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AGREEMENT

between

Probation Investigators Association

THE COUNTY OF MIDDLESEX

Franklin

and

PROBATION INVESTIGATORS ASSOCIATION

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This AGREEMENT made the day of 1983
between THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of
Chosen Freeholders (hereinafter known as the Employer) and PROBATION
INVESTIGATORS ASSOCIATION (hereinafter known as the Association).

WHEREAS, the Association has been selected as the bargaining agent
by the employees hereinafter to be defined, in accordance with Chapter 303
of the Laws of 1968, and said Association has been recognized as such by
the Employer; and

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

WHEREAS, the parties have agreed upon certain terms of employment
as a result of the negotiations carried on pursuant to Law,

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

I. RECOGNITION:

The Association is hereby designated as the bargaining agent for all employees employed by the County of Middlesex in the following job titles:

Investigator, Probation Department

Salary Range 1983

<u>Minimum (1-1-83)</u>	<u>Minimum (6-26-83)</u>	<u>Maximum (1-1-83)</u>
\$10,788	\$10,888	\$15,845

Senior Investigator, Probation Department

Salary Range 1983

<u>Minimum (1-1-83)</u>	<u>Minimum (6-26-83)</u>	<u>Maximum (1-1-83)</u>
\$11,896	\$12,005	\$19,864

II. ASSOCIATION REPRESENTATIVES:

The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association activities.

The Association President or designated Association Official(s), when acting in his/her capacity as Association Representative, shall not be bound by any departmental procedure concerning chain of command except as outlined in the grievance procedure. The Departmental chain of command will not apply to Association matters.

III. WAGES:

A. Effective January 1, 1983 all eligible employees covered by this Agreement will be paid in accordance with the County wage submittal dated June 2, 1983 covering wages from January 1st, 1983 to December 31st, 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 1983 and thereafter will receive a pro-rata share of the Negotiated Wage Increase 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 of the Negotiated Wage Increase (.0833 times number of months of service, times negotiated wage increase 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 negotiated wage increase.

2. Employees who sever employment with the County prior to the acceptance of the wage offer June 2, 1983 will not be included in the wage increase, with the exception of retirees. For deceased employees, payment will be made to his/her estate.

C. 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. However, employees may be required to work different work schedules as assigned by management in order to maintain a proper and efficient operation of the department.

Each employee shall be entitled to a lunch period of forty-five (45) minutes between the hours of 12:00 Noon and 12:45 P.M., except in those cases where the Department Head shall deem it necessary to deviate from his rule in order to accomplish the smooth operation of his or her office. Under no circumstances shall lunch periods begin earlier than 11:00 A.M. nor later than 1:30 P.M.

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

D. Overtime -

1. All employees covered by this Agreement shall be entitled to receive additional compensation for all hours worked in excess of thirty-five (35) hours per week, at the rate of one and one-half ($1\frac{1}{2}$) times the basic hourly rate for all such hours worked. However, the employee may elect to receive compensatory time in lieu of wages to be taken at a later date when mutually agreed upon. Compensatory time will be calculated at time and one-half ($1\frac{1}{2}$).

2. Any period of time an employee is absent from his/her regular work schedule and this absence has been approved by management, this time absent will be considered as time worked for computation of overtime, should overtime occur during the work period.

3. For purposes of overtime computation, any week during which a holiday falls or is observed on a weekday shall, for all intents and purposes be deemed a thirty-five (35) hour week.

4. The basic hourly rate shall be computed by dividing the employee's negotiated salary by the factor one thousand, eight hundred and twenty (1,820) (fifty-two (52) average weeks per year times thirty-five (35) hours per week).

5. Hours Worked Defined - Hours worked includes all time an employee is required to be on duty or on the employer's premises, or at a prescribed work place and all time during which he is suffered or permitted to work.

6. Holiday Pay - Employees who work on a holiday shall be paid for the holiday at their regular hourly rate, plus one and one-half ($1\frac{1}{2}$) times the regular hourly rate for all such hours worked. Alternatively, an employee may elect to receive compensatory time in lieu of additional wages, and if so, shall be paid for the holiday at regular hourly rate and shall receive compensatory time at the rate of one and one-half ($1\frac{1}{2}$) hours for each holiday hour worked; such time to be taken at a later, mutually acceptable, date.

7. Call In - If an employee is called into work at other than normal working hours/day, said employee will be guaranteed four (4) hours overtime pay regardless of the time actually worked. If the employee works more than four (4) hours, the employee will be paid the

overtime rate for an entire hour for any portion worked of any succeeding hour worked. It is understood that this paragraph is not applicable to scheduled overtime.

8. Stand-By - shall be defined as any employee who can be available in person or by phone to handle emergency or routine duties beyond the normal work day or work week. He/she will receive five dollars (\$5.00) per day for such duties during the work week, two (2) hours overtime pay for Saturday, Sunday (the sixth and seventh workday) and designated holidays.

9. It is understood that employees covered under this Agreement shall cooperate with management in those cases when it becomes necessary to work overtime. It is also understood that there will be times when employees cannot work overtime for valid reasons. Acceptance or non-acceptance of overtime assignment will not be considered for or against the work record of the employees.

10. Performance of Supervisory Duties - Whenever a Probation Investigator or Senior Probation Investigator is assigned to perform the supervisory duties of any level Probation Officer, he/she shall receive an additional fifty (50¢) per hour compensation for said period in excess of two (2) consecutive days.

IV. PERSONNEL FILE:

It is understood and agreed that the Personnel File maintained by the County Personnel Director is the official file. Employees shall have the right to inspect and review their own personnel file on reasonable notice and at reasonable times upon written request. The employee shall have the right to define, explain, or object in writing to anything found in his/her personnel file. Said writing shall become a part of the employee's personnel file.

In this Agreement, there will not be anything to prevent an employee from requesting the expunging of any documents or portion of documents in his/her personnel file. This request shall become a part of the employee's personnel file. Any written denial of this request will be included in the employee's personnel file by the appointing authority.

V. PROMOTIONS:

Any employee promoted by Civil Service Certification or provisional appointment will receive a four percent (4%) increase on his/her annual base salary at the time of appointment. If the four percent (4%) 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 the provisional, will be returned to his/her previous lower title. The four percent (4%) increase will be deducted from his/her salary and an interested eligible will be permanently appointed to fill the vacancy.

This policy is effective January 1, 1976.

VI. 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.

VII. NEW EMPLOYEES:

It is the intention of the County, in cooperation with the bargaining unit, 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 Union Representative.

VIII. FRINGE BENEFITS:

It is agreed that all general fringe benefits given to all other County employees by General County Policy, will also be granted to the employees covered by this Agreement

IX. MEAL ALLOWANCE:

All Investigators who are required to remain on duty during the supper hour shall receive a meal allowance of five dollars and sixty cents (\$5.60) for each such duty assignment. Supper hour shall be deemed to commence no earlier than 5:30 P.M.

X. MILEAGE ALLOWANCE:

Each Investigator who is required to use his/her personal automobile in the performance of his/her official duties shall receive the prevailing rate per mile as established by the Board of Chosen Freeholders during the time the car is used for this purpose. Also, he/she shall receive the sum of eighty dollars (\$80.00) annually to help defray the cost of additional insurance premiums required for the use of said vehicle for business purposes. The proof of such insurance shall be documented.

XI. BULLETIN BOARD:

The Departmental Bulletin Board shall be made available to the Association for the posting of announcements, notices, etc., subject to the reasonable control of the Chief Probation Officer.

XII. LABOR-MANAGEMENT COMMITTEE:

It is agreed that a Labor-Management Committee may meet once a month on the request of the Association, to discuss matters (i.e. working conditions, office space, employee abuses, etc.) of mutual concern that do not necessarily involve a grievance or complaint. Said committee shall consist of an Association member from each department section and the Chief Probation Officer.

XIII. ASSOCIATION STEWARDS:

The Association shall furnish to the Chief Probation Officer the names of the Investigators who are designated as Association Stewards, for the purpose of handling grievances and the names of the Investigators designated as alternate Stewards to act only in the absence of the Stewards.

XIV. GRIEVANCE PROCEDURE:

Definition: A grievance is defined as 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 against him/her which violates any right arising out of his/her employment. During a grievance meeting, the primary concern will be the intent of the negotiators representing the County and the Association when the agreement was reached.

The term "grievance" and the grievance procedure set forth herein shall not apply to matters involving the sole and exclusive discretion of the Board of Freeholders, or the Chief Probation Officer; or to matters where the Board of Freeholders or the Chief Probation Officer are without authority to act.

Step 1. Any complaint or grievance of an Investigator, within thirty (30) calendar days of occurrence, that cannot be resolved informally at the supervisory level within five (5) working days shall proceed to a formal determination.

Step 2. The complaint or grievance shall be put in writing, signed by the aggrieved Investigator and submitted to his division supervisor, who will acknowledge its receipt within two (2) working days and shall render a decision within three (3) working days thereafter.

Step 3. If the aggrieved Investigator is not satisfied, he shall submit the grievance to the Chief Probation Officer who will acknowledge its receipt within three (3) working days and shall render a decision within

five (5) working days thereafter. By mutual consent, the time limit in this step can be extended.

Step 4. If the aggrieved Investigator is not satisfied with the decision of the Chief Probation Officer and wishes to pursue the matter further, he/she may request the grievance be submitted to the Middlesex County Personnel Director, or his designee, who shall hear the grievance and make recommendations for its resolution within an additional five (5) working days. This time limit may also be extended by mutual consent.

Step 5. If the recommendations of the County Personnel Director, or his designee, do not satisfactorily resolve the problem, the aggrieved Investigator may select the following for a final determination of the grievance.

He/she may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency.

Failure to move a grievance to the next step will be considered a withdrawal of the grievance.

All grievances and complaints that are related to judicial policy shall be limited to Step 3.

In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing or a bona fide member(s) of the Association designated to represent him/her pursuant to this Agreement.

Employees' grievances shall be presented to the County

Supervisory Representative on forms prepared by the County. The grievance procedure, as contained in the 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.

XV. LONGEVITY:

All eligible employees shall be entitled to receive longevity which will be based upon their salary as of December 31st of the previous year, (maximum base salary \$22,000). The rate of longevity shall be as follows:

Nine through fifteen years = Two Percent (2%)

Sixteen through twenty years = Four Percent (4%)

twenty-one years and over = Six Percent (6%)

The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the Employer on March 18, 1971, and as amended.

Effective May 18th, 1978, the present longevity policy will continue for all employees on the payroll as of May 18th, 1978. Employees commencing employment after said date shall not accrue longevity, unless provisions for same are authorized by the Board of Chosen Freeholders.

XVI. 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 approved by the Board of Chosen Freeholders and the Supreme Court of the State of New Jersey.

Any employee required to work on a scheduled holiday must be given a minimum of twenty-four (24) hours notice of such an assignment except in emergency situations. Such scheduling must be done on a rotation basis and be posted.

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 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.

The principle of seniority shall govern in the selection and scheduling of vacation provided that adherence to such practice does not

disrupt the normal operations of the Probation Department.

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

If any instance where an employee is absent from work in case of illness and has exhausted his/her available sick leave, he/she may request that any vacation leave which he/she has accumulated be converted to sick leave. The Employer agrees to convert such vacation leave to sick leave upon request.

XVIII. LEAVES OF ABSENCE:

Under the following conditions and in accordance with all applicable laws and Civil Service Rules, leaves with pay shall be provided to Investigators.

A. When summoned or invited to appear as a witness before a legislative committee as an employee or officer of the Probation Department.

B. To participate in approved in-service training programs.

C. When summoned or invited to appear before a judicial or quasi-judicial body, such as the Civil Service Commission, the State Retirement Board or other similar bodies.

XIX. CONTRACT NEGOTIATION REPRESENTATIVES:

It is understood and agreed that bargaining units representing up to one-hundred (100) employees will be entitled to two (2) contract negotiators. Units representing over one-hundred (100) employees will be entitled to three (3) contract negotiators.

XX. BEREAVEMENT:

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, brother-in-law, sister, sister-in-law, grandparent, grandchildren, aunts and uncles.

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 three (3) working days next following the day of death. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days. However, it is understood that the hours not worked shall not be used in computing overtime pay for hours worked in excess of thirty-five (35) hours in the work week or any other pay.

XXI. COMPUTATION ERRORS:

During the life of this contract, computation errors may be corrected from the date of determination. These errors may be corrected by Union or Management by mutual consent.

XXII. PERSONAL DAYS:

All employees shall have four (4) paid personal days. Personal days may not be carried over to the following year. Personal days may be taken on separate days or consecutively; however, the employee shall 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 month of employment and severance pay shall be calculated considering personal days on the basis of one (1) accrued personal day per third month of employment completed in the year said employment is terminated.

XXIII. LEAVES WITHOUT PAY:

Under the following conditions and in accordance with all applicable laws of and Civil Service Rules, leaves without pay shall be provided to Investigators.

A. For purpose of further education in a related field up to a maximum of one (1) year as authorized by Civil Service Rule and when approved by the Chief Probation Officer.

B. For periods of illness beyond an employee's sick leave and vacation days as authorized by Civil Service Laws and Rules in accordance with the rules laid down for other County employees by the Middlesex County Board of Freeholders.

C. Maternity Leave - Employees who have attained permanent status, and who are entitled to a six (6) month maternity leave of absence shall be granted an extension, not to exceed six (6) months, without penalty if, in the opinion of the employee's attending Physician, such extension is warranted by the physical or emotional health of the employee.

XXIV. SICK LEAVE:

A new employee shall earn sick leave at a rate of one and one-quarter ($1\frac{1}{4}$) 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.

C. During the time that the Personnel Office is determining whether an injury or illness results from 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.

XXV. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT:

Employees covered under the terms of this Agreement, may elect upon retirement to receive a lump-sum payment, as supplemental compensation of one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$12,000) which is credited to them on the employment records and certified by the appointing authority on the effective date of retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

XXVI. 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 upon a prior notice to and with approval of 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.

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 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 - \$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.

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 amended December 31st, 1978.

XXVII. RESTORATION OF CLASSIFICATION:

All employees returning from any authorized leave of absence will be restored to their original classification at the then appropriate rate of pay with no loss of seniority, employee's rights, privileges or benefits.

XXVIII. 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.

XXIX. MERIT-FITNESS-SENIORITY:

The principle of merit and fitness and applicable Civil Service Rules apply in all matters relating to promotions and transfers within the Probation service. In matters not regulated by statute or Civil Service Rule, or governed by the principle of merit and fitness, the principle of seniority shall be one of the factors considered in decisions to be made that effect the welfare of employees.

XXX. MAINTENANCE OF BENEFITS:

This Agreement shall not be construed to deprive any employee of any previously granted benefit, right, privilege or protection granted by the Laws of the State of New Jersey, Resolutions, Ordinances or Promulgations of the County of Middlesex, Rules and Regulations of any State Agency, or any applicable provision of the United States Constitution.

XXXI. DRESS CODE:

It is understood and agreed that no dress code will be instituted by the employer without prior negotiations and approval of the Association.

XXXII. 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 only to such limitations as are specifically provided in this Agreement.

XXXIII. 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 concerted work stoppage, lock-out or any other intentional interruption of work. 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 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.

XXXIV. DURATION OF CONTRACT:

It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1st, 1983 until December 31st, 1983.

This Agreement may be reopened for the 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.

Should any provisions of this contract be found in violation of any rule having the force and effect of law, all other provisions of this contract shall remain in effect for the duration of the Agreement. The parties agree to negotiate a substitute for any invalidated provision provided such a substitute is both possible and feasible.

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

COUNTY OF MIDDLESEX

BY ITS BOARD OF CHOSEN FREEHOLDERS

ATTEST:



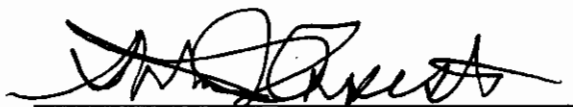
Association Representative



Association President



Marie J. MacWilliam,
Clerk of the Board



Stephen J. Capestro, Director
Middlesex County Board of
Chosen Freeholders