

A G R E E M E N T

made between

THE COUNTY OF MIDDLESEX

THIS DOES NOT  
CIRCULATE

County Board of

and

Chosen Freeholders

THE ASSOCIATION OF MIDDLESEX COUNTY

ENGINEER'S OFFICE PROFESSIONAL EMPLOYEES

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Institute of Management and  
Labor Relations

APR 28 1983

RUTGERS UNIVERSITY

\* January 1, 1983 - December 31, 1983

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This AGREEMENT, made this            day of            1983, by and between the COUNTY OF MIDDLESEX, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and THE ASSOCIATION OF MIDDLESEX COUNTY ENGINEER'S OFFICE PROFESSIONAL EMPLOYEES, hereinafter referred to as the ASSOCIATION.

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

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

WHEREAS, the Association and the Employer have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to Law: However, it is understood that this agreement contains all the terms and conditions of employment between the County and the employees covered by this Agreement. Previous or past practice 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.

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

## I. EMPLOYEES' BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Employer hereby agrees that every employee shall have the right freely to organize, join and support the ASSOCIATION for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey of the Constitution of New Jersey and of the United States.

The Employer further agrees that it shall not discriminate against any employee with respect to hours, wages, of any terms or conditions of employment by reason of his membership in the ASSOCIATION, collective negotiations with Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the New Jersey.

II. EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of the State or Federal Laws.

III. ADHERENCE TO CIVIL SERVICE RULES

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

#### IV. RECOGNITION

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act and the provisions of Chapter 303 of the Laws of 1968 as amended and supplemented and the Rules and Regulations of the Public Employment Relations Commission, the Employer recognizes the ASSOCIATION as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of recognition and collective bargaining with respect to wages, hours and other terms and conditions of employment.



V. MANAGEMENT RIGHTS

All of the rights, powers, and authorities possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer. Prior rights and authorities shall continue and not be affected in any way by this Agreement.

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

VI. WAGES

A. Effective January 1, 1983, all eligible employees covered under the terms of this Agreement will be paid in accordance with the County wage submittal dated MARCH 16, 1983 covering wages from January 1, 1983 to December 31, 1983.

B. Wage Increase Eligibility

All employees in this bargaining unit being carried on the County payroll, on an approved leaves of absence will receive the wage increase negotiated in the following manner and with the following exceptions:

1. Employees hired in 1983 and thereafter will receive a pro-rata share of the Negotiated Wage Increase (N.W.I.) on the first January following their start of employment (i.e., commencing with the month the employee started employment and counting to December 31st, each month of service will represent one-twelfth (1/12) of the N.W.I. (.0833 times number of months of service times N.W.I. equal percentage of raise to be applied). The month in which the employee is hired will be considered a full month for the purpose of computation of this wage increase. The second January and for each subsequent January, they will receive a full share of the N.W.I.

2. Employees who sever employment with the County prior to the signing of the contract will not be included in the wage increase, with the exception of retirees; and deceased employees in which case payment will be made to his/her estate.

VII. MERIT INCREASES

It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A. 34-13A-1 et.seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the bargaining process. The only exceptions to this policy will be represented by certification to a higher position or a temporary or provisional appointment to a higher position. In these cases the promotion policy as contained in this contract will be observed.

VIII. OVERTIME

All employees shall be expected to complete their work in the time allotted for the normal working day. Any employee scheduled to work beyond their regularly scheduled workday or workweek shall be paid as follows:

Any employee shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) in compensatory time for all hours worked in excess of their regularly scheduled workday or workweek.

The scheduling of compensatory time will be upon the direction of the County Engineer or his designee.

It is understood and agreed that vacation days, personal days, sick days, and approved holidays will not be counted or used in computing overtime pay for hours worked in excess of the normal workweek.

IX. HOURS OF WORK

The hours of employment for personnel covered under the terms of this Agreement shall originate at 8:00 A.M. and terminate at 3:45 P.M.

Each employee shall be entitled to a lunch period of forty-five (45) minutes.

All employees shall receive a fifteen (15) minute break for each half day period of work, morning and afternoon.

X. NEW EMPLOYEES

It is the intention of the County to start all new employees at the hiring rate for that job title. Exceptions to this policy, if they should occur, will be communicated to the Chief Association Representative by the County Engineer within ten (10) working days.

It is understood and agreed that the salary of a new employee may be higher than the authorized hiring rate, commensurate with prior relevant experience.

XI. MEMBERSHIP

Association membership shall be as defined herein. If through promotion an employee becomes a professional employee of the County Engineer's Office, he shall automatically be represented by this Association. The employee shall relinquish any representation(s) in any other bargaining unit(s) with the Employer, and shall be subject to the clauses of the Agreement on the effective date of his promotion.



## XII. PROMOTIONS

Any employee promoted by Civil Service Certification or provisional appointment will receive a four percent (4%) increase on his/her annual base salary at the time of appointment. If the four percent (4%) does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligibles which names him/her as the provisional, will be returned to his/her previous lower title. The four percent (4%) increase will be deducted from his/her salary (date of demotion) and an interested eligible will be permanently appointed to fill the vacancy.

### XIII. MEDICAL BENEFITS

A. All full-time and eligible part-time employees (working twenty (20) hours or more per week) and employee's 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 Employer may change carrier or elect to become self-insured upon prior notice to the employee organization and with approval of the employee organization, so long as equivalent coverage is provided.

#### B. The Rutgers Community Health Plan (R.C.H.P.)

This 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.

#### C. Dental Plan

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.

#### D. Drug Prescription Plan

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

E. Vision Care Program

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

Eye Examination - \$20.00

Lenses and Frames combined -or- Contact Lenses - \$30.00

This program is as set forth by resolution authorizing these payments adopted by the Board of Chosen Freeholders on March 20, 1980 and as amended.

F. Payment of Blue Cross-Blue Shield Premiums for Retirees

Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38 the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally Administered Retirement System, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums. This policy is to be based upon the resolution authorizing these payments adopted by the employer on November 16th, 1978 and amended December 31st, 1978.

G. All full-time and eligible part-time employees and employees' eligible family will be entitled to all other medical benefits adopted by the Board of Chosen Freeholders.

XIV. TRAVEL EXPENSE

Each employee covered under the terms of this Agreement, who is required to use his/her personal automobile in the performance of his official duties shall receive twenty cents (20¢) per mile or the applicable County rate, whichever is higher, for the mileage travelled from January 1, 1983 to December 31, 1983 and this use must be authorized by the County Engineer or his designee.

XV. HOLIDAYS

The present holiday schedule in effect is to be adhered to and also to be observed are any additional holidays declared by constituted officials of the County, State, or Federal Government, provided said holiday has been recognized by the Board of Chosen Freeholders.

All scheduled hours worked on a holiday will be compensated at the rate of time and one-half compensatory time. The scheduling of compensatory time off will be upon the direction of the County Engineer or his designee.

XVI. BEREAVEMENT

All employees shall receive three (3) days leave in the event of the death of his/her parents, spouse, child, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts, and uncles, and any other relative living in the immediate household, such leave being separate and distinct from any other leave time.

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

XVII. 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 granted to the employee for the balance of the calendar year ending December 31st.

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

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

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

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

Vacation time accumulation will be based on the Civil Service Ruling now in effect.

The employer and his designated representatives shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling. All provisions of the County Engineer's Office concerning emergencies as set forth in promulgated rules and regulations of the Employer shall be observed by both parties. Employees shall submit requests for vacation time no later than April 15 of each year with first and second choices and the County Engineer will respond by May 15th. The first choice requested shall be on the basis of seniority, which shall mean day of hire. Vacation time may be used on less than a full vacation basis by Agreement of the employee's division manager or immediate supervisor.

Employees covered under the terms of this Agreement, who have an approved vacation, shall not be required to change vacation dates with less than thirty (30) days notice unless mutually agreed to.

Any Employee who is called into work while on vacation shall be paid for the day at the rate of time and one-half.



XVIII. SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter ( $1\frac{1}{4}$ ) 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 31st.

A. 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.

B. 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.

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

C. 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 and the basis for not granting any Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex 4A-12.6 or any amendment or supplement thereto.

XIX. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

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 ( $\frac{1}{2}$ ) payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000.00) which is credited to him on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

XXI. LONGEVITY

All eligible employees shall be entitled to receive a longevity increase which will be based upon their salary as of December 31st of the previous year, (maximum base salary \$22,000.00). 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, 1981, the present longevity program will continue for all employees on the payroll as of December 31st, 1980. Employees starting employment with the County on January 1, 1981 and thereafter will not accrue longevity.

XX. AUTHORIZED LEAVES

All 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.

XXII. PERSONNEL FILES

Employees shall have the right to inspect and review their own individual personnel file upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employee shall have the right to define, explain, or object in writing to anything found in his personnel file. This writing shall become a part of the employee's personnel file and shall be transmitted in conjunction with any documents to which the writing refers.

XXIII. PERSONAL DAYS

All employees shall have four (4) paid personal holidays to be used for any purpose whatsoever. Personal holidays may be taken on separate days or consecutively; however, the employee shall give the Employer one (1) day notice for each personal holiday to be taken. New employees shall accrue one (1) personal holiday at the end of each third (3rd) month of employment and severance pay shall be calculated considering personal holidays on the basis of one (1) accrued personal holiday per third (3rd) month of employment completed in the year said employment is terminated. Personal holidays may not be accumulated annually.

#### XXIV. GRIEVANCE PROCEDURE

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment. Any employee wishing to process his own grievance may do so, but no settlement shall be made inconsistent with the terms of final agreement reached.

Grievances must be initially filed within ten (10) working days of the incident, or the employee's knowledge of such incident. Any retroactive settlement will be made as of the date of filing of the grievance. The ASSOCIATION'S failure to move a grievance to the next step within the proper time frames will be deemed as settlement of the grievance. Time extensions may be mutually agreed to by the Employer and the ASSOCIATION.

All grievance shall be processed as follows:

Step 1. The employee ASSOCIATION shall present the Employee grievance or dispute to the County Engineer or his designee within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The County Engineer or his designee shall respond to the ASSOCIATION representative in writing within five (5) working days.



Step 2. If the grievance still remains unadjusted or unanswered by the County Engineer or his designee, it shall be presented by the ASSOCIATION representative to the County Personnel Director or his designee in writing within seven (7) working days after the response of the Department Head or his designee is due. The Personnel Director or his designee shall respond in writing to the ASSOCIATION representative within ten (10) working days.

Step 3. If the grievance is not settled by Steps 1 and 2, then the ASSOCIATION within ten (10) working days after a written decision (Step 2) shall have the right to submit only such grievances which are claimed violations, misinterpretations or misapplication of the terms of this Agreement and the referenced policies directly affecting them (the ASSOCIATION) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations Commission. The Arbitrator appointed shall have full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be advisory on both parties. The cost of the Arbitrator and his expense shall be borne equally by both parties.

XXV. RULES OF EMPLOYER

All rules and regulations promulgated by the Employer for the proper and efficient operation of the Engineering Department will be made known to the ASSOCIATION and are deemed part of this Agreement.

XXVI. PART-TIME EMPLOYEES

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

Vacation

Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn one (1) day of vacation leave.

Sick Leave

Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn 1¼ days of sick leave.

Holidays

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

Hospital and Dental Programs and Drug Prescription Program

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

Part-time employees are not entitled to the following:

Personal Days, Bereavement Days, and Longevity.

Public Employees' Retirement System

It is compulsory for part-time employees of the County of Middlesex to enroll in PERS if they were permanently appointed on or after January 2, 1955, provided they earn at least five-hundred dollars (\$500.00) a year and are paid in each quarter of the year.

XXVII. SUPPER HOUR

Any employee required to work through the supper hour shall be entitled to reimbursement for meals at the rate of five dollars and fifty cents (\$5.50) per meal. The supper hour reimbursement shall apply when the employee has worked a minimum of ten (10) consecutive hours.

XXVIII. TUITION AID

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accord with the policies and procedures established for the Middlesex County tuition aid program, subject to availability of funds.

XXIX. SAVINGS CLAUSE

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

XXX. NO-STRIKE OR LOCK-OUT

Neither the ASSOCIATION nor the Employee or the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or lock-out. 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.

XXXI. SUSPENSION OF PROVISIONS OF AGREEMENT

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

The Employer and the ASSOCIATION shall renegotiate a replacement provision that shall supercede the invalid provision. Said renegotiation shall commence no later than thirty (30) days following the termination of the invalid provision.



XXXII. PROFESSIONAL MEMBERSHIP AND DUES

Each Association member possessing a professional engineer's, land surveyor's, and/or architect's license shall be entitled to membership in one (1) professional society paid by the County up to a maximum of fifty dollars (\$50.00) per person per year.

The County Engineer reserves the right to approve which societies are to be permitted within the County Engineer's Office in order to obtain maximum exposure to the various engineering disciplines. The Office of the County Engineer may then take advantage of membership discounts for the purchase of books, periodicals, and engineering materials for the office and discounts for seminars or free attendance at seminars offered by the various societies.

XXXIII. PROFESSIONAL LICENSE INCENTIVE PROGRAM

All members currently possessing a New Jersey Professional Engineer's License, Professional Land Surveyor's License and/or Architect's License shall be granted a benefit allotment of five hundred dollars (\$500.00) which shall be added to their base salary.

This benefit shall be also given to any Association member not currently licensed upon their successful attainment of any of the aforesaid licenses.

In addition, any person possessing any of the aforesaid licenses who is either hired or promoted to a professional title in the future shall be eligible for this five hundred dollar (\$500.00) benefit.

XXXIV. SEMINARS

Each member of the Association shall be entitled to attend seminars, conferences, workshops, etc. each year at a cost not to exceed two hundred dollars (\$200.00). This amount may be applied to the cost of the seminar, transportation, lodging, meals, or a combination thereof not to exceed two hundred dollars (\$200.00) per each individual each year..

If a seminar is scheduled during normal working hours, the employee will be granted time to attend. If the seminar extends beyond normal working hours, said time will not be eligible for any compensation.

This arrangement does not replace nor modify any existing program of the County concerning continuing education. It is the intent of this program to supplement the other educational programs and allow Association members to attend non-degree oriented seminars within their professional field of interest that would not be covered under other programs.

Seminars chosen will be approved by the County Engineer.

XXXV. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1983 until December 31, 1983. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This Agreement may be reopened for 1984 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one-hundred and twenty (120) days prior to December 31, 1983.

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

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

COUNTY OF MIDDLESEX:

ATTEST:



Marie J. MacWilliam, Clerk



Stephen J. Capestro, Director



Association Chairman



Association Representative



Association Representative