period.
6. Seniority, vacation time, personal time, sick leave time, and pension benefits shall not accrue during absence of an eligible and qualified employee who is out from work for a FMLA or FLA qualifying condition.
7. This policy, together with existing leave policy under State Law and State Civil Service regulations, shall replace all prior County policies applicable to family and medical leave.

**ADDENDUM "C"**  
**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 stations) WCTC (AM) or WCBS (AM) and information can be obtained by calling 745-5695.
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 shut-downs 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. The 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.