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THIS AGREEMENT made this 17th day of September, 1972, between THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter referred to as the Employer) and MIDDLESEX COUNTY PROSECUTORS DETECTIVES AND INVESTIGATORS PBA #214 (hereinafter referred to as the Union)

WHEREAS, the Union has been selected as the Exclusive bargaining agent by the employees hereinafter to be defined, in accordance with Chapter 303 of the Laws of 1968, and

WHEREAS, said Union has been in negotiation with the Employer pursuant to Chapter 303 of the Laws of 1968 and

WHEREAS, the Union 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 employee:

I. RECOGNITION: The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all Middlesex County Prosecutor's Detectives and Investigators, excluding Chief of Detectives, Captain of Detectives, and Lieutenant of Detectives.

II. UNION REPRESENTATIVES: The Union shall have the right to designate such members of the Union as it deems necessary as Union representatives and they shall not be discriminated against due to their legitimate Union activities.

Authorized representatives of the Union 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.

III. WAGES AND PAY PERIODS: A. Effective January 1, 1972 all employees shall receive wage increases based on the Federal Guidelines according to the Wage Stabilization Board to be allocated among the members of the Association in the amount of \$21,350.00.

The total aggregate lump sum increase paid employees shall be the said \$21,350.00, which is to be apportioned among the employees according to supplementary agreement reached between the parties.

B. All employees shall be entitled to receive a longevity increase which will be based upon their base salary for the calendar year 1970. 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. A copy of these Resolutions is hereby attached and incorporated as part of this agreement.

IV. MEDICAL BENEFITS: All employees shall be covered by Blue Cross, Blue Shield, Rider J and Major Medical, at the Employer's expense.

V. HOLIDAYS: A. All employees shall receive the following holidays with pay:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. General Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Day

In the event an employee works on a Regularly scheduled holiday,

he shall be entitled to a compensatory day off to be taken upon a date mutually agreed upon with the Prosecutor.

B. All employees shall have three (3) personal holidays in addition to those above for any personal purposes. Personal holidays may not be accumulated. Personal holidays may be taken on separate days or consecutively, however, the employee should if possible give the Employer three (3) days notice for one personal holiday, four (4) days notice for two (2) consecutive personal holidays, and five (5) days notice for three (3) consecutive personal holidays to be taken by the employee. New employees shall accrue one (1) personal holiday at the end of each quarter-year of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per quarter-year of employment completed in the year said employment is terminated.

C. An employee shall receive a compensatory day off for holidays celebrated on a day he is on vacation, sick leave or other day he is not required to work, at a date mutually agreed upon by the employee and Prosecutor.

VI. BEREAVEMENT: All employees shall receive three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-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.

VII. VACATION: All employees shall receive vacation leave based upon the following, from the date they are hired:

<u>Years of Service</u>	<u>Amount of Vacation Leave</u>
Less than one year	One working day for each month of service.
One to nine years	Twelve working days during each year of service.
Ten to nineteen years	Sixteen working days during each year of service.
Twenty years or more	Twenty working days during each year of service.

Vacation time accumulations to be based on the Civil Service Ruling now in effect and may be taken at any time during a calendar year.

The Employer and his delegated 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. Vacation time may be used on a day to day basis where agreed to by the employee's supervisor. It shall be assumed that an employee with one or more years of service 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 services of the County shall have unused vacation time paid him; this shall be on a pro-rated basis of one day for each month of service.

VIII. SICK LEAVE: Sick leave shall accumulate at the rate of one and one quarter (1¼) days per month in the first year of service, commencing in the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rata, shall be credited to the employee. If separation occurs before the end of

the year, and more sick 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 a part of this agreement. In all matters involving loss of time due to injuries on the job, present practices will be adhered to.

Days lost due to injury or illness arising from 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.

IX. 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 Union shall present the Employee's grievance or dispute to the Chief of County Detectives within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Chief shall attempt to adjust the matter and shall respond to the employee within five (5) working days.

Step 2: If the grievance has not been settled, it shall

be presented in writing by the Union representative to the Prosecutor or his designee within five (5) working days after the Chief's response is due. The Prosecutor or his designee shall respond to the Union representative in writing within five (5) working days.

Step 3. If the grievance still remains unadjusted or unanswered by the Prosecutor or his designee, it shall be presented by the Union representative to the County Personnel Director, in writing within seven (7) working days after the response of the Prosecutor or his designee is due. The Personnel Director shall respond in writing to the Union representative within ten (10) working days. The Union 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.

X. 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 Association. Requests for transcript of proceedings shall be paid by party making request. Time extensions may be mutually agreed to by the Employer and the Employees.

XI. 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.

XII. PROMOTIONS: (A) Promotional positions shall be filled 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 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 in a satisfactory manner in the lower class for a period of at least two years. If a disagreement arises, said disagreement shall be subject to the grievance procedure.

(D) No employee shall receive 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, or whichever is greater.

XIII. RIGHTS AND PRIVILEGES OF THE UNION:

(A) The Employer agrees to make available to the Union all public information concerning the financial resources of the County together with information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the Personnel Director.

(B) Whenever any representative of the Union 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 Union has the reasonable use of bulletin boards and mailboxes.

XIV. 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. The 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.

XV. CLOTHING MAINTENANCE: Employees shall receive \$150.00 for clothing maintenance. This shall not limit the presently established procedure to reimburse employees and allow replacement to employees for any clothing damaged in the line of duty.

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

XVII. SALARY RANGES AND JOB CLASSIFICATIONS:

The salary ranges and job classifications for employees shall be as follows:

Investigators	\$8,124.00 - \$10,966.00
Detectives	9,875.00 - 13,333.00
Sergeant	10,369.00 - 13,995.00
Lieutenant	11,544.00 - 15,295.00
Captain	12,603.00 - 17,013.00
Chief	14,590.00 - 19,916.00

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

WITNESS

Richard Clark

ATTEST

MIDDLESEX COUNTY PROSECUTOR'S
DETECTIVES AND INVESTIGATORS

Anthony Taglietta
Charles Bellomo

REPRESENTATIVE

The County of Middlesex by its
BOARD OF CHOSEN FREEHOLDERS

George J. Otowski

GEORGE J. OTLOWSKI, DIRECTOR