

AGREEMENT

Between

Board of Chosen Freeholders of the County of Burlington, Burlington County Library Commission and Burlington County Mosquito Extermination Commission

and

Burlington Council 16, New Jersey Civil Service Association

Preamble

This Agreement is made this 1st day of January, 1983 between the Board of Chosen Freeholders of the County of Burlington, the Burlington County Library Commission, the Burlington County Mosquito Extermination Commission (referred to herein as the "Employer") and Council 16, N.J.C.S.A. (referred to herein as "Employee Representative" or "Employee Organization").

It is Agreed as follows:

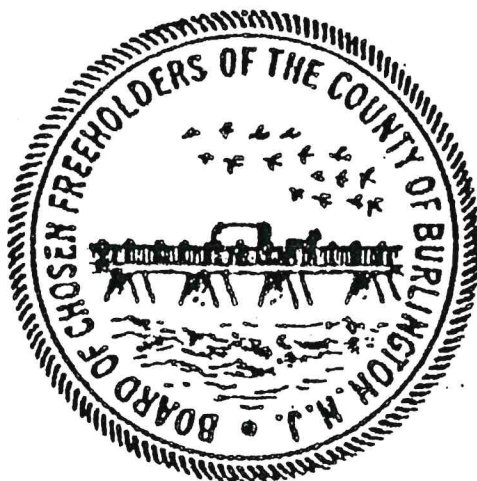


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ARTICLE I
RECOGNITION

The Employer recognizes the Employee Representative as the sole and exclusive bargaining agent for the employees encompassed in the Agreement for the purposes of negotiating the terms and conditions of their employment. Managerial executives and confidential employees, within the meaning of N.J.S.A. 34:13A-3 et seq. are excluded from this Agreement.

ARTICLE II
GENERAL RULES OF COMPENSATION

A. Rates of Compensation set forth in this Agreement, in an addendum or supplement, shall apply only to full-time employees unless otherwise explicitly stated.

Part-time employees shall work no more than 24 hours per week and shall have their hourly rate computed by dividing the annual salary for the occupied position divided by the number of working days per year the product of which shall be divided by eight (8).

B. "Salary" shall refer to and mean an employee's base pay, exclusive of bonuses, longevity and other financial benefits.

C. Copies of all resolutions creating and/or abolishing job positions or titles shall be sent to the Employee Representative following adoption by the Employer.

D. Whenever an employee is promoted from one class or title, to a class or title with a higher salary range, his salary shall be adjusted to either the minimum rate for the new class or title or \$300.00, whichever is greater.

E. An employee who performs work in a higher paid classification than his own for more than two weeks shall be entitled to the adjustment in pay provided for in Paragraph D of this Article. In no event shall the procedure of up-grading an employee's classification be used in lieu of promotion of duly qualified employees when available.

ARTICLE III
SALARIES

A. Employees who are on the payroll effective September 30, 1982 and who shall have maintained continuous, full-time employment through January 1, 1983, shall receive a salary increase effective January 1, 1983 of 9%, the entire amount of which shall be added to the base salary unless they have reached their maximum. The maximum salary ranges for each employee's title shall be increased by not more than \$1,000.00. All sums which shall exceed current maximum salary by more than \$1,000.00, shall be paid to the employee as a cash, lump-sum payment and shall not form a part of the base salary for any purpose.

B. On January 1, 1984, employees shall receive an increase in base salary of 8% upon the same terms and conditions as are set forth in Paragraph A. above.

C. On January 1, 1985, employees shall receive an increase in base salary of 8% upon the same terms and conditions set forth in Paragraph A. above except that maximum salaries shall not increase.

ARTICLE IV
ADDITIONAL COMPENSATION

A. Longevity Pay

Longevity Pay listed in the following Schedule shall neither be paid with nor increase base salaries. Longevity shall be paid by separate check on December 1 in each year of this Agreement to all permanent full-time employees with five years of continuous service from date of permanent appointment. Longevity shall be computed on base salary to a maximum of \$20,000.00 as follows:

<u>Full-Time Continuous Service</u>	<u>% of Base Salary for 1983 and 1984</u>	<u>% of Base Salary for 1985</u>
5 years	2	2.5
10 years	3	3.5
15 years	4	4.5
20 years	5	5.5
25 years or more	6	6.5

Any person who retires, and the estate of any person who dies, shall receive longevity pay pro-rated on a monthly basis.

B. Shift Differential

Shift differential compensation shall be paid only to employees of Buttonwood Hall, Evergreen Park and Emergency Management Service. All such employees working shifts from 3:00 p.m. to 11:00 p.m. and 11:00p.m. to 7:00 a.m. for a period of not less than 90 days shall be paid a lump sum shift differential at the end of each quarter year during the term of this contract, by separate check, for each full month worked in accordance with the following schedule;

<u>3:00 P.M. Shift</u>	<u>11:00 P.M. Shift</u>
\$25.00 per month	\$20.00 per month

C. Maintenance Schedule

Any employee electing maintenance shall do so prior to the beginning of the quarter in which maintenance is to be received. Once maintenance is elected, it shall continue for a period of at least 90 days, in accordance with the following schedule:

<u>Nature of Maintenance</u>	<u>Symbol</u>	<u>Annual Rate Chargeable to Employee -1983-1985</u>
1 meal per day for individual in institution dining room	1-M	\$300.00
2 meals per day for individual in institution dining room	2-M	\$454.00
3 meals per day for individual in institution dining room	3-M	\$600.00
3 meals per day, room, common bath, heat, light, laundry (1 or 2 persons to a room hereinafter designated as full maintenance)	LMA	\$1,200.00
3 meals per day, 2 rooms private bath and full maintenance	LMB	\$1,500.00
Completely furnished house, heat, light, food, laundry, housekeeping, maid service	SIH	\$4,800.00

ARTICLE V
WORK SCHEDULES

A. All clerical employees shall work 35 hours per week. All other employees shall work 40 hours per week. The actual nature of the work performed shall be determinative of the classification of employees as clerical or non-clerical.

B. Employees on non-scheduled hours include non-clerical employees in the Probation Department, Health Department, Office of Consumer Affairs, Weights and Measures, Work Release, and such other department employees as may be determined from time to time by the employer.

C. County offices and facilities shall be open to the public between the hours of 8:30 a.m. and 5:00 p.m. and employees shall be scheduled as follows:

1. Clerical Employees: 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. In accordance with departmental policy.

2. Nonshift 40 Hour Employees: 8:00 a.m. to 5:00 p.m. with a one-hour lunch or 8:00 a.m. to 4:30 p.m. with a one-half hour lunch.

3. Buttonwood Hall, Evergreen Park Employees: 7:00 a.m. to 3:30 p.m.; 3:00 p.m. to 11:30 p.m.; 11:00 p.m. to 7:30 a.m.

4. Emergency Management Service: 7:00 a.m. to 3:30 p.m.; 3:00 p.m. to 11:30 p.m.; 11:00 p.m. to 7:30 a.m.; and two power shift of 10:00 a.m. to 6:30 p.m. and 6:00 p.m. to 2:30 a.m.

5. Buildings and Grounds Employees: (One-half hour lunch)

(a) Stationery Fireman: 7:00 a.m. to 3:30 p.m.

(b) Maintenance Repairers and Day Crews: 8:00 a.m. to 4:30 p.m.

(c) Janitorial Night Crew: 4:00 p.m. to 12:00 Noon

6. Other County 24 hour Facilities: 8:00 a.m. to 4:00 p.m. 4:00 p.m. to 12:00 midnight; 12:00 midnight to 8:00 a.m.

7. Library Employees:

(a) Hours of Work

1. Professionally certified librarians - 40 hours per week as follows:

35 hours per week to be scheduled for work on the Commission's premises. The additional five hours per week shall be devoted to, but not limited to, duties such as professional reading, selection of materials, program planning, professional conferences and continuing education, which duties need not be furnished while present on the Commission's premises.

2. All other full-time employees-35 hours per wk.

(b) The Burlington County Library Commission's headquarters shall be open to the public as follows:

1. October through May: Monday through Thursday 9:00 a.m. to 9:00 p.m.; Friday and Saturday-9:00 a.m. to 5:00 p.m.; Sunday-1:00 p.m. to 5:00 p.m.

2. June through September: Monday through Thursday 9:00 a.m. to 9:00 p.m.; Friday-9:00 a.m. to 5:00 p.m.; Saturday - 9:00 a.m. to 1:00 p.m.

The hours of branch libraries shall be as determined from time to time by the Commission.

D. Adjustments in work schedules set forth in paragraph B. & C. above, may be made by the employer only with the prior consent of the Employee Representative. Weekly work hours shall not be increased or decreased without the prior consent of the Employee Representative, except in cases of emergency.

E. Where the nature of the work involved requires continuous operations on a twenty-four hour per day, seven days per week basis, employees so assigned shall have their schedules arranged on a rotational basis which will insure that they have an equal number of Saturdays and Sundays off, distributed evenly throughout the year.

F. Where there is more than one work shift per day, employees within a given classification will be given preference of shifts in accordance with their seniority, except in cases of emergency.

G. The following paid holidays will be observed:

1. January 1, known as New Year's Day.
2. January 15, known as Martin Luther King's Birthday.
3. February 12, known as Lincoln's Birthday.
4. The third Monday in February, known as Washington's Birthday.
5. Good Friday.
6. The last Monday in May, known as Memorial Day.
7. July 4, known as Independence Day.
8. The first Monday in September, known as Labor Day.
9. The second Monday in October, known as Columbus Day.
10. General Election Day.
11. November 11, known as Veterans Day.
12. The fourth Thursday in November, known as Thanksgiving Day.
13. The Friday after Thanksgiving Day.
14. December 25, known as Christmas Day.
15. December 24, 1984.

Holidays which fall on Saturday shall be observed on the previous Friday, and those which fall on Sunday shall be observed on the following Monday.

For facilities which operate more than five days per week, holidays need not be given to employees on the specific day on which the holiday falls. A compensatory day off will be scheduled for an employee either 30 days prior to, or 30 days after the particular holiday worked. The compensatory day must be taken within that time period and shall not accumulate beyond said time period. There shall be no accumulation of holidays from year to year.

In order for an employee to be eligible for holiday pay, such employee must be in a pay status on the days before and after the holiday.

ARTICLE VI OVERTIME

A. Overtime refers to any time worked beyond the total regular working hours of any pay period and may be approved only when the employee is ordered or directed to work by a department head or someone specifically authorized by a department head to approve overtime.

B. Supervisory personnel shall be compensated for overtime worked only in emergency situations and not for routine or other administrative functions.

C. If an employee works overtime he shall be entitled to compensatory time off equal to one and one half times the number of overtime hours worked. Compensatory time off must be taken within the 30 day period immediately following the overtime worked unless priority of work necessitates an extension of time or the calendar year ends within the 30 day period. Compensatory time shall not accumulate from year to year, but previously earned compensatory time shall not be altered or affected by the terms of this Agreement.

D. Employees shall be offered the opportunity to work overtime on the basis of seniority. The department head shall at all times maintain a current seniority roster for the purpose of regulating equality of overtime. The roster shall be available at all times for review by the employee union or local representative. In the event that an employee shall decline to work overtime when afforded the opportunity, such employee's name shall be placed at the end of the seniority roster for purposes of future overtime; but no other reprisal shall be taken against such employee.

E. If an employee elects to be compensated with overtime pay in lieu of compensatory time off, he shall immediately notify the department head, following the period in which overtime hours are worked, and all such requests for pay shall be honored whenever practicable.

F. Overtime pay for holidays shall be at the rate of one and one-half times the employees hourly rate, in addition to which such employee shall receive straight time pay for the holiday.

G. If an employee at a 7-day, 24 hour facility is scheduled to work a holiday, another day shall be allowed in its place. If an employee is not scheduled to work on a holiday, but is required to do so, such employee shall be paid in accordance with the provisions of paragraph F above.

ARTICLE VII SENIORITY

A. Seniority is defined as an employee's total length of service with the Employer, commencing with his permanent date of appointment.

B. In the event of a dispute concerning the seniority of two or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name. If permanent employee status is not affected, seniority shall be computed from the hiring date.

C. The Employer shall maintain an accurate, up-to-date seniority roster with each employee's date of permanent employment classification and pay rate. Such records shall be available to the Representative upon request.

ARTICLE VIII BENEFITS

A. Family Hospital, Surgical and Major Medical or Health Maintenance Organization (HMO) Benefits shall be available for temporary and permanent full time employees after the first of the month following 90 days of service. The Employer shall pay the same amount toward HMO coverage that it contributes toward alternative coverage. Any additional cost for HMO coverage shall be the sole responsibility of the employee.

B. At the beginning of each enrollment period, permanent employees shall have the option to enroll in a contributory life insurance plan under which the Employer shall provide a \$5,000.00 life policy, premiums for the first \$1,000.00 of which shall be paid by the Employer. Premiums for the remaining \$4,000.00 coverage shall be paid by the employee through the payroll deduction plan.

C. During the term of this Agreement, there shall be no change in the Group Hospital Medical Plan or any type of insurance presently maintained and paid for by the Employer on behalf of the employees as shown above. However, this shall not prevent the Employer from substituting new and equivalent or more beneficial plans for the ones now in effect.

D. The Employer shall pay the full premium cost of a family program of dental care.

E. Employees shall be paid \$.18 per mile for privately owned vehicles used during the course of employment.

F. Annual Vacations:

1. Permanent employees in the county service shall be entitled to the following annual vacations with pay subject to scheduling approval by the department head:

Time of Service After Permanent Appointment to the Classified Civil Service

	<u>Amount of Vacation</u>
Up to 1 year	1 day for each month of service
After 1 year and up to 10 years	12 days
After 10 years and up to 15 years	15 days
After 15 years and up to 20 years	20 days
After 20 years and over	25 days

Additional days based upon years of permanent service are granted on January 1 in the calendar year of employee's anniversary.

When, in any calendar year, the vacation, or any part thereof is not granted by reason of necessity of work, that part of the vacation period not granted shall accumulate to the next succeeding calendar year only.

2. Temporary, full-time employees shall be entitled to one working day's vacation for each month served during such temporary, full time employment.

3. Permanent, part-time employees on daily or hourly basis shall be eligible for vacations in accordance with Civil Service Rules and Regulations.

4. Any employees who are laid off, discharged, retired or separated from the service of the Employer for any reason prior to taking their vacations, shall be compensated in money for their accumulated unused vacation at the time of separation. Deductions will be made from employees' final pay if more vacation has been taken than has been earned.

G. Sick Leave With Pay.

1. Permanent employees shall be entitled to the following sick leave of absence with pay.

One working day's sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment, and fifteen days sick leave with pay for each calendar year thereafter. Unused sick leave shall accumulate from year to year.

Sick leave for purposes herein is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his position, exposure to contagious disease, 10 working days of emergency attendance upon a member of his family critically ill and requiring the presence of such employee; or five days for a death in the immediate family. The Employer shall have the right to request a physician certificate in the event of a family illness claim.

If an employee is absent for five consecutive working days for any of the reasons set forth in the above rule, the appointing authority shall require acceptable medical evidence on the form prescribed. The nature of illness shall be stated on the doctor's certificate unless it is confidential between doctor and patient.

If it is reasonably suspected that the employee is abusing the sick leave privilege, the department head may at that time require the employee seeking sick leave to submit proof of illness. If the sick leave is not approved, the employee will suffer loss of pay for such time. A copy of the department head's request with a copy of the medical evidence shall be sent to the Freeholder's Office.

An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave set forth above, shall notify his immediate supervisor, or his designee, by telephone, prior to the normal starting time, or follow policies determined by the various department heads, as long as it is not contrary to this rule. If an employee does not report prior to starting time, he shall suffer loss of pay.

Sick leave claimed by reason of quarantine or exposure to a contagious disease may be approved on the basis of a certificate of a municipal Board of Health. Sick leave claimed by reason of death in the immediate family may be approved upon such reasonable proof as the Employer shall require.

The total years of service after permanent appointment of each such employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available.

2. Temporary employees shall be entitled to one day of sick leave of absence with pay for each month of service during such temporary, full-time employment.

3. Permanent part-time employees shall be eligible for sick leave of absence with pay in accordance with Civil Service Rules and Regulations.

H. Maternity Leave.

Permanent employees shall be granted leave during the time prior to the expected date of delivery and for eight weeks thereafter upon presentation of a physician's certificate and approval of the department head. Additional time, beyond the eight weeks, may be granted in appropriate cases upon presentation of a physician's certificate stating the necessity therefor.

Earned and accumulated sick leave must be used, and earned and accumulated vacation leave may be used, for maternity leave provided the total leave time does not exceed eight weeks following delivery.

I. Military Leave.

A permanent or temporary employee who is a member of the National Guard or Naval Militia or of a Reserve component of any of the Armed Forces of the United States, who is ordered to undergo required annual field training or annual active duty for training, shall be granted a leave of absence with pay for such period, for a period of ten (10) working days. Such leave shall be in addition to regular vacation leave, provided the employee presents the official notice from his Commanding Officer and a copy of his Orders prior to the effective date of such leave.

In the event that said employee wishes to undertake additional optional training through his National Guard, Naval Militia or Reserve component, the Employer shall consider the request for such leave, in accordance with regulations, upon receiving reasonable notice from the New Jersey Department of Defense that said employee has made application for such training and also providing said leave of absence will not unduly interfere with operation of the employee's department.

J. Jury Duty.

If an employee is called to serve on a jury, the time will not be deducted from his vacation if his jury check is turned over to the County Treasurer's Office for the number of days absent from his employ. This time must be reported on the daily report forms.

K. Leaves of Absence.

A permanent employee holding a position in the classified service who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to the service, or who for any reason considered good by the appointing authority and the Board desires to secure leave from his regular duties may, with the approval of the appointing authority and the Board be granted special leave of absence without pay for a period not exceeding six months and with the approval of the appointing authority and the Board extend such leave for an additional period not exceeding six months. Any employee requesting special leave without pay shall submit his request in writing stating the reason why, in his opinion, the request should be granted, the date when he desires the leave to begin, and the probable date of his return to duty. For each separate case of special leave without pay other than as herein provided under the statutes the appointing authority and the Board shall, at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave or whether his name shall be placed on the re-employment list for the class.

L. Personal Leave.

1. Each employee shall be eligible for three personal leave days with pay for personal business with no accumulation of such leave from year to year. New employees in the County service shall be accorded one personal leave day for each four months of service in the first calendar year of employment.

2. An employee shall give no less than twenty-four hours advance notice of his intent to take a personal leave day.

3. No personal leave shall be taken during the month of December in any calendar year of the contract term except with the prior permission of the employee's department head.

4. In the event of retirement or termination, deductions will be made from the final pay of the employee for used but un-earned personal leave time.

M. Absence Without Leave.

Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

N. Coffee Break.

All employees shall receive two 10 minute coffee breaks, one in the morning and one in the afternoon.

ARTICLE IX
RETIREMENT

Each employee in the classified service who has been granted sick leave shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement.

The amount of the supplemental compensation payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no lump sum supplemental compensation payment shall exceed \$12,000.00.

ARTICLE X
WORKERS' COMPENSATION, SAFETY AND HEALTH

A. When an employee is injured on duty, he shall notify his department head immediately so that a departmental report may be prepared. The employee and his immediate supervisor are also required to prepare an accident report. He will be placed on a leave of absence without pay unless he desires to use his accumulated time during this period of disability. If it is determined by the Employer that the injury is work related, the employee shall then be entitled to Workers' Compensation.

If he is on leave of absence without pay, he shall be entitled to his workers' compensation check without loss of any accumulated time.

If the employee has opted to use his accumulated time, he shall receive his normal pay with appropriate charges against accumulated time up to the point a final determination is made concerning whether the employee is found to be entitled, his personnel records shall then be modified, if necessary to reflect the employee's entitlement to workers' compensation benefits with the balance of his salary, if any, to be paid by county payroll check.

If accumulated time is completely used up before Workers' compensation benefits terminate, the employee shall thereafter receive only his workers' compensation benefits.

Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a leave of absence without pay for an injury for which the employee is entitled to Workmen's Compensation benefits, however, credit for said leave shall be actually added to an employee's account only upon his return to work.

B. The Employer shall at all times maintain safe and healthful working conditions, and shall provide employees with OSHA equipment once every two years, as necessary, and with any additional wearing apparel, tools or devices reasonably necessary in order to insure their safety and health. Coveralls shall be provided on the same basis for Highway Department bridge and paint crews and for day

maintenance personnel in the Department of Buildings and Grounds.

C. The Employer and Representative shall each designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically, as necessary, to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee members representing the Representative shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities where employees covered by this Agreement perform their duties for the purpose of investigating safety and health conditions during working hours with no loss in pay for periods not to exceed one (1) hour per day, unless additional time is authorized by the Superintendent or the Employer.

ARTICLE XI EQUAL TREATMENT

The Employer agrees that there shall be no discrimination on the basis of sex, age, nationality, race, religion, marital status, political status, political affiliation, Representative membership or Representative activities.

ARTICLE XII RIGHTS AND PRIVILEGES OF THE REPRESENTATIVE

A. Designated agents of the Representative shall be allowed reasonable times off from their normal employment duties, without loss of pay, to engage in Representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer. It is understood that all Representative activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Representative and the Employer.

B. When office space becomes available, during the term of this Agreement, in the Office Building at 49 Rancocas Road, a reasonable amount of space may be made available for the use of the Employee Organization, at no cost.

ARTICLE XIII MANAGEMENT RIGHTS

A. The Employer retains the right in accordance with applicable laws and regulations directly and by way of delegation to designated personnel:

1. To direct all operations of the County.
2. To direct all employees of the County.
3. To hire, promote, transfer, assign and retain employees in positions within the County, and to suspend, demote, discharge, or take other disciplinary action against employees.
4. To maintain the efficiency of the government operations entrusted to it.
5. To determine the methods, means, and personnel by which such operations are to be conducted.
6. To determine the number and kind of job classifications, title and positions.
7. To contract and/or sub-contract County work including but not limited to professional and other specialized services.

8. To take whatever actions may be necessary to comply with State and Federal law and regulations.

B. It is the intention of the parties hereto that all matters affecting the wages, hours, and other terms and conditions of employment for the employees covered hereby, which are not specifically governed by this Agreement, remain within the discretion of the Employer until the expiration of this Agreement.

ARTICLE XIV GRIEVANCE PROCEDURE

Any grievance or dispute which arises between an employee and the Employer shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days, and not calendar days. It is also understood that a separate grievance procedure has been established for judicial employees in the County Clerk's Office, the Probation Department and the Surrogate's Office.

Step 1.*

Within five days from the date of the grievable event, or occurrence, the grievant shall prepare his grievance in writing, on forms approved by the parties to this Agreement, and submit the same to the union attorney who shall have three days within which to approve the filing. Within five days after such approval, the grievance shall be served upon the department head who shall schedule, hear and determine the grievance within ten (10) days after receiving it. The decision shall be made in writing and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the employee, Council 16 Business Administrator and the Clerk-Administrator of the Board of Freeholders within said ten (10) days period.

Step 2.*

Upon receipt of an adverse determination by the department head, the grievant, Representative or union attorney shall have a period of ten (10) days to appeal such determination to the Clerk-Administrator of the Board who shall schedule, hear and determine the grievance within 20 days after receiving it. The Clerk-Administrator shall hear the grievance de novo and issue a decision in writing and in triplicate, and copies thereof, together with copies of the grievance and previous decision, shall be served upon the employee, Council 16 Business Administrator and the Freeholder in charge of the department involved within said 20 day period.

Step 3.*

Upon receipt of an adverse determination by the Clerk-Administrator of the Board, the grievant, Representative or union attorney shall have a period of 15 days to appeal such determination to the Freeholder in charge of the department in which the grievant is employed. Such Freeholder shall schedule, hear and determine the grievance within 25 days after receiving it. Such Freeholder shall hear the grievance de novo and issue a decision in writing and in triplicate, and copies thereof, together with copies of the grievance and previous decisions, shall be served upon the employee, Council 16 Business Administrator and the individual members of the Board of Freeholders within

* See addendum A annexed regarding grievances for employees of the Library Commission and the Board of Freeholders.

said 25 day period.

Step 4.*

Upon receipt of an adverse determination of the Freeholder in charge of the employees department, the grievant, Representative or union attorney shall have 20 days to appeal such determination to the full Board of Freeholders, exclusive of the Freeholder in charge of the employees department. The Board shall schedule, hear and determine the grievance within 30 days after receiving it. The Board shall hear the matter de novo and issue a decision in writing and in triplicate, and copies thereof shall be served upon the employee and Council 16 Business Administrator within said 30 day period. A tie vote of the Board of Freeholders shall be sufficient to sustain the grievance and the employee shall prevail.

Step 5.

Upon receipt of an adverse decision from the full Board, the grievant, Representative or union attorney shall have 30 days to appeal such determination to the Public Employment Relations Commission or the Civil Service Commission, whichever is appropriate. Thereafter, all further proceedings shall be conducted in accordance with the rules and regulations of such agencies.

A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step and it shall be deemed pending in the next step without the necessity of a formal written appeal.

Under no circumstances shall the employer have the right to appeal a grievance adjudicated favorably to the employee, except a determination by P.E.R.C. or Civil Service.

At all steps in the grievance procedure, the grievant shall have the right to be represented by counsel or a Representative from Council 16.

If the grievance alleges acts against a person designated to schedule, hear and decide grievances, the grievance shall be filed with, heard by and determined at the next highest step in the grievance procedure.

A group or class grievance may be filed by a member of the affected group or class, Business Administrator of the union or by the union attorney; but any such grievance shall clearly delineate the group or class involved, and shall, where practicable, list the names and the titles of the individual employees involved.

Extensions of time limits may be obtained only by the written consent of the grievant or Representative and person designated to hear and determine the grievance.

If grievant accepts decision at any step, neither Business Administrator nor attorney shall have the right to appeal.

ARTICLE XV
NO STRIKES

For the duration of this Agreement, the Representative, its officers, agents, representatives, and members shall not in any way, directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-in, slow-down, cessation or stoppage of work, boycott, picketing, or other interference with or interruption of work at any of the operations of the Employer. Inciting or inducing any such activity

shall constitute cause for suspension or discharge under this Agreement.

ARTICLE XVI
EFFECTIVE DATES OF AGREEMENT

A. Duration and Effect

This Agreement shall be effective as of the date of signing hereon by all of the parties hereto, and shall remain in full force and effect through December 31, 1985. It is agreed to and understood by and between the parties hereto, that, unless specifically referred to as retroactive thereto, all terms and provisions of this Agreement are not retroactive to January 1, 1983, and shall assume full force and effect beginning only on the date of the signing of this Agreement and continuing thereon to expiration of this Agreement.

B. Renewal

This Agreement shall automatically renew itself on January 1, 1986, and continue from that point, on a year to year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing, at least 90 calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new Agreement shall begin not later than 60 days prior to the scheduled expiration date of this Agreement.

ARTICLE XVII
SAVINGS CLAUSE

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such decision, the Employer and the Representative agree to meet and confer on the invalidated Article, Section or Portion thereof.

ARTICLE XVIII
COMPLETE AGREEMENT

The Employer and the Representative acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their Director, Chairpersons and President, respectively, attested by their Clerk and Secretaries, respectively, and their seals to be hereto affixed this day of January, 1983.

ATTEST:

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON

Charles Julia
Clerk/Administrator

[Signature]
Director

ATTEST:

BURLINGTON LIBRARY COMMISSION

Max C. Brown
Secretary

[Signature]
Chairperson

ATTEST:

BURLINGTON COUNTY MOSQUITO COMMISSION

Richard R. Gentry
Secretary

Robert M. Allen
Chairperson

ATTEST:

NEW JERSEY CIVIL SERVICE ASSOCIATION, BURLINGTON COUNCIL NO. 16

John J. Ferrante
Business Administrator

[Signature]
President

[Signature]
Representative

ADDENDUM "A"

The grievance procedure to be followed by employees of the Library Commission and Mosquito Commission shall be the same as that contained on page 11 of this contract except that in Steps 1, 2 and 3 "Library Director" or "Superintendent of the Mosquito Commission" shall replace "department head" and "Library Commissioner in charge of personnel" or "Mosquito Commissioner in charge of personnel" shall replace "Clerk - Administrator of the Board". "Library Commission" or "Mosquito Commission" shall replace "Freeholder in charge of the department".

