

A G R E E M E N T

Between

THE COUNTY OF MIDDLESEX County Board

-and- Chosen Freeholders

MIDDLESEX COUNCIL NO. 7,

NEW JERSEY CIVIL SERVICE ASSOCIATION

(Combined white- and blue-collar unit, Includes supervisory employees.)

X January 1, 1984 - June 30, 1985

I N D E X

	<u>Page</u>
ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT	29
ADHERENCE TO CIVIL SERVICE RULES	42
ARBITRATION	41
ASSOCIATION REPRESENTATIVES - RIGHTS AND PRIVILEGES	4-5
BEREAVEMENT	24
BREAKS	31
COMPUTATION ERRORS	57
DISCIPLINE	35-40
DUES CHECKOFF	6-7
DURATION OF CONTRACT	60
ECONOMY LAYOFFS	44
EMPLOYEE EXPENSES	50
GRIEVANCE PROCEDURE	32-34
HEADINGS	61
HOLIDAYS	21-22
HOURS OF WORK	8
INJURY LEAVE	28
JURY DUTY	30
LONGEVITY	18
MANAGEMENT RIGHTS	54
MEAL REIMBURSEMENT	52

INDEX (Cont.)

	<u>PAGE</u>
MEDICAL BENEFITS	19-20
Blue Cross/Blue Shield	19
Dental Plan	19-20
Drug Prescription Plan	20
Health Maintenance Organization (H.M.O.).	19
Payment of Blue Cross/Blue Shield Premiums for Retirees	20
Vision Care	20
MILEAGE ALLOWANCE	53
NEW EMPLOYEES	14
NON-DISCRIMINATION	3
NO STRIKE OR LOCK-OUT	59
OVERTIME	9-11
Call Back Time	10
Compensatory Time	11
Overtime Schedule	11
PART-TIME EMPLOYEES	45-46
PERSONAL DAYS	23
PERSONNEL FILES	49
PREAMBLE	1
PROMOTIONS	15
PROVISIONAL PROMOTIONS -- JOB VACANCY-JOB BIDDING	56
RECLASSIFICATION SURVEY	47
RECOGNITION	2
RULES OF EMPLOYER	48

INDEX (Cont.)

	<u>PAGE</u>
SAFETY	51
SAVINGS CLAUSE	58
SEASONAL EMPLOYEES (SUMMER HELP)	17
SEPARABILITY CLAUSE	43
SHIFT DIFFERENTIAL	16
SICK LEAVE	27
SIGNATURE OF THE PARTIES	62
SUPERVISORS AND FOREMAN	55
VACATIONS	25-26
WAGE INCREASE ELIGIBILITY	13
Merit Increases	13
WAGES AND PAY PERIODS	12

THIS AGREEMENT made the *2nd* day of *February*, 1984, 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, as amended, 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, as amended, 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 condition 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 the classification and titles contained in the 1984 "Compensation Schedule" which shall constitute and be recognized as a part of this Agreement. 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 the exclusive bargaining agent for its employees.

The appropriate bargaining unit for both the white collar unit and the blue collar unit 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. NON-DISCRIMINATION

The County of Middlesex is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against and the County shall not discharge, demote, discipline, reassign or transfer any employee because of race, sex, age, nationality, creed, color, religion, marital status, handicap, political or union affiliation, or lawful association activity. Any such alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

3. ASSOCIATION REPRESENTATIVES - RIGHTS AND PRIVILEGES

A. The Association shall have the right to designate a representative group of Shop Stewards reflective of total membership, and such Association Shop Stewards or other authorized Representatives shall not be discriminated against due to their legitimate Union Representatives activities.

B. Authorized Representatives of the Union in cooperation with management 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.

C. It is agreed that the Association will furnish to all departments or offices a list of duly elected or appointed Stewards within ten (10) days after their election or appointment. Stewards will not be transferred or reassigned to another location without ten (10) days prior notice in writing to the Association, and the reason for the transfer must also be given to the Association, and such transfer shall be subject to grievance procedure, and such transfer, if grieved, shall not be made until such grievance is settled.

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

Association Representatives - Rights and Privileges (Cont.)

E. The Employer agrees to promptly make available to the Association all public information concerning the County of Middlesex, including but not limited to the financial resources of the County of Middlesex, together with all information which may be necessary for the Association to process any grievance, unfair practice charge, arbitration or complaint. All requests shall be made through the Personnel Director.

F. Whenever any Representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conference, or meetings within the County complex, he/she shall suffer no loss in pay.

G. P.E.R.C. attendance will not exceed three (3) Association Representatives with no loss in pay.

H. The Association shall have the continued use of bulletin boards and mailboxes.

Dues Checkoff (Cont.)

per year or such other sum in the amount of eighty-five percent (85%) of the Association dues as is approved by the Association, in its sole discretion from time to time.

D. The Union has established and maintains a "demand" and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.C.S.A. 34:13:A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13:A-5.4, as amended.

4. DUES CHECKOFF

A. The Employer shall deduct Association dues from the earnings of each employee Association member provided the employee executes a written authorization for such dues deduction. The Employer shall deduct the sum of three dollars (\$3.00) from twenty-four (24) of the employee's twenty-six (26) paychecks in each calendar year, or a total sum of seventy-two dollars (\$72.00) per year or such other sum as is approved by the Association in its sole discretion from time to time. The Employer shall continue to deduct said dues until an employee resigns as a member of the Association in accordance with the Association's By-Laws or other rules, and written notice thereof is sent to the Employer by the Association.

B. Any member of the Association desiring to resign from the Association will be permitted to do so only on two (2) specific occasions during the calendar year, i.e., on January 1st or July 1st. This request must be in writing to the President of the Association and the County Comptroller

C. The Employer shall deduct a representation fee in lieu of dues from each employee who is not a member of the Association but who is covered by this Agreement. The Employer shall deduct the sum of two dollars and fifty-five cents (\$2.55) from twenty-four (24) of the non-member employee's twenty-six (26) paychecks in each calendar year, or a total sum of sixty-one dollars and twenty cents (\$61.20)

5. HOURS OF WORK

A. The work hours for the white collar unit shall be 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 subject for negotiations. All other employees shall work forty (40) hours per week.

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

6. OVERTIME

A. Employees requested or scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half ($1\frac{1}{2}$) in pay, except as hereinafter provided.

B. Employees requested or scheduled to work in excess of the normal work week, and/or the sixth and seventh consecutive days, shall be paid at the rate of time and one-half ($1\frac{1}{2}$) in pay for all overtime worked.

C. If an employee does not give five (5) working days prior notice of taking a vacation day and is scheduled to work on Saturday or Sunday, or on the sixth or seventh day in the work week that a vacation day is taken, then that employee shall be paid at the straight time rate for those overtime hours worked, except as follows: If an employee is sick, or if an employee requests a vacation day in the same work week that the employee is later scheduled or requested to work on Saturday or Sunday, or on the sixth or seventh day in the work week, by the Director or his/her designee, the employee shall be paid at the rate of time and one-half ($1\frac{1}{2}$) in pay for the overtime hours worked.

D. Except as provided in subsection (E), employees scheduled to work on a holiday shall be paid their regular day's pay plus an additional rate of time and one-half ($1\frac{1}{2}$) in pay for the hours worked on the holiday and shall not also receive a compensatory day.

Overtime (Cont.)

E. Notwithstanding any other provision of this Agreement to the contrary, employees scheduled to work on New Year's Day, July 4th or Christmas Day shall be paid their straight time rate plus an additional rate of double time in pay for the hours worked on those holidays and shall not also receive a compensatory day.

F. Overtime shall be scheduled on an equalized bases where such work is in the nature and normal routine of the job.

G. Any hour worked and paid for at overtime rates shall not be pyramided or used again for computing pay in excess of the normal work week or for any other pay.

H. Call Back Time - If an employee is called back to work by any Department Head or their designee, and reports to work, these rules shall apply:

(i) Any employee called in after working a normal shift or work day shall receive a minimum of four (4) hours pay at time and one-half ($1\frac{1}{2}$) in pay, regardless of the actual time worked.

(ii) If an employee is called in on a holiday, he/she shall receive a minimum of four (4) hours pay at the applicable holiday rate of pay, regardless of the actual time worked.

I. Call Back Time begins when an employee reports on the job and ends when his time stops.

Overtime (Cont.)

J. Overtime Schedule - An overtime schedule shall be posted and kept in date indicating the overtime hours worked by the employees in their respective departments.

K. Compensatory Time - An employee may request compensatory time for overtime hours worked. Compensatory time shall be computed at the applicable overtime or holiday rate. However, the employee's Department Head shall retain the final authority on the right to grant compensatory time.

L. Employees in this bargaining unit who are assigned work in the higher grade by the Department Head or his/her designee shall be paid fifty cents (\$.50) per hour over their existing salary or the minimum of the higher title, whichever is greater on an hour-by-hour basis until such time he/she no longer performs the duties in the higher grade.

7. WAGES AND PAY PERIODS

A. Effective January 1, 1984 all eligible employees whose December 31, 1983 base salary is less than the 1984 minimum of their salary range will receive the greater of:

(1) The amount to bring the base salary to the 1984 minimum of the salary range.

-OR-

(2) If (1) is less than 5.4% of the base salary will move to the first step of the range.

B. Effective January 1, 1984 all eligible employees who, upon being placed on step, are at the maximum of the 1984 salary range and those employees whose December 31, 1983 salaries are over the maximum of the 1984 salary range will receive one increment.

C. Effective January 1, 1984 all eligible employees (excepting those who are at or over the maximum of the 1984 salary range and excepting those in 7.A. and 7.B. above) will be placed on the closest step upward in their salary range and moved one step on their range scale.

D. Effective January 1, 1985 all eligible employees shall receive one step upward in their salary range, not to exceed the maximum of the range. All employees at or over the maximum of the range will not receive a change in salary.

8. WAGE INCREASE ELIGIBILITY

All employees in this bargaining unit being carried on the County payroll will receive the wage increase negotiated as set forth in Article 7. Wages and Pay Periods with the following exceptions:

A. It is understood and agreed that employees being carried on approved leaves of absence shall receive the wage increase provided for his/her eligible hours worked during the eligibility period.

B. 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, and deceased employees, in which case payment will be made to his/her estate.

C. 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.

9. NEW EMPLOYEES

It is the intention of the Employer, in cooperation with the Association, to start all new employees at the minimum of the salary range for that position. Excpetions to this policy, if they should occur, will be communicated to the Association President.

10. PROMOTIONS

A. Promotional positions shall be filled in accordance with Civil Service Rules and Regulations. Eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled.

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

C. Any employee promoted by Civil Service Certification or provisional appointment, from their present salary range to a higher salary range, shall receive a three percent (3%) increase on their current salary and then placed on the closest step upward in the new range or the new minimum, whichever is greater than their present salary.

D. A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligibles which names them as the provisional, will be returned to their previous lower title and salary.

E. All promoted employees who receive a new annual salary pursuant to this Article (10. Promotions) shall also be entitled to receive all other wage increases as provided in Article 7. Wages and Pay Periods.

11. SHIFT DIFFERENTIAL

A. Employees who work a second shift shall receive an additional twenty-five cents (25¢) per hour and employees who work the third shift shall receive an additional thirty cents (30¢) per hour over the hourly rate for the first shift.

B. Any such employee who works overtime shall receive shift differentials at the applicable overtime or holiday rate.

C. A first shift shall be defined to mean between the hours of 7:00 a.m. to 5:00 p.m. or any reasonable variation thereof.

D. A second shift shall be defined to mean between the hours of 2:00 p.m. and 1:00 a.m. or any reasonable variation thereof.

E. A third shift shall be defined to mean between the hours of 11:00 p.m. and 9:00 a.m. or any reasonable variation thereof.

12. SEASONAL EMPLOYEES (SUMMER HELP)

Indirect benefits for seasonal employees 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.

13. LONGEVITY

All eligible employees shall be entitled to receive longevity payments which shall be based upon their salary as of December 31st of the previous calendar year, (maximum base salary \$20,000). The rate of longevity shall commence with the completion of the eighth (8th) year of service, as follows:

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

14. MEDICAL BENEFITS

A. All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J, or equivalent, 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 with approval of the Association and upon a prior notice to the employee organization so long as equivalent coverage is provided.

B. Health Maintenance Organization (H.M.O.) - Several Health Maintenance Organizations are 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 H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. 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.

It is understood and agreed, for the 1984-1985-1986 contract years, that the Employer will contribute \$2.49 per month toward the dependent coverage of the employee in the Modified Plan. The employee will contribute \$6.91 per month. Total amount

Medical Benefits (Cont.)

for dependent coverage in the Modified Plan, \$9.40 per month. In addition, the Employer will contribute \$10.32 per month toward the dependent coverage of the employee in the Family Plan. The employee will contribute \$28.62 per month. Total amount for dependent coverage in the Family Plan, \$38.94 per month.

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 of \$1.25 per prescription by the employee.

E. 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.

F. 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	- \$25.00
Lenses and Frames combined -or- Contact Lenses	- \$35.00

It is understood and agreed that the Vision Care Program will apply to the employee only.

15. HOLIDAYS

A. The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared legally by constituted authorities of the State and Federal Government, provided such holidays are approved by the Board of Chosen Freeholders of Middlesex County.

B. All full-time and regular part-time employees (see article 30.) shall be entitled to the following paid holidays each calendar year:

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

C. If a holiday falls on a Saturday, it shall be observed on the preceeding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls during an employee's vacation or bereavement time, he shall be granted an additional day off with pay.

Holidays (Cont.)

D. All full-time employees working on a holiday will receive their regular day's pay at a straight time rate plus time and one-half ($1\frac{1}{2}$) for the holiday worked and no compensatory day.

E. All full-time employees scheduled off on a holiday shall receive their regular time rate and no compensatory day.

F. Employees scheduled to work on New Year's Day, July 4th, or Christmas Day shall be paid their regular day's pay plus an additional rate of double time pay for the hours worked.

G. Those employees who are employed in a seven-day operating facility will observe a holiday on the actual calendar day it occurs.

H. Those employees who are employed in a five day operating facility will observe a holiday as per the Middlesex County Holiday schedule.

16. PERSONAL DAYS

All employees shall have four (4) paid personal days in each calendar year for any personal purpose, in addition to all other leave provided in this Agreement. Personal days may not be carried over to the following calendar year. Personal days may be taken on separate days or consecutively; however, the employee should, whenever possible, 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 (3rd) month of employment and severance pay shall be calculated considering personal days on the basis of one (1) accrued personal day per third (3rd) month of employment completed in the year said employment is terminated.

17. BEREAVEMENT

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

B. Bereavement leave shall be communicated to the employee's supervisor by the employee and said employee shall be granted three (3) days leave of absence consisting of three (3) working days next following the day of death. The employee shall be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3) days.

C. If an employee is on vacation and an eligible death occurs, vacation leave shall terminate and bereavement leave shall apply.

18. VACATIONS

A. A new employee shall be granted vacation leave 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 at the rate of one (1) day per month shall be credited to the employee for the balance of the year ending December 31st.

B. 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 vacation days shall be deducted from the separated employee's pay.

C. 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.

Vacations (Cont.)

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

E. Unused vacation time may be carried over for one (1) year only.

F. 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 need not be taken continuously, at the employee's discretion. It shall be assumed that an employee shall 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 Employer shall have unused vacation time paid by him. Unearned vacation time used shall be deducted from employee's last pay if separation from services occurs.

19. SICK LEAVE

A. A new employee shall earn sick leave at the rate of one and one-quarter ($1\frac{1}{4}$) days 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 sick days shall be credited to the employee for the balance of the calendar year ending December 31st, based upon the above formula of one and one-quarter ($1\frac{1}{4}$) days per month.

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

C. 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.

D. All other proper and authorized leaves as provided in the rules of the Department of Civil Service, shall be recognized and constitute a part of this Agreement.

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

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

20. INJURY LEAVE

A. Whenever an employee is injured or disabled as a result of or arising out of his employment so as to be physically unfit for his or her duty, the Board of Freeholders may adopt a resolution granting up to one year's leave of absence with pay. Such leave shall not be chargeable to sick leave. Prior to the passage of such resolution, the Employer's Board of Freeholders shall be satisfied by a certificate of a physician as to the degree of injury or disability, and shall enter into a contract with the employee to reimburse the Employer out of the monies he or she may receive as workmen's compensation, temporary benefits, or legal settlement arising out of his or her injuries.

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

C. All of the requirements of N.J.S.A. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex 4A-12.6 or any amendment or supplement thereto.

21. 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, which sum shall be computed at the rate of one-half ($\frac{1}{2}$) of the employee's daily rate of pay for every full day of earned and unused accumulated sick leave (not to exceed \$12,000) which is credited to him/her on the employment records and certified by the appointing authority on the effective date of his/her retirement.

22. JURY DUTY

Should an employee be obligated to serve as a juror, he or she shall receive full pay from the Employer 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 Employer, excluding jury duty travel allowance.

23. BREAKS

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

24. 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. The Employee Association Grievance Committee shall be recognized as the representative for presenting an employee grievance or dispute from the initial filing to conclusion of the grievance complaint in accord with the agreed to grievance procedure as outlined in the labor agreement as follows:

Step 1. The employee Association shall present the employee 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 may, in his or her discretion, respond orally or in writing, within three (3) working days, and any written response shall consist of a factual report of the grievance or dispute but shall not include any statement of position or policy.

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.

GRIEVANCE PROCEDURE (Cont.)

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 or his/her designee, in writing within seven (7) working days after the response of the Department Head is due. The Personnel Director, or his/her designee, shall respond in writing to the Council Representative within ten (10) working days. The Council may request a meeting with the Personnel Director, or his/her designee, 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, or his/her designee.

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum - every effort will be made to expedite the grievance as set forth herein.

It is further understood and agreed that any settlement of the grievance is limited to the date of filing of the grievance. However, it is further agreed that the extension of grievance processing time may be extended by mutual consent of both parties. Failure to move a grievance to the next step will be considered a withdrawal of the grievance.

Employee's grievances shall be presented to the County Supervisory Representative on forms prepared by the Civil Service Association.

GRIEVANCE PROCEDURE (Cont.)

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.

A group or policy grievance shall be directly submitted at the Step 3. level to the Personnel Director, or his/her designee.

25. DISCIPLINE

A. The principles of corrective discipline for employees covered under the terms of this Agreement with respect to recurring minor offenses of the same nature as more fully set forth in N.J.A.C. 4:1-16.7, but not limited to, are outlined as follows:

Step 1: Oral Warning

Given by the supervisor to the employee in the presence of an Association representative and clearly stating all the reasons for the warning. Notation is made in employee's personnel file.

Step 2: Written Warning

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

Step 3: Written Warning

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

Discipline (Cont.)

Step 4: One Day Suspension

Given by the Department Head based on recommendation of the supervisor. A one day suspension without pay will serve as a warning to the employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee, Civil Service (form CS-379), an Association representative, and one copy placed in the employee's personnel file.

Step 5: Three Day Suspension

Given by the Department Head. A three day suspension without pay will serve as a further warning to the employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee, Civil Service (form CS-379), an Association representative, and one copy placed in the employee's personnel file.

Step 6: Five Day Suspension

Given by the Department Head. A five day suspension without pay will serve as a final warning to the employee of the continued seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee, Civil Service (form CS-379), an Association representative, and one copy placed in the employee's personnel file.

Discipline (Cont.)

B. Any employee who receives a written warning for a minor offense or who is given a suspension for a minor offense shall have a copy of the action taken, placed in his/her personnel file where it will be kept for a period of one year providing that no reoccurring minor disciplinary action was taken against the employee in the same twelve (12) month period. If there is a minor disciplinary action taken with the same 12 month period, the file shall be kept until such time that there is a period of one year without minor disciplinary action at which time the record of minor discipline shall be removed from his/her file.

C. Suspension, Fine and Demotion for Disciplinary Purposes

An appointing authority may suspend without pay or with reduced pay, fine or demote an employee due to inefficiency, incompetency, misconduct, negligence, insubordination or for other sufficient cause; however;

1. An employee who shall be suspended, fined or demoted more than three times in any one year (one year being from date of first suspension, fine or demotion to one year therefrom), or more than five days at one time, or for a period of more than fifteen (15) days in the aggregate in any one calendar year shall be served with written charges and have the right to appeal to the Civil Service Commission. The Commission shall have the power to revoke or modify the action of the appointing authority except that removal from service shall not be substituted for a lesser penalty;

Discipline (Cont.)

2. The appointing authority shall notify the employee and the Department of Civil Service of the reasons for the suspension, fine or demotion regardless of the extent or duration of the disciplinary action;

3. No suspension shall exceed six months.

D. Removal

A permanent employee in the classified service may not be removed except for just cause upon written charges. Notice of the removal shall be sent to the employee on the form prescribed by the Civil Service Commission and copy of said notice shall be sent to the Civil Service Commission and the Association at the same time. A provisional or temporary employee may be terminated at any time at the discretion of the appointing authority. A provisional or temporary employee who has been terminated shall have no right of appeal to the Civil Service Commission.

E. Causes for Removal

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

1. Neglect of duty;
2. Incompetency or inefficiency;
3. Incapacity due to mental or physical disability;
4. Insubordination or serious breach of discipline;
5. Intoxication while on duty;

Discipline (Cont.)

6. Chronic or excessive absenteeism;
7. Disorderly or immoral conduct;
8. Willful violation or any of the provisions of the Civil Service Statutes, rules or regulations or other statutes relating to the employment of public employees;
9. The conviction of any criminal act or offense;
10. Negligence of or willful damage to public property or waste of public supplies;
11. Conduct unbecoming an employee in the public service; or
12. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service, or engaging in any form of political activity during working hours.

F. Any suspension, fine, demotion, or disciplinary act taken against an employee shall be the subject to the grievance and arbitration proceedings herein.

G. N.J.A.C. 4:1-5.15 Departmental Hearing

The employee shall have the right to a departmental hearing in every disciplinary action involving a permanent employee where the contemplated penalty may be:

1. Suspension of more than five days at one time;
2. Suspension or fines more than three times or for an aggregate of more than fifteen (15) days of one calendar year;
3. Demotion; or
4. Removal.

Discipline (Cont.)

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

26. 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 employee. 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 Association, (or the employee if the Association does not pursue arbitration on the employee's behalf). Time extensions may be mutually agreed to by the Employer and the employees.

27. 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 them.

28. SEPARABILITY CLAUSE

A. 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 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.

B. The Employer and the Association shall re-negotiate a replacement provision that shall supersede the invalid provision. Said re-negotiation shall commence no later than thirty (30) days following the termination of the invalid provision.

29. 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, than provisional employees, and last, permanent employees, according to procedures specified in the 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.

30. PART-TIME EMPLOYEES

All part-time employees whether permanent or 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. (8 hr. employees = 176 hrs. 7 hr. employees = 154 hrs.)

Sick Leave

Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn 1¼ days of sick leave. (8 hr. employees = 176 hrs. 7 hr. employees = 154 hrs.)

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 for 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.

Part-Time Employees (Cont.)

Public Employees' Retirement System

It is compulsory for part-time employees of the County of Middlesex to enroll in P.E.R.S. if they were permanently appointed on or after January 2, 1955, provided they earn at least five hundred (\$500) a year and are paid in each quarter of the year.

31. RECLASSIFICATION SURVEY

If the Employer should request a complete title survey and reclassification survey of any County employment positions covered by this Agreement by the Department of Civil Service, the Association shall 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.

32. 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.

33. PERSONNEL FILES

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

B. 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. Employees shall have the right to copy, define, explain, or object to in writing to anything found in his/her personnel file. This writing shall become a part of the employee's personnel file.

C. All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

D. It is understood that an employee shall receive a copy of any derogatory or disciplinary document being placed in his/her personnel file.

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

34. EMPLOYEE EXPENSES

When the performance of any job requires the use of specialized equipment, such as rain gear, coveralls, and/or safety equipment; these shall be provided by the Employer at no expense to the employee. Those mechanics and repairmen who provide their own tools for use on County jobs, such employees shall receive a comparable tool or cost replacement if their own personal tool is damaged or destroyed.

35. SAFETY

A. The Employer agrees to assure the safety and adequacy of all working areas and equipment provided for employee's use.

B. The Employer shall continue to appoint members of the Association to the Safety Committee so that there are three (3) Association members on the Safety Commission at all times.

C. Where safety equipment is provided, it is the responsibility of the employee to utilize such equipment.

D. It is further understood that employees shall report all safety hazards and equipment defects to their immediate supervisor, who shall have the responsibility to inspect and correct such hazards or defects. If the problem is not resolved, the employee may contact a member of the Safety Committee for appropriate action.

36. MEAL REIMBURSEMENT

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). The supper hour shall commence when the employee has worked a minimum of ten (10) hours.

If an employee continues to work after concluding an additional eight (8) hour overtime shift, he/she will be entitled to and receive five dollars and fifty-cents (\$5.50) for a meal on a reimbursement for the same at the start of the following shift.

37. MILEAGE ALLOWANCE

Whenever an employee shall be required to use his/her personal vehicle in any County connected business, he/she shall be entitled to an allowance of twenty cents (20¢) per mile. Additional expenses such as parking, tolls, etc. shall be paid upon submission of a receipt and voucher.

38. 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.

39. SUPERVISORS AND FOREMEN

It is not the intention of the County that Foremen will perform productive work which normally is done by a nonsupervisory 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.

40. A. PROVISIONAL PROMOTIONS

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.

B. JOB VACANCY - JOB BIDDING

Section 1. When management finds the need or plans a newly created job within the bargaining unit, the management will notify the president of the local Union and promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information concerning the job, including pay, and remain posted for six (6) working days. Thereupon, the bid shall be closed and the job awarded on the basis of seniority, qualification, and ability to perform the job. If one or more bids are received and all things are equal, seniority shall prevail.

Section 2. With reference to filling vacancies, employees in the line of work involved shall have first consideration in order of seniority.

Section 3. Management will present to and discuss with an employee, or at his request, with his representative, the reasons for selecting the employee of less seniority for a higher job on the basis of ability and qualifications rather than on the basis of seniority.

Section 4. The determination of abilities and qualifications of an employee shall be made by management.

41. COMPUTATION ERRORS

During the term of this Agreement, all computation errors shall be corrected and all corrections shall be made retroactive to the date of the error.

42. 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.

43. NO STRIKE OR LOCK-OUT

The Association, any employee, or the Employer shall not interfere, instigate, promote, sponsor, engage in or condone any strike or lock-out. In the event that any employee violates the terms of the no strike clause, the Employer shall have the right to discharge or otherwise discipline such employee.

44. DURATION OF CONTRACT

A. It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1984 until June 30, 1985.

B. This Agreement may be reopened for July 1, 1985 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 June 30, 1985.

C. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

45. HEADINGS

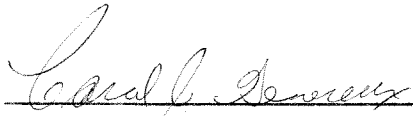
The headings used in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement.

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

SIGNED, SEALED, AND DELIVERED


IN THE PRESENCE OF:


MIDDLESEX COUNCIL #7, NEW JERSEY CIVIL SERVICE ASSOCIATION


ATTEST: Union Representative


Ann. F. Montanti, President

BOARD OF CHOSEN FREEHOLDERS


ATTEST: Marie J. MacWilliam
Clerk of the Board


Stephen J. Capestro, Director
Board of Chosen Freeholders