

RESOLUTION

WHEREAS, The Middlesex Council #7, New Jersey Civil Service Association is the exclusive bargaining agent for all office clerical employees and employees of the Parks, Roads, Highways, Bridges and Public Property Departments employed by the County of Middlesex to and including Road Foreman level and Highway and Bridge Inspectors; and

WHEREAS, said Middlesex Council #7, New Jersey Civil Service Association and representatives of the County of Middlesex have completed negotiations pursuant to Chapter 303, Laws of 1968 of the State of New Jersey (Public Employment Relations Commission); and

WHEREAS, agreement has been reached between the representatives of the County of Middlesex and the representatives of said employee group, which agreement is in accordance with the attached; and

WHEREAS, it is the opinion of the Board of Chosen Freeholders that said agreement is in the best interest of the County of Middlesex;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the attached agreement between the Middlesex Council #7, New Jersey Civil Service Association, and the County of Middlesex, shall be and is hereby approved; and

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to enter into an agreement with the above mentioned parties as attached hereto, and the Clerk of this Board shall be and is hereby directed to attest said agreement and to affix thereto the corporate seal of the County of Middlesex; and

BE IT FURTHER RESOLVED that the salary schedule adopted by resolutions of the Board of Freeholders on January 2nd, 1975 and revised February 6th, 1975 as subsequently amended, shall be and is hereby amended in accordance with said agreement attached hereto; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and be retroactive to January 1st, 1975; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Director of Personnel and Employee Relations, the County Treasurer, the County Comptroller, the County Administrator and the New Jersey Department of Civil Service.

DATED: MAY 1 1975

I, Mary C. Hudson, Asst. Clerk of the Board of Chosen Freeholders of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a resolution adopted at a meeting of the Board held on MAY 1 1975

Mary C. Hudson
Asst. Clerk

THIS AGREEMENT made the 1st day of May, 1975,

between THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer), and THE MIDDLESEX COUNCIL #7, NEW JERSEY CIVIL SERVICE ASSOCIATION (hereinafter known 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 Employees 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;

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

1. RECOGNITION: The Association is hereby designated as the bargaining agent for all office clerical employees and employees of the Parks, Roads, Highways and Bridges, and Public Property Departments employed by the County of Middlesex to and including Road Foreman level and Highway and Bridge Inspectors. Confidential and Professional employees are excluded.

The above mentioned unit shall not in any way exclude classifications whereby established procedures, prior agreement, or special circumstances, the County of Middlesex has recognized Council #7, as

exclusive bargaining agent for its employees.

The appropriate bargaining unit for both the white collar unit and the blue collar include supervisors (as recognized past practice of the Association) in any permanent position (as defined in Civil Service Rules, State of New Jersey, November 30th, 1973).

2. 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.

Authorized Representatives of the Association shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of the final agreement reached, so long as such visits do not interfere with proper service to the public.

3. DUES CHECKOFF: The Employer agrees to deduct from the earnings of each employee Association member dues when said employee has properly authorized such deduction in writing. The deduction formula is to be agreed upon subsequently.

4. HOURS OF WORK: The work hours for the white collar unit are to be as follows: 8:30 a.m. to 4:15 p.m., with forty-five (45) minutes for lunch, and these hours are to remain in effect until mutually changed. Either party has the right to request a change, and such request is to be the subject for negotiations.

SHIFT DIFFERENTIAL: Additional base pay will be subsequently negotiated for those working night shifts as an addendum to the contract, as soon as possible.

It is further agreed that employees working in the field or on the road travelling shall compute their hours of work on a portal to portal basis.

5. OVERTIME: (a) All employees shall be expected to complete their work in the time allotted for the normal working day. Any employees scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half in pay.

(b) Employees requested to work overtime on Saturday or Sunday, the sixth or seventh work day will be paid time and one half ($1\frac{1}{2}$).

(c) Employees scheduled to work on a holiday shall be paid their regular day's pay plus an additional rate of time and one-half ($1\frac{1}{2}$) for all hours worked.

(d) The following holidays will be paid at double time when an employee is requested to work on these holidays:

- A. Parks Department - Thanksgiving, Christmas, New Years
- B. Roads - July 4th, Labor Day, Thanksgiving
- C. Public Property - July 4th, Thanksgiving, Christmas

(e) Overtime shall be scheduled on a reasonably equalized basis where such work is in the nature and normal routine of the job.

(f) Call in pay of four hours minimum for emergencies shall be paid to all employees called to work by the Road Supervisor, Park Superintendent, Superintendent of Public Property, or any other designated representative of the Employer.

6. WAGES AND PAY PERIODS: Effective January 1, 1975, all eligible employees shall receive a wage increase of 10% over their December 31, 1974 wages.

7. WAGE INCREASE ELIGIBILITY: All employees in this bargaining unit being carried on the County payroll, or on approved leaves of absence will receive the wage increase negotiated with the following exceptions:

(a) Employees hired in 1974 will receive their negotiated wage increases on their anniversary date in 1975.

(b) Employees hired in 1975 will receive their negotiated wage increases on their anniversary date in 1976.

(c) Employees who sever employment with the County prior to the signing of the contract will not be included in the wage increase, (with exception of retirees).

(d) It is agreed that the wage increase will be limited to that amount which enables an employee to reach the maximum of his/her range or the negotiated wage increase of 1975. The 1975 Salary Ranges will remain in effect through 1976.

In the event a promotion occurs during 1975, the 10% increase will be based upon the salary of the employee as of December 31st, of the preceding year.

For the duration of the 1975 contract year, each permanent-certified employee who has been in his/her job title for five years will reach his/her 1974 maximum within two additional years.

8. SEASONAL EMPLOYEES (SUMMER HELP): Indirect benefits will be limited to Workmen's Compensation and those other benefits provided by law. Employees in this category will not receive vacation days, sick days, holidays, personal days, bereavement days, hospitalization and dental benefits or any other indirect contractual benefits.

9. LONGEVITY: All eligible employees shall be entitled to receive longevity which will be based upon their salary as of December 31, 1974, starting with the completion of the 8th year of service as follows:

9 through 15 years of service	=	2%
16 through 20 years of service	=	4%
21 years and over	=	6%

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.

10. MEDICAL BENEFITS: All full-time and eligible part-time employees and employees' family shall be covered by Blue Cross, Blue Shield, and Rider J; at the Employer's expense. The present #500 Series Plan will be changed to the #750 Series Plan when available to the County. Major Medical for the eligible employees and family shall be supplied at the Employer's expense, when the contract is finalized and is not retroactive to January 1, 1975.

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.

11. HOLIDAYS: The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared by legally constituted authorities of the County, State and Federal Government.

12. PERSONAL DAYS: All employees shall have three (3) personal Holidays in addition to those above for any personal purpose. Personal holidays may not be carried over to the following year. Personal holidays may be taken on separate days or consecutively; however, the employee should, whenever possible, 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 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.

13. BEREAVEMENT: All employees shall receive three (3) 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-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 and will start with the date of death and continue until the date of burial. The total bereavement leave will amount to three (3) days.

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

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

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 Department of Civil Service concerning emergencies, etc., shall be observed by both parties. Employees shall submit requests for vacation time no later than May 1st of each year, with first and second choices. The first choice requested shall be on the basis of seniority. Vacation time may be used on less than a full vacation basis by agreement of the employee's immediate supervisor. It shall be assumed that an employee will remain in the service for the full calendar year, or portion

thereof from date of hire, and is entitled to use all vacation time for that year when requested as permitted by the vacation schedule. Any employee leaving the service of the County shall have unused vacation time paid him. Unearned vacation time used will be deducted from employee's last pay if separation of services occurs.

15. SICK LEAVE: Sick leave shall accumulate at the rate of one and one-quarter ($1\frac{1}{4}$) 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 leave has 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 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 workmen's compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

16. INJURY LEAVE: All of the requirements of N.J.S. 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 4-2.4 and 4-2.6 or any amendments or supplements thereto.

17. JURY DUTY: Should an employee be obligated to serve as a juror he shall receive full pay from the County for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the County.

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

19. DISCRIMINATION: No employee shall be discharged or discriminated against because of race, creed, sex, color, ethnic background, political affiliation or association activity. If justification for discharge cannot be agreed upon by the employer and the Association, the matter shall be arbitrated in accordance with the arbitration provisions as set forth in this agreement.

20. 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.

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

Step 2. If the grievance has not been settled, it shall be presented in writing by the council representative to the Department Head within five (5) working days after the supervisor's response is due. The Department Head shall respond to the council 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 council representative to the Personnel Director, in writing within seven (7) working days after the response of the Department Head is due. The Personnel Director shall respond in writing to the council representative within ten (10) working days. The council 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 grievances 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 employees signature shall not be accepted or processed.

21. 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 employee cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the Civil Service Commission 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 employee Association. Time extensions may be mutually agreed to by the Employer and the employees.

22. 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.

23. ECONOMY LAYOFFS: The Employer agrees that in the event of employee layoffs for bona fide economy reasons with good faith demonstrated on the part of the Employer to the Association, same shall be on the basis of seniority, beginning with temporary help, then provisional employees, and last, permanent employees, according to procedures specified in Civil Service Rules. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the Employer shall provide proper written notice to permanent employees to be laid off, forty-five (45) days in advance as required by Civil Service Rules.

24. 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. These employees shall be credited with sick, personal and vacation leave allowances. They shall be entitled to receive holiday leaves for the months in which they are employed.

25. PROMOTIONS: (a) Promotional positions shall be filed in accordance with Civil Service Rules and eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled. It is understood and agreed that promotions in the classified services shall be viewed and understood as recognition of an employee's efforts and as a career advancement for all employees of the County.

(b) An employee at the maximum pay range for his class of employment shall be given the opportunity to advance to the next higher class where available.

(c) Any employee whose class of employment indicates a higher class is available according to Civil Service job titles shall be given an opportunity to advance to the higher class and higher range of pay, by mutual consent of both parties, provided the employee has served permanently in a satisfactory manner in the lower class for a period of at least one year. If a disagreement arises, said disagreement shall be subject to the grievance procedure.

(d) No employee shall receive a pay cut on promotion. If an employee is at a rate higher than the minimum rate of the higher job to which he is being transferred, he shall receive the rate of the next higher increment. If the employee is receiving a rate less than the minimum of the job to which he is promoted, he shall be given the minimum.

(e) If the Employer should request a complete title survey and reclassification survey of all County employment positions by the Department of Civil Service, the Association will be permitted to take an active part in the survey. To the extent of its vested interest in the employees whom it represents in accordance with all Civil Service rules and regulations and applicable laws the Employer will notify the Association that a survey is taking place and ask for recommendations and cooperate with the Association regarding said survey.

26. RIGHTS AND PRIVILEGES OF THE ASSOCIATION: (a) The Employer agrees to make available to the Association all public information concerning the financial resources of the County together with information which may be necessary for the Association to process any grievance or complaint. All requests shall be made through the Personnel Director.

(b) Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working

hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss in pay.

(c) The Association has the use of bulletin boards and mailboxes.

27. 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.

28. EMPLOYEE EXPENSES: When any class of employment requires the use of specialized equipment, such as rain gear, mechanics' coveralls, and safety equipment; these shall be provided by the Employer at no expense to the employee. Where mechanics and repairmen provide their own tools for use on County jobs, such employees shall receive a tool replacement if their own personal tool is damaged or destroyed.

29. SAFETY: (a) The Employer agrees to assure the safety and adequacy of all working areas and equipment provided for employment use.

(b) The Employer will appoint a member of the Association to the Safety Committee.

(c) Where safety equipment is provided it is the responsibility of the employee to utilize such equipment.

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

31. SUPPER HOUR: Any employee required to work through the supper hour shall be entitled to reimbursement for meals at the rate of three dollars (\$3.00) per meal. The supper hour shall commence when the employee has worked a minimum of ten (10) hours.

32. 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.

33. 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 to only such limitations as are specifically provided in this agreement.

34. 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.

35. 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.

36. It is agreed by both parties that all provisional promotions within C.S.A. #7 will be limited to the classification immediately above the classification of the person concerned whenever practicable. Seniority for provisional promotion will be given prime consideration. It is further understood that this policy will refer only to provisional promotions following finalization of the Contract.

37. It is not the intention of the County that Foremen will perform productive work which normally is done by a non-supervisory employee, except in cases of:

- a. Emergency work.
- b. Work performed for instruction purposes.
- c. Work that cannot be performed by a non-supervisory employee, through lack of familiarity with the work.

38. DURATION OF CONTRACT: It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1, 1975 until December 31, 1976, and until the new contract is negotiated and executed by all parties.

This agreement may be reopened by either party for the Contract Year 1976 for the sole purpose of renegotiating wages and health benefits and upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31st, 1975.

In addition C.S.A. #7 reserves the right to discuss and if possible negotiate a form of life insurance for it's members.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

MIDDLESEX COUNCIL #7 N.J. CIVIL SERVICE ASSOCIATION

Richard M. Mack, Jr.
ATTEST:

Edward F. Grimley
Edward F. Grimley, President

BOARD OF CHOSEN FREEHOLDERS

Richard M. Mack, Jr.
ATTEST: Richard M. Mack, Jr.,
Clerk

Peter Daly Campbell
Peter Daly Campbell, Director