

THIS DOES NOT
CIRCULATE

A G R E E M E N T

made between

THE COUNTY OF MIDDLESEX County Board of
and Chosen Freeholders

THE ASSOCIATION OF MIDDLESEX COUNTY

PLANNING BOARD SUPERVISORY PROFESSIONAL EMPLOYEES

LIBRARY
Institute of Management and
Labor Relations

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THIS AGREEMENT, made this day of 1983, by and between the COUNTY OF MIDDLESEX, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Employer", and THE ASSOCIATION OF MIDDLESEX COUNTY PLANNING BOARD SUPERVISORY PROFESSIONAL EMPLOYEES hereinafter referred to as the ASSOCIATION.

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

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

WHEREAS, the Association and the Employer have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to Law: However, it is understood that this agreement contains all the terms and conditions of employment between the County and the employees covered by this Agreement. Previous or past practice existing or alleged to have been existing prior to the effective date of this Agreement shall not be admissable in any judicial or grievance procedure hearing.

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

I. EMPLOYEES' BASIC RIGHTS

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

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

II. DUES CHECK OFF

Upon presentation to the Employer of a dues check-off card signed by individual employees, the Employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization.

Thereafter, the Employer will, not later than the fifteenth (15th) day of the succeeding month, forward a check in the amount of all dues withheld during the preceding month for this purpose to the Association Representative entitled to receive same.

The said ASSOCIATION Representative shall be appointed by resolution of the ASSOCIATION and certified to the Employer by the ASSOCIATION.

The following Agency Shop article becomes effective upon the execution of this Agreement.

REPRESENTATION FEE IN LIEU OF DUES

A. If an employee covered by this Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to

offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the Association will notify the County in writing of the amount of the regular membership dues charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the County a list of those employees who have not become members of the Association for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph D, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

D. The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

(1) - 10 days after receipt of the aforesaid list by the County; or

(2) - 20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position whichever is later.

E. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. The Association will notify the County in writing of any changes in the list provided for in Paragraph C, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the County received said notice.

G. The Association agrees to establish and maintain 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.S.A. 34:13A-5.5 and 5.6 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 Association. Such proceedings shall provide for an appeal by either the Association or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.5 and 5.6, as amended.

III. EXISTING LAW

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

IV. 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.

V. RECOGNITION

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

VI. MANAGEMENT RIGHTS

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

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

VII. WAGES

A. Effective January 1, 1983, all eligible employees covered under the terms of this agreement will be paid in accordance with the County wage submittal dated March 4, 1983 covering wages from January 1, 1983 to December 31, 1983.

B. Wage Increase Eligibility

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

1. Employees hired in 1982 and thereafter will receive a prorata share of the Negotiated Wage Increase (N.W.I.) on the first January following their start of employment i.e., commencing with the month the employee started employment and counting to December 31st, each month of service will represent one-twelfth (1/12) of the N.W.I. (.0833 times number of months of service times N.W.I. equal percentage of raise to be applied). The month in which the employee is hired will be considered a full month for the purpose of computation of this wage increase. The second January and for each subsequent January, they will receive a full share of the N.W.I.

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

VIII. 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 or special assignment. In these cases the promotion policy as contained in this contract will be observed.

IX. OVERTIME

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

All employees working beyond their normal work week shall receive compensatory time for said time at the rate of time and one-half ($\frac{1}{2}$) to a maximum of 30 hours compensatory time per work week in the aggregate. After an employee has worked and accumulated 30 hours compensatory in a work week, he may elect to work or the option of not working any additional overtime in that work week. The option of electing not to work in excess of 30 hours of compensatory time in the given work week or in excess of 175 hours accumulated compensatory time will not be subject to disciplinary action. In the event the employee elects to work overtime in excess 30 hours compensatory time in a given week, he/she shall be paid time and one-half ($\frac{1}{2}$) in money.

In addition, the employee has the right of refusal of overtime assignments when he/she has accumulated 175 hours compensatory time. Overtime may again be assigned by the employer once the level of compensatory hours fall below the 175 maximum. In the event the employee accepts an overtime assignment in excess of 175 hours compensatory time, he/she shall be paid time and one-half ($\frac{1}{2}$) in money.

Compensatory time accumulated prior to December 31, 1981 is excluded from the 175 hour compensatory maximum. These accumulated hours are to be treated separately and scheduled off in accord with Article IX, Paragraph 5.

The scheduling of all compensatory time shall be mutually agreed upon between the Director of County Planning or his designee and the employee, but in no case may the compensatory time be denied if formally requested ten (10) working days in advance except if it falls on a regularly scheduled Planning Board meeting day.

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

It is further agreed that if an employee does not give at least a five (5) working day prior notice on taking vacation or personal days and is scheduled to work on Saturday or Sunday, the sixth (6th) or seventh (7th) day in the work week, that a vacation or personal day is taken, the said employee will be paid at a straight time rate for those hours worked, with the following exceptions:

If any employee is sick in the same work week that the employee is later called or requested to work on Saturday or Sunday, the sixth (6th) or seventh (7th) day, by the Director or his/her designee, he/she shall receive overtime compensation as outlined in paragraphs one through five.

Any hours paid for at overtime rates shall not be pyramided or used again for computing any other overtime pay in excess of thirty-five (35) hours of the work week or for any other pay.

All compensatory time shall be attempted to be taken within one hundred and eighty (180) working days of the date earned, subject to extension by the Department Head/Director of Planning or his designee. There shall be no forfeiture of earned compensatory time.

All flex time hours in excess of the normal seven (7) hour work-day shall be recognized as straight time hours up to thirty-five (35) hours per week.

As outlined, compensatory time may be requested in lieu of pay. It is understood that the Director of County Planning or his designee retains the final authority to grant such request.

X. HOURS OF WORK

The hours of employment for personnel covered under the terms of this Agreement shall originate at 8:30 A.M. and terminate at 4:15 P.M.

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

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

In the event that flex time is initiated by the employee or employer, the following rules will govern.

It is understood and agreed that flex time is to be a fixed schedule for the said period of time agreed to. However, it is further understood that there will be no alteration of scheduled hours after employee's flex time selection.

The following rules will be strictly adhered to:

1. Proper employee grouping as designated by the Planning Director or his designee shall be maintained.

2. Work schedules and assignments are to be met within required time frames.

3. Working hours - starting and finishing times - are to be observed in accord with flex time scheduling.

4. Employees reporting off shall call their immediate supervisor within one-half ($\frac{1}{2}$) hour of their scheduled starting time.

5. It is further agreed to and understood that flex time continuance or discontinuance shall rest on proper planning requirements concerning programs or project services to the public as decided by the Director or his designee. The Director or his designee shall provide 30 days written notice of discontinuance of an employees flex-time, including reasons for discontinuance.

6. Flex time starting shall originate no earlier than 7:00 a.m. and terminate no later than 7:00 p.m. of the work day.

7. Flex time work week will consist of five (5) working days.

8. Starting and quitting time may be altered in thirty (30) minute increments and are not to interfere with the smooth work function of the department.

9. The Director or his designee shall provide a written response within 5 days of the applicants written request for flex time. It is agreed and understood the applicants request will be automatically granted if a written response is not received within the 5 days. Should the applicants request for flex-time be denied, the written response will state reasons of denial.

XI. NEW EMPLOYEES

It is the intention of the County to start all new employees at the minimum of the rate range. Exceptions to this policy, if they should occur, will be communicated to the Chief Association Representative by the Planning Director within ten (10) working days

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

XII. PROMOTIONS

(A) Any employee promoted by Civil Service Certification or provisional appointment will receive a five percent (5%) increase on his/her annual base salary at the time of appointment. If the five percent (5%) does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligibles which names him/her as the provisional, will be returned to his/her previous lower title. The five percent (5%) increase will be deducted from his/her salary and an interested eligible will be permanently appointed to fill the vacancy.

The Director or his designee shall inform the employee whether he/she will be promoted, in writing, within 30 working days of the date of the employee's written request for promotional consideration.

If the promotion is to be granted, the title, effective date and salary will be identified. If the promotion is not granted, the Director or his designee shall advise the employee in writing and state reasons why the promotion can not be granted.

The employee retains the right to resubmit for the same and other promotional considerations.

(B) SPECIAL ASSIGNMENTS

A special assignment is formed and exists on an as needed basis. For record and review of status purposes, every special assignment may be fixed for the amount of time determined by the Director of Planning. The Director of Planning will decide on the continuance or cancellation of special assignments and employees assigned thereto. The Union will be notified once a special assignment is approved by CS-6.

Employees receiving a special assignment will receive a five percent (5%) increase for the period of time they are on special assignment, providing they have been assigned higher responsibilities. There will be no probationary period and the selectee serves at the discretion of the Director of County Planning. When no longer on special assignment, the employee will return back to the position and salary held immediately prior to the special assignment.

(C) JOB BIDDING AND PROMOTION

All new and vacant positions which are to be filled must be posted within all departments for five (5) consecutive days. Job qualifications shall be part of the job posting and shall clearly state the qualifications for the position posted.

All employees may bid on vacant positions at the same time. In considering applicants for the position, those within the section shall be given first consideration, and the position shall be filled from within the section whenever possible. If no applicant within the section is qualified or if no section applicant applies for the position, then the position shall be filled from applicants within the staff.

Those interviewing the applicants shall be the Director and/or his designees. Notification via memo to all bidders of the status of their bid shall be made within two (2) working weeks of the last day the job was posted. All

qualified employees bidding on a job shall receive an interview. It is understood that where one or more employees is relatively equal in qualifications for the job, then seniority shall be the determining factor. Management will present to and discuss with an employee, at his request, the reasons for selecting an employee of less seniority for a higher job on the basis of ability, qualifications, or special skill requirements related to the job and/or position description rather than on the basis of seniority.

The exception to the job bidding and promotion procedure will be the titles of Division Managers, Assistant Director, and Director, and other titles in the Administration and Finance Section. However, it is also understood that the determination of ability and qualifications shall be made by management.

Filling of vacant positions is to be decided by the Director in his review of timeliness and need. The Association will be notified of all job posting via c/c of the posting - concurrently with the Division Managers. The Association will be notified of the candidate selection after CS6 approval of all job postings.

XIII. MEDICAL BENEFITS

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 upon approval of the association and prior notice to the employee organization so long as equivalent coverage is provided which is equivalently acceptable to health institutions and health professionals.

B. The Rutgers Community Health Plan (H.M.O.)

This is available to the employee as an alternate to Blue Cross-Blue Shield, Rider J, and Major Medical. The County will contribute the same amount toward R.C.H.P. coverage as is contributed toward traditional coverage. In the event R.C.H.P. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

C. DENTAL PLAN

All full-time and eligible part-time employees shall be covered by the Great-West Life Assurance Company Dental Plan or a similar plan at the employer's expense.

D. DRUG PRESCRIPTION PLAN

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

E. VISION CARE

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

Eye Examination - \$20.00

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

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

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

F. PAYMENT OF BLUE CROSS-BLUE SHIELD PREMIUMS FOR RETIREES

Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or Locally Administered Retirement System, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums. This policy is to be based upon the resolution authorizing these payments adopted by the employer on November 16th, 1978 and as amended December 21st, 1978.

XIV. TRAVEL EXPENSE

Each employee covered under the terms of this Agreement, who agrees to use his/her personal automobile in the performance of his official duties shall receive twenty cents (\$.20) per mile or the applicable County rate, whichever is higher, for the mileage travelled.

No employee shall be required to use his/her automobile for County business.

Mileage allowance is subject to increase change as authorized by the Board of Chosen Freeholders.

County employees who operate a non-County vehicle in the conduct of their County responsibilities shall forward proof of additional insurance costs for same from the insurance company providing coverage on that vehicle. Said proof must consist of a copy of the entire statement received from the insurance company, including the insurance code relating to the additional coverage and the cost of same. The County of Middlesex will review said costs and shall have the following options:

1. Pay for the additional coverage;
2. No longer require that the employee utilize his or her private vehicle in the discharge of his or her County duties.

XV. HOLIDAYS

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

XVI. BEREAVEMENT

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

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

XVII. VACATIONS

A new employee shall be granted vacation leave only at a rate of one (1) day per month on a month to month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of vacation days shall be granted to the employee for the balance of the calendar year ending December 31st.

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

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

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

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

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

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

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

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

XVIII. SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter (1¼) days per month on a month to month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

A. If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

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

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

D. Furthermore, all of the requirements of N.J.S.A. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements and the basis for not granting 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.

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

XIX. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

RETIREMENT: Employees covered under the terms of this Agreement shall be entitled upon retirement to receive a lump-sum payment, as supplemental compensation one-half ($\frac{1}{2}$) payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000.00) which is credited to him on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

XX. AUTHORIZED LEAVES

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

XXI. LONGEVITY

All eligible employees shall be entitled to receive a longevity increase which will be based upon their salary as of December 31st of the previous year, (maximum base salary \$22,000). The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the Employer on March 18, 1971 and as amended, which Resolution is herein incorporated and made a part of this Agreement.

Effective January 1, 1981, the present longevity program will continue for all employees on the payroll as of December 31st 1980. Employees starting employment with the County of January 1, 1981 and thereafter will not accrue longevity.

XXII. PERSONNEL FILES

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

XXIII. PERSONAL DAYS

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

XXIV. GRIEVANCE PROCEDURE

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

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

All grievances shall be processed as follows:

STEP 1. The employee ASSOCIATION shall present the Employee grievance or dispute to the Department Head or his designee within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of

the event. The Department Head or his designee shall respond to the ASSOCIATION representative in writing within five (5) working days.

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

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

decision shall be rendered within thirty (30) days after completion of the hearing and shall be advisory on both parties. The cost of the Arbitrator and his expense shall be borne equally by both parties.

XXV. RULES OF EMPLOYER

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

XXVI. PART-TIME EMPLOYEES

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

Vacation

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

(8hr. employees = 176 hrs. 7 hr. employees = 154 hours).

Sick Leave

Each part-time employee who works the equivalent of 22 full working days shall earn 1½ days of sick leave.

(8 hr. employees = 176 hrs. 7 hr. employees = 154 hours).

Holidays

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

Hospital and Dental Programs and Drug Prescription Program

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

Part-time employees are not entitled to the following: Personal Days, Bereavement Days, and Longevity.

Public Employees' Retirement System

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

XXVII. SUPPER HOUR

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

XXVIII. TUITION AID

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

XXIX. SAVINGS CLAUSE

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

XXX. NO-STRIKE OR LOCK-OUT

Neither the ASSOCIATION nor the employee or the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or lock-out. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

XXXI. SEPARABILITY AND SAVINGS CLAUSE

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

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

XXXII. DURATION OF CONTRACT

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

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


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

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF MIDDLESEX:

ATTEST:



Marie J. MacWilliam, Clerk of the Board



Stephen J. Capestro, Director



ASSOCIATION REPRESENTATIVE



ASSOCIATION PRESIDENT