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AGREEMENT

Between

Middlesex County Board of Chosen Freeholders  
COUNTY OF MIDDLESEX

and

CONSUMER PROTECTION-INVESTIGATORS ASSOCIATION

Trans. of 1988 D. 10-12-88

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AGREEMENT

This Agreement made the *16th* day of *February, 1989* between the County of Middlesex, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer) and the Consumer Protection-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, the 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, Consumer Protection

Sr. Investigator, Consumer Protection

## II. SALARY RANGES

Employees covered under the terms of this agreement shall be paid in accordance with the following salary ranges:

Investigator, Consumer Protection	(1989)	\$15,000 - \$20,000
Sr. Investigator, Consumer Protection	(1989)	\$17,500 - \$25,000

### III. 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.

Whenever any representative of the Association, or any other employee is mutually scheduled by the parties to participate during working hours in negotiations or grievance procedures, he shall suffer no loss in pay.

#### IV. WAGES

A. All eligible employees covered under the terms of this Agreement shall receive the Negotiated Wage Increase of six percent (6%) retroactive to January 1, 1989 based upon their December 31, 1988 base salaries.

B.1. Wage Increase Eligibility - All employees in this bargaining unit being carried on the County payroll or on approved leaves of absence upon their return will receive the wage increase negotiated.

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.

C. Merit Increases - It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A. 34-13A-1 et. seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the bargaining process. The only exception 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.

D. 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 occur, will be communicated to the chief union representative.



Wages (Cont.)

E. Promotions - Any employee promoted by New Jersey State Department of Personnel 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.

F. Experience Factor - With respect to new or future hires of the Department of Consumer Affairs or those presently on staff, the Department intends that it would credit prospective employees with all or any portion of such employee's employment experience before employment to the Department of Consumer Affairs. The crediting of all or any portion of a prospective employee's experience, or those presently on staff, will be determined by the Department Head or his/her designee, in his/her sole discretion up to the sum of \$1,000, either at the time a new employee starts employment or during the employee's probationary period.

V. LONGEVITY

In accordance with the longevity resolution as amended by the Board of Chosen Freeholders all eligible employees are entitled to receive longevity based upon their base salaries (Maximum base \$25,000) as of December 31st of the previous calendar year starting with the completion of the 8th year of service as follows:

9 through 15 years of service = 2%

16 through 20 years of service = 4%

21 years and over = 6%

Effective January 1, 1977, the present longevity program will continue for all employees on the payroll as of December 31st, 1976. Employees starting employment with the County on January 1, 1977 and thereafter will not accrue longevity.

## VI. OVERTIME

A. All hours worked in excess of seven (7) hours per day or thirty-five (35) per week will be paid at the rate of time and one-half.

B. 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.

This agreement permits the payment of compensatory time in lieu of overtime wages provided it is mutually agreed by both parties. However, compensatory time must be at the rate of one and one-half hours for every one (1) hour worked over seven (7) hours per day or thirty-five (35) hours a week. The compensatory time may be given in the same pay period as the overtime hours worked or may be carried over into another pay period when mutually agreed upon.

C. When possible and insofar as it is practicable, forty-eight (48) hour notice will be given to an employee when requesting him/her to work overtime, except in emergency situations.

D. When an employee is called to work during a period other than his regular work schedule such work shall be compensated at a regular overtime rate with a minimum of four (4) hours. Excluded from this agreement will be scheduled overtime or a change in the starting shift.

E. All overtime shall be distributed from a seniority list maintained by the Department of Consumer Protection.

Overtime (Cont.)

F. Whenever overtime is refused by an employee, such overtime shall be offered to the next name on the list and the employee refusing will be considered as having worked overtime. Any employee may decline, in writing, any period of overtime offered to him without explanation. However, if the list has been completely exhausted the first employee refusing must work the overtime.

G. Whenever overtime is required on a given assignment said overtime shall be offered first to the employee working on that job assignment then thereafter refer to the next in line on the overtime list.

H. When an employee is required to appear in Court for a job related incident other than during his regular duty hours, he/she shall be paid time and one-half for all hours in Court provided the conditions as mentioned in Article VI. A have been satisfied.

I. The County and Association agree that there shall be no work assignments on Palm Sunday-except in dire emergencies.

J. It is understood and agreed that the employees covered under this agreement will not be required to work more than twelve (12) consecutive days, after which one day may be taken off. An employee may voluntarily work a given period of time in excess of twelve (12) consecutive days.

K. When attending job related day conferences or seminars, total hours engaged minus seven (7) will equal the amount of compensatory time given, hour for hour, to the employee to be taken at a later date.

All training expenses in Measurement Sciences, either Electronic or Standard, at schools, seminars or conferences will be paid by the Employer except when an employee voluntarily attends on his own time.

## VII. 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, Rider J, or equivalent, at the Employer's expense. Major Medical eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured with approval of the Association and upon a prior notice to the employee organization so long as equivalent coverage is provided.

B. Health Maintenance Organization (H.M.O.) - Several Health Maintenance Organizations are available to the employee as an alternate to Blue Cross-Blue Shield, Rider J, and Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

C. Dental Plan - All full-time and eligible part-time employees shall be covered by the Great West Life Assurance Company Dental Plan, or a similar plan. Under this plan, all eligible single employees shall be covered at the expense of the Employer.

It is understood and agreed, for the 1987-1988-1989 contract years, that the Employer will contribute \$12.37 per month toward the dependent coverage of the employee in the Modified Plan. The employee will contribute \$6.90 per month. Total amount for dependent coverage in the Modified Plan,

Medical Benefits (Cont.)

\$19.27 per month. In addition, the employer will contribute \$24.51 per month toward dependent coverage of the employee in the Family Plan. The employee will contribute \$30.00 per month. Total amount for dependent coverage in the Family Plan, \$54.51 per month.

Further, for the 1987-1988-1989 contract years, the employee may opt for the Unity Dental Health Services Prepaid Dental Care Program. Should the employee enroll in this program for single coverage, the employee shall contribute \$4.70 per month and the County \$8.73 for a total monthly premium of \$13.43. Total amount for dependent coverage in the Modified Plan, \$30.60 per month. In addition, the Employer will contribute \$24.51 per month toward dependent coverage of the employee in the Family Plan. The employee will contribute \$33.68. Total amount for dependent coverage in the Family Plan, \$58.19.

Retirees who retire with and receive a pension from the Public Employees' Retirement System will be eligible to receive their Dental Plan at the prevailing County group rate at their own expense. The Prescription Plan is not currently available for retirees, and has been deleted. If the County obtains coverage from a carrier during the term of this contract, it shall be made available to any employees who would retire after the date of its availability at the prevailing County retiree group rate at their own 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 of \$1.25 per prescription by the employee.

Medical Benefits (Cont.)

E. Payment of Blue Cross-Blue Shield Premiums for Retirees -

Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally administered retirement system, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums.

F. Vision Care Program - All full-time employees of this

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

Eye Examination - \$50.00

Lenses and Frames combined - or - Contact Lenses - \$60.00

This reimbursement shall not exceed and is limited to a total of \$110.00 for a combined cost for the above.

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

The Department of Consumer Affairs will extend, to a maximum period of ninety (90) days, the health insurance coverage of eligible employees and their covered dependents enrolled in the State Health Benefits program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted approved sick leave without pay, with the County paying the cost.

### VIII. HOLIDAYS

The present holiday schedule in effect is to be adhered to and also to be observed are any additional holidays declared by constitutional officials of the County, State, or Federal Government, provided said holiday has been recognized by the Board of Chosen Freeholders. When these holidays conflict with the work schedule, they may be taken as compensatory time.



## IX. BEREAVEMENT

All employees shall receive four (4) days leave in the event of the death of his/her spouse or child.

All employees shall receive three (3) days leave in the event of the death of his/her current son-in-law, current daughter-in-law, parent, current mother-in-law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunts, 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) or four (4) days leave of absence (as stated above) consisting of three (3) or four (4) 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) or four (4) days.

X. 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 credited 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 New Jersey State Department of Personnel Ruling now in effect.

Vacations (Cont.)

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 New Jersey State Department of Personnel concerning emergencies, etc., shall be observed by both parties. Employees shall submit requests for vacation time no later than April 15th of each year, with first and second choices. The first choice requested shall be on the basis of seniority. Vacation time may be used on less than full vacation basis by agreement of the employee's supervisor.

## XI. 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.

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.

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

All other proper and authorized leaves as provided in the rules of the New Jersey State Department of Personnel shall be recognized and constitute a part of this Agreement.

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation, which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

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

Sick Leave (Cont.)

the sick leave injury will be retroactive to the date which is determined by the effective date of the Freeholder resolution adopting same.

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 for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex.

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

Accumulated Sick Time Payoff Upon Retirement

Employees covered under the terms of this agreement shall be entitled, upon retirement, to receive a lump sum payment, as supplemental compensation, one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$15,000.00) 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.

XII. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES

The Employer and the Association understand and agree that all rules promulgated by the New Jersey State Department of Personnel concerning any matter not specifically covered in the agreement shall be binding upon both.

### XIII. 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.

Step 1. The Association's Representative shall present the employee's grievance or dispute to the employee's immediate supervisor, in writing, within ten (10) working days of its occurrence. The supervisor shall attempt to adjust the matter and shall respond, in writing, to the employee within three (3) working days.

Step 2. If the grievance has not been settled, it shall be presented within five (5) working days in writing by the Association Representative to the Department Head after the supervisor's response is due. The Department Head shall respond to the Association Representative in writing within five (5) working days.

Step 3. If the grievance still remains unadjusted or unanswered by the Department Head, it shall be presented by the Association Representative to the County Personnel Director, in writing, seven (7) working days after the response of the Department Head is due. The Personnel Director shall respond within ten (10) working days in writing to the Association Representative. The Association may request a meeting with the Personnel Director within five (5) working days after receiving the answer from the Department Head.

Grievance Procedure (Cont.)

Step 4. If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Personnel Director.

Employees' grievances shall be presented to the County Supervisory Representative on forms prepared by the County. The grievance procedure, as contained in this contract, shall be strictly adhered to. It is understood that employees must sign their individual grievances. Grievances without an employee's signature shall not be accepted or processed.

Arbitration: Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the employees. If the Employer and the employees cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the New Jersey State Department of Personnel which might be pertinent and render his award in writing, which shall be advisory. The cost of the Arbitrator's fee shall be shared by the Employer and the Association. Time extensions may be mutually agreed to by the Employer and the employees.



#### XIV. 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.

XV. 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.

XVI. 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.

XVII. SAVINGS CLAUSE

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

EMANATING POLICY

It is mutually further understood and agreed that any emanating County policy will become a part of this Agreement.

XVIII. NO STRIKE OR LOCK-OUT

Neither the Association nor the Employer or employee 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 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.

XIX. DURATION OF CONTRACT

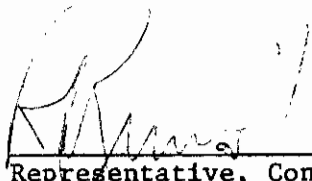
It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1989 until December 31, 1989 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1989. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

This Agreement may be reopened for 1990 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 31, 1989.

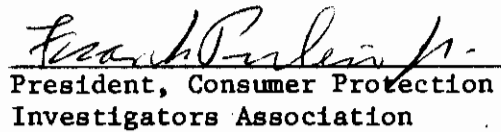
COUNTY OF MIDDLESX

By Its Board of Chosen Freeholders

Attest:



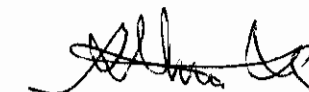
Representative, Consumer Protection  
Investigators Association



President, Consumer Protection  
Investigators Association



Marie J. MacWilliam  
Clerk of the Board



Stephen J. Capestro, Director  
Board of Chosen Freeholders