

A G R E E M E N T

Between

COUNTY OF MIDDLESEX, County of

and

THE MIDDLESEX COUNCIL #7,

NEW JERSEY CIVIL SERVICE ASSOCIATION

(Clerical, Parks and Public
Dept. Employees)

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Labor Relations

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X January 1, 1982 - December 31, 1983

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THIS AGREEMENT made the *18th* day of *Feb.*, 1982, between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer), and THE MIDDLESEX COUNCIL #7, NEW JERSEY CIVIL SERVICE ASSOCIATION (hereinafter known 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 Employees 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;

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:

1. RECOGNITION

The Association is hereby designated as the bargaining agent for all office clerical employees and employees of the Parks, Roads, Highways and Bridges, and Public Property Departments employed by the County of Middlesex to and including Road Foreman level and Highway and Bridge Inspectors. Confidential and Professional employees are excluded.

The above mentioned unit shall not in any way exclude classifications whereby established procedures, prior agreement, or special circumstances, the County of Middlesex has recognized Council #7, as the exclusive bargaining agent for its employees.

The appropriate bargaining unit for both the white collar unit and the blue collar unit include supervisors (as recognized past practice of the Association) in any permanent position (as defined in Civil Service Rules, State of New Jersey, November 30th 1973).

1.(A) NON-DISCRIMINATION

The County of Middlesex is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, marital status, handicap, political or union affiliation. Any such alleged discriminations may be pursued under the grievance and arbitration provisions of this Agreement.

2. ASSOCIATION REPRESENTATIVES

The Association shall have the right to designate a representative group of Shop Stewards reflective of total membership, and such Association Shop Stewards or authorized Representatives shall not be discriminated against due to their legitimate Association Representatives activities.

Authorized Representatives of the Association in cooperation with management shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of the final agreement reached, so long as such visits do not interfere with proper service to the public.

It is agreed that the Association will furnish to the Superintendent of Parks and Highways and Bridges (Roads), the Sheriff's Office and all other Departments or Offices, a list of duly elected or appointed Stewards within ten (10) days after their election or appointment. These Stewards while serving as Association Shop Stewards will not be transferred or reassigned to another location without a ten (10) day prior notice in writing to the Union with the reason a transfer is to be affected and subject to grievance procedure and such transfer if grieved shall not be made until such grievance is settled.

A Steward in cooperation with the immediate Supervisor may arrange to check cards and time sheets at reasonable times.

3. DUES CHECKOFF

The Employer shall deduct Association dues from the earnings of each employee Association member provided the employee executes a written authorization for such dues deduction. The Employer shall deduct the sum of \$2.00 from each of the employee's twenty-four (24) paychecks, or a total sum of \$48.00 per year or such other sum as is approved by the Association in its sole discretion from time to time. The Employer shall continue to deduct said dues until an employee resigns as a member of the Association in accordance with the Association's By-Laws or other rules, and written notice thereof is sent to Employer by the Association.

Any member of the Association desiring to resign from the Association will be permitted to do so only on two (2) specific occasions during the calendar year, i.e., on January 1st or July 1st. This request must be in writing to the President of the Association and the County Comptroller.

The Employer shall deduct a representation fee in lieu of dues from each employee who is not a member of the Association but who is covered by this Agreement. The Employer shall deduct the sum of \$1.70 from each of the non-member employee's twenty-four (24) paychecks, or a total sum of \$40.80 per year or such other sum in the amount of eighty-five percent (85%)

3. DUES CHECKOFF (cont.d)

of the Association dues as is approved by the Association, in its sole discretion from time to time. The provisions of this subsection shall become effective the pay period immediately following the execution of this Agreement.

4. HOURS OF WORK

The work hours for the white collar unit are to be as follows: 8:30 a.m. to 4:15 p.m., with forty-five (45) minutes for lunch, and these hours are to remain in effect until mutually changed. Either party has the right to request a change, and such request is to be the subject for negotiations. All other employees will work forty (40) hours per week.

It is agreed that employees working in the field or on the road travelling from their regular designated work locations shall compute their hours of work on a portal to portal basis.

5. OVERTIME

(A) Any employee scheduled to work beyond their regularly scheduled workday shall be paid at the rate of time and one-half ($1\frac{1}{2}$) in pay, except as hereinafter provided.

(B) It is understood and agreed that overtime worked in excess of the normal work week, and/or the sixth and seventh consecutive days, will be paid at time and one-half ($1\frac{1}{2}$) for the hours worked.

It is further agreed that if an employee does not give a five (5) working day prior notice on taking vacation or personal days and is scheduled to work on Saturday or Sunday, the sixth or seventh 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 an employee is sick, or if an employee requests a vacation or personal day in the same work week that the employee is later called or requested to work on Saturday or Sunday, the sixth or seventh day, by the Director or his/her designee, he/she shall receive time and one-half ($1\frac{1}{2}$) pay for the hours worked.

(C) Except as provided in subsection (D), employees scheduled to work on a holiday shall be paid their regular day's pay plus an additional rate of time and one-half ($1\frac{1}{2}$) for the hours worked and no compensatory day. Any hour worked and paid for at overtime rates shall not be pyramided or used again for computing overtime pay in excess of the normal work week or for any other pay.

OVERTIME (cont.d)

(D) Notwithstanding any other provisions of this Agreement to the contrary, employees scheduled to work on New Year's Day, July 4th, or Christmas Day shall be paid their straight time rate plus an additional rate of double time pay for the hours worked and no compensatory time.

(E) Overtime shall be scheduled on a reasonable equalized basis where such work is in the nature and normal routine of the job.

(F) Call Back Time -- If an employee is called back to work and reports to work by the Road Supervisor, Park Superintendent, Superintendent of Public Property, or their designee, these rules will apply:

Any employee called in after a normal shift or work day shall receive a minimum of four (4) hours pay at time and one-half (1½) regardless of the time worked.

If an employee is called in on a holiday, he/she will be paid at the applicable holiday rates of pay.

The Call Back Time begins when an employee reports on the job and ends when his time stops.

(G) Overtime Schedule -- An overtime schedule shall be posted and kept in date indicating the overtime hours worked by the employees in their respective departments.

5.(A) COMPENSATORY TIME

It is understood that an employee may request compensatory time for overtime hours worked. Compensatory time will be computed on time and one half (1½) for the hours worked. However, it is further understood that the Department Head will retain the final authority on the right to grant compensatory time.

6. WAGES & PAY PERIODS

(A) Effective January 1, 1982, all eligible employees covered under the terms of this Agreement shall receive a nine percent (9%) wage increase computed upon their December 31, 1981 base salary.

(B) In addition, one hundred and twenty-five thousand dollars (\$125,000.00) will be provided for inequity adjustments with the understanding that the combined totals of the 9% and \$125,000.00 are not to exceed 9.8% for the 1982 contract year, as computed by comparing the final 1982 salaries against the December 31, 1981 salaries.

6. WAGES & PAY PERIODS (cont.d)

(C) Effective January 1, 1983, all eligible employees not at the maximum of their salary range shall receive a wage increase of five percent (5%) up to the maximum of their range, until all inequities are resolved.

(D) It is further understood and agreed that the five percent (5%) maximum adjustment factor for the year 1983 will relate to, and be applied against, the restructuring of the salary guide which will be adopted by the Board of Chosen Freeholders in the 1982 contract year upon completion of the salary guide study. The across-the-board may vary in amount and/or percentage by agreed upon salary levels.

6. WAGES & PAY PERIODS (cont.d)

(E) It is also understood and agreed that the salary guide study will be jointly made by the Association, Labor Relations, and a chosen representative of the Board of Chosen Freeholders. The purpose of the salary guide study is to remove the inequities in the existing salary guide.

7. WAGE INCREASE ELIGIBILITY

All employees in this bargaining unit being carried on the County payroll will receive the wage increase negotiated in the following manner and with the following exceptions:

(A) It understood and agreed that employees being carried on approved leaves of absence shall receive the wage increase provided for his/her eligible hours worked during the eligibility period.

(B) Employees who sever employment with the County prior to the execution of this Agreement 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 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.

(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 should occur, will be communicated to the Chief Union Representative.

(E) PROMOTIONS

(1) Promotional positions shall be filled in accordance with Civil Service Rules and eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filled. It is understood and agreed that promotions in the classified services shall be viewed and understood as recognition of an employee's efforts and as a career advancement for all employees of the County.

(2) An employee at the maximum pay range for his class of employment shall be given the opportunity to advance to the next higher class where available.

(3) Any employee whose class of employment indicates a higher class is available according to Civil Service job titles shall be given an opportunity to advance to the higher class and higher range of pay, by mutual consent of both parties, provided the employee has served permanently in a satisfactory manner in the lower class for a period of at least one (1) year. If a disagreement arises, said disagreement shall be subject to the grievance procedure.

(4) No employee shall receive a pay cut on promotion.

(5) Any employee promoted by Civil Service Certification or provisional appointment, whose base salary is \$9,999.00 or less will receive a six percent (6%) increase on his/her annual base salary at the time of appointment; whose base salary is at \$10,000.00 to \$14,999.00 will receive a five percent (5%) increase on his/her annual base salary at the time of appointment; whose base salary is at \$15,000.00 or greater will receive a four percent (4%) increase on his/her annual base salary at the time of appointment. If the 4%, 5%, or 6% does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

Notwithstanding anything to the contrary contained in this Memo of Agreement, all promoted employees who receive a new annual salary pursuant to this paragraph 6 shall also be entitled to receive all other wage increases as provided in paragraph 3, in keeping and in accord with the Memo of Agreement.

A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligibles which names them as the provisional, will be returned to their previous lower title. The 4%, 5%, or 6% increase will be deducted from their salary and an interested eligible will be permanently appointed to fill the vacancy.

(F) SHIFT DIFFERENTIAL

For the 1982 contract year, employees who work a second shift shall receive an additional twenty cents (20¢) per hour and employees who work the third shift shall receive an additional twenty-five cents (25¢) per hour over the hourly rate for their first shift.

For the 1983 contract year, employees who work a second shift shall receive an additional twenty-five cents (25¢) per hour and employees who work the third shift shall receive an additional thirty cents (30¢) per hour over the hourly rate for their first shift.

Any such employee who works overtime shall receive shift differentials at the rate of time and one-half for said overtime.

A first shift shall be defined to mean between the hours of 7:00 a.m. to 5:00 p.m. or any reasonable variation thereof.

A second shift shall be defined to mean between the hours of 2:00 p.m. and 1:00 a.m. of any reasonable variation thereof.

A third shift shall be defined to mean between the hours of 11:00 p.m. and 9:00 a.m. or any reasonable variation thereof.

8. SEASONAL EMPLOYEES (SUMMER HELP)

Indirect benefits will be limited to Workmen's Compensation and those other benefits provided by Law. Employees in this category will not receive vacation days, sick days, holidays, personal days, bereavement days, hospitalization and dental benefits or any other indirect contractual benefits.

9. 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 \$20,000.00). The rate of longevity shall be as follows:

9 through 15 years = 2%

16 through 20 years = 4%

21 years and over = 6%

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

10. MEDICAL BENEFITS

All full-time and eligible part-time employees who are scheduled for and do work twenty (20) hours or more each work week and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J; at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

(a) 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. The Association, before the expiration of the current dental contract (December 31, 1983) and before the advertisement for a subsequent contract, will be given the opportunity to present their recommendations and proposals concerning specifications for the new dental contract, by June 1, 1983.

(b) The Rutger's Community Health Plan (H.M.O.) is available to the employees 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) 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 as set forth in Resolution #1596 authorizing these payments adopted by the Employer on December 21, 1978.

(d) DRUG PRESCRIPTION PLAN

All eligible employees and eligible employees' immediate family will be covered by a Drug Prescription Program at the Employer's expense. There will be a \$1.25 co-payment 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

MEDICAL BENEFITS (cont.d)

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.

11. HOLIDAYS

The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared legally constituted authorities of the State and Federal Government, provided such holidays are approved by the Board of Chosen Freeholder of Middlesex County.

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Day

If a holiday falls on a Saturday, it shall be observed on the preceeding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls during an employee's vacation or bereavement time, he shall be granted an additional day off with pay.

All full-time employees working on a holiday will receive their regular day's pay at a straight time rate plus time and one-half (1½) for the holiday worked and no compensatory day.

HOLIDAYS (cont.d)

All full-time employees scheduled off on a holiday shall receive their regular time rate and no compensatory day.

Employees scheduled to work on New Year's Day, July 4th, or Christmas Day shall be paid their regular day's pay plus an additional rate of double time pay for the hours worked.

12. PERSONAL DAYS

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

13. 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, 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 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.

14. 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 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 from the date they are hired.

<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.

VACATIONS (cont.d)

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 which allows vacation carry over for one (1) year only.

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 Department of Civil Service concerning emergencies, etc., shall be observed by both parties. Employees shall submit requests for vacation time no later than May 1st 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 a full vacation basis by request and agreement of the employee's immediate supervisor. It shall be assumed that an employee will remain in the service for the full calendar year; or portion thereof from date of hire, and is entitled to use all vacation time for that year when requested as permitted by the vacation schedule. Any employee leaving the service of the County shall have unused vacation time paid him. Unearned vacation time used will be deducted from employee's last pay if separation of services occur.

15. 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 employees at the beginning of each successive calendar year.

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

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

16. INJURY LEAVE

Whenever an employee is injured or disabled as a result of or arising out of his employment so as to be physically unfit for his duty, the Board of Freeholders may adopt a resolution granting up to one year's leave of absence with pay. Such leave shall not be chargeable to sick leave. Prior to the passage of such resolution, the Board of Freeholders shall be satisfied by a certificate of a physician as to the degree of injury or disability, and shall enter a contract with the employee to reimburse the County out of the monies he may receive as workmen's compensation, temporary benefits, or legal settlement arising out of his injuries.

Paid holidays occurring during a period of Injury Leave shall not be charged to Injury Leave.

All of the requirements of N.J.S. 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 4A-12.6 or any amendment or supplement thereto.

17. 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 \$12,000.00) which is credited to him/her 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.

18. JURY DUTY

Should an employee be obligated to serve as a juror he shall receive full pay from the County for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the County excluding travel allowance.

19. BREAKS

Each employee shall be entitled to one fifteen (15) minute break for each half-day period of work (morning and afternoon shall each be considered a half-day period of work and equivalent periods for shift work shall be also considered half-day periods of work).

20. 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 employee Association shall present the Employee grievance or dispute to the employee's immediate Supervisor within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Supervisor shall attempt to adjust the matter and shall respond to the employee within three (3) working days.

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

GRIEVANCE PROCEDURE (cont.d)

writing within seven (7) working days after the response of the Department Head is due. The Personnel Director shall respond in writing to the Council Representative within ten (10) working days. The Council may request a meeting with the Personnel Director within five (5) working days after receiving the answer from the Department Head.

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

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum--every effort will be made to expedite the grievance as set forth herein.

It is further understood and agreed that any settlement of the grievance is limited to the date of filing of the grievance.

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. This shall be done with the standards set forth by the grievance committee of Council #7 Association. These standards will be obtainable from the

GRIEVANCE PROCEDURE (cont.d)

chairperson of the grievance committee. However, it is further agreed that the extension of grievance processing time may be extended by mutual consent of both parties. Failure to move a grievance to the next step will be considered a withdrawal of the grievance.

Employee's grievances shall be presented to the County Supervisory Representative on forms prepared by the Civil Service Association. 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.

A group or policy grievance shall be directly submitted at the Step 3 level to the Personnel Director.

21. DISCIPLINE

A. Progressive Discipline for Minor Offenses

The principles of corrective discipline for employees covered under the terms of this Agreement with respect to occurring minor offenses of the same nature as more fully set forth in N.J.A.C. 4:1-16.7, but not limited to, are outlined as follows:

Step 1: Oral Warning

Given by the Supervisor to the employee in the presence of the Union Representative and clearly stating all the reasons for the warning. Notation is made in employee's personnel file.

Step 2: Written Warning

Given by the Supervisor with agreement of the Department Head or next higher level of authority. The notice shall clearly state all the reasons for the warning. One copy of the written warning shall be given to the employee, one copy supplied to the Union Representative, and one copy placed in the employee's personnel file.

Step 3: Written Warning

Given by the Supervisor with agreement of the Department Head or next higher level of authority. The notice shall clearly state all the reasons for the warning. One copy of the written warning shall be given to the employee, one copy supplied to the Union Representative, and one copy placed in the employee's personnel file.

Step 4: One Day Suspension

Given by the Department Head based on recommendation

of the Supervisor. A one day suspension without pay will serve as a warning to employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee, Civil Service (form CS-379), Union, and employee's personnel file

Step 5: Three Day Suspension

Given by the Department Head. A three day suspension without pay will serve as a further warning to employee of the seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied the employee, Civil Service (form CS-379), Union, and employee's personnel file.

Step 6: Five Day Suspension

Given by the Department Head. A five day suspension without pay will serve as a final warning to employee of the continued seriousness of the situation and that corrective action is needed by the employee. Written notice of suspension shall be supplied the employee, Civil Service (form CS-379), Union, and employee's personnel file.

Any employee who receives a written warning for a minor offense or who is given a suspension for a minor offense shall have a copy of the action taken, placed in his/her personnel file where it will be kept for a period of one year providing that no reoccurring minor disciplinary action was taken against the employer in the same 12 month period. If there is a minor disciplinary action taken within the same 12 month period, the file shall be kept until such time that there is a period of one year without minor disciplinary action at which time the record of minor discipline shall be removed from his/her file.

B. Suspension, Fine and Demotion for Disciplinary Purposes

An appointing authority may suspend without pay or with reduced pay, fine or demote an employee due to inefficiency, incompetency, misconduct, negligence, insubordination or for other sufficient cause; however:

1. An employee who shall be suspended, fined or demoted more than three times in any one year (one year being from date of first suspension, fine or demotion to one year therefrom), or more than five days at one time, or for a period of more than 15 days in the aggregate in any one calendar year shall be served with written charges and have the right to appeal to the Civil Service Commission. The commission shall have the power to revoke or modify the action of the appointing authority, except that removal from service shall not be substituted for a lesser penalty;

2. The appointing authority shall notify the employee and the Department of Civil Service of the reasons for the suspension, fine or demotion regardless of the extent or duration of the disciplinary action;

3. No suspension shall exceed six months.

C. REMOVAL

1. A permanent employee in the classified service may not be removed except for just cause upon written charges.

REMOVAL (cont.d)

Notice of the removal shall be sent to the employee on the form prescribed by the Civil Service Commission and a copy of said notice shall be sent to the Civil Service Department at the same time.

2. A provisional or temporary employee may be terminated at any time at the discretion of the appointing authority. A provisional or temporary employee who has been terminated shall have no right of appeal to the Civil Service Commission.

D. CAUSES FOR REMOVAL

Any one of the following shall be cause for removal from the service, although removals may be made for sufficient causes other than those listed:

1. Neglect of duty;
2. Incompetency or inefficiency;
3. Incapacity due to mental or physical disability;
4. Insubordination or serious breach of discipline;
5. Intoxication while on duty;
6. Chronic or excessive absenteeism;
7. Disorderly or immoral conduct;
8. Willful violation of any of the provisions of the Civil Service statutes, rules or regulations or other statutes relating to the employment of public employees;

CAUSES FOR REMOVAL (cont.d)

9. The conviction of any criminal act or offense;
10. Negligency of or willful damage to public property or waste of public supplies;
11. Conduct unbecoming an employee in the public service; or
12. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service, or engaging in any form of political activity during working hours.

Any suspension, fine, demotion, or disciplinary act taken against an employee shall be the subject to the grievance procedure herein.

N.J.A.C. 4:1-5.15 Departmental Hearing

(A) The employee shall have the right to a departmental hearing in every disciplinary action involving a permanent employee where the contemplated penalty may be:

1. Suspension of more than five days at one time;
2. Suspension or fines more than three times or for an aggregate of more than 15 days of one calendar year;
3. Demotion; or
4. Removal.

(B) Such departmental hearing shall be commenced as soon as possible and not later than 30 days after service of a copy of the charges.

22. ARBITRATION

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

23. 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.

SEPARABILITY 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 Union shall re-negotiate a replacement provision that shall supercede the invalid provision. Said re-negotiation shall commence no later than thirty (30) days following the termination of the invalid provision.

24. ECONOMY LAYOFFS

The Employer agrees that in the event of employee layoffs for bona fide economy reasons with good faith demonstrated on the part of the Employer to the Association, same shall be on the basis of seniority, beginning with temporary help, than provisional employees, and last, permanent employees, according to procedures specified in Civil Service Rules. In no instance shall permanent employees be laid off and part-time employees retained. In all cases, the Employer shall provide proper written notice to permanent employees to be laid off, forty-five (45) days in advance as required by Civil Service Rules.

25. 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. (8 hr. 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 $1\frac{1}{2}$ days of sick leave. (8 hr. employees = 176 hrs. 7 hrs. 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 for 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.

PART-TIME EMPLOYEES (cont.d)

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.

26. RECLASSIFICATION SURVEY

If the Employer should request a complete title survey and reclassification survey of any County employment positions covered by this Agreement by the Department of Civil Service, the Association will be permitted to take an active part in the survey. To the extent of its vested interest in the employees whom it represents in accordance with all Civil Service rules and regulations and applicable laws the Employer will notify the Association that a survey is taking place and ask for recommendations and cooperate with the Association regarding said survey.

27. RIGHTS AND PRIVILEGES OF THE ASSOCIATION

(a) The Employer agrees to promptly make available to the Association all public information concerning the County of Middlesex, including but not limited to the financial resources of the County of Middlesex, together with all information which may be necessary for the Association to process any grievance, unfair practice charge, arbitration or complaint. All requests shall be made through the Personnel Director.

(b) Whenever any Representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings within the County complex, he/she shall suffer no loss in pay.

It is further understood that PERC attendance will not exceed three (3) Union Representatives with no loss in pay.

(c) The Association has the use of bulletin boards and mailboxes.

28. PERSONNEL FILES

A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the Middlesex County Personnel Director's offices.

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. Employees shall have the right to copy, define, explain, or object to in writing to anything found in his personnel file. This writing shall become a part of the employee's personnel file.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

It is understood that an employee will receive a copy of any derogatory or disciplinary document being placed in his personnel file.

It is further understood and agreed that the files maintained by the County Personnel Director's offices are the official personnel file for all employees. No other official file or personnel record will be maintained.

However, it is agreed that a departmental reference file will be maintained for day-to-day reference.

29. EMPLOYEE EXPENSES

When any class of employment requires the use of specialized equipment, such as rain gear, coveralls, and/or safety equipment; these shall be provided by the Employer at no expense to the employee. Those mechanics and repairmen who provide their own tools for use on County jobs, such employees shall receive a comparable tool or cost replacement if their own personal tool is damaged or destroyed.

30. SAFETY

(a) The Employer agrees to assure the safety and adequacy of all working areas and equipment provided for employee's use.

(b) The Employer will appoint a total of three (3) members of the Association to the Safety Committee.

(c) Where safety equipment is provided, it is the responsibility of the employee to utilize such equipment.

(d) It is further understood that employees will report all safety hazards and defects on equipment to their immediate Supervisor, who shall have the responsibility to inspect and correct such hazards or defects. If the problem is not resolved, the employees shall contact a member of the Safety Committee for appropriate action.

31. RULES OF EMPLOYER

All rules and regulations promulgated by the Employer for the proper and efficient operation of the employees will be made known to the employees.

32. SUPPER HOUR

Any employee required to work through the supper hour shall be entitled to reimbursement for meals at the rate of five dollars (\$5.00) for the 1982 contract year and five dollars and fifty cents (\$5.50) for the 1983 contract year. The supper hour shall commence when the employee has worked a minimum of ten (10) hours.

33. MILEAGE ALLOWANCE

Whenever an employee shall be required to use his personal vehicle in any County connected business, he shall be entitled to an allowance of twenty cents (20¢) per mile. Additional expenses such as parking tolls, etc. shall be paid upon submission of a receipt and voucher.

This allowance will be reviewed by the employer for the 1983 contract year.

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

35. SUPERVISORS AND FOREMEN

It is not the intention of the County that Foremen will perform productive work which normally is done by a non-supervisory employee, except in cases of:

- A. Emergency work.
- B. Work performed for instruction purposes.
- C. Work that cannot be performed by a non-supervisory employee, through lack of familiarity with the work.

36. PROVISIONAL PROMOTIONS

It is agreed by both parties that all provisional promotions within C.S.A. #7 will be limited to the classification immediately above the classification of the person concerned whenever practicable. Seniority for provisional promotion will be given prime consideration. It is further understood that this policy will refer only to provisional promotions following execution of the Agreement.

37. COMPUTATION ERRORS

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

38. 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.

39. 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.

40. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1982 until December 31, 1983. This Agreement may be reopened on December 1, 1982 for the 1983 contract year for the sole purpose of negotiating an across-the-board wage increase effective January 1, 1983.


All of the provisions of this Agreement shall remain in full force and effect, unless otherwise noted to the contrary herein, or until a successor collective bargaining agreement is negotiated.


IN WITNESS WHEREOF, 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

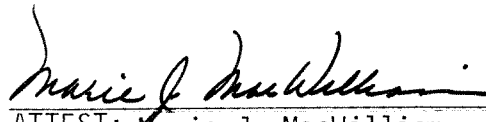
IN THE PRESENCE OF:


MIDDLESEX COUNCIL #7, NEW JERSEY CIVIL SERVICE ASSOCIATION


ATTEST: Union Representative


Ann F. Montanti, President

BOARD OF CHOSEN FREEHOLDERS


ATTEST: Marie J. MacWilliam, Assistant
Clerk


Stephen J. Capestro, Director