

Contract # 1873

F

A G R E E M E N T

made between

THE COUNTY OF MIDDLESEX

-and-

THE ASSOCIATION OF MIDDLESEX COUNTY
PLANNING BOARD SUPERVISORY PROFESSIONAL EMPLOYEES

C O N T E N T S

	<u>Page</u>
ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT	31
ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL RULES ..	8
AGENCY SHOP (See DUES CHECK-OFF)	3-6
ARBITRATION	37-38
AUTHORIZED LEAVES	32
BEREAVEMENT	26
DUES CHECK-OFF	3-6
DURATION OF CONTRACT	47
EMANATING POLICY	44
EMPLOYEES' BASIC RIGHTS	2
EXISTING LAW	7
EXPERIENCE FACTOR	12
FLEX TIME (See HOURS OF WORK)	16-17
GRIEVANCE PROCEDURE	36-38
Arbitration.....	37-38
HOLIDAYS	25
HOURS OF WORK	16-17
LONGEVITY	33
MANAGEMENT RIGHTS	10

CONTENTS (Cont.)

Page

MEDICAL BENEFITS

A. New Jersey State Health Benefits (Traditional Coverage) ..	22
B. Health Maintenance Organization (H.M.O.)	22
C. Dental Plan	22
D. Drug Prescription Plan	23
E. Payment of N.J. State Health Benefits for Retirees.....	23
F. Vision Care Program	23
G. Extended Medical Benefits	23
MERIT INCREASES	13
NEW EMPLOYEES	18
NO-STRIKE OR LOCK-OUT	45
OVERTIME	14-15A
PART-TIME EMPLOYEES	40-41
PERSONAL DAYS	35
PERSONNEL FILES	34
PREAMBLE	1
PROMOTIONS	19-21
Special Assignments	19-20
Job Bidding	20-21
RECOGNITION AND SALARY RANGES	9
RULES OF EMPLOYER	39
SALARY RANGES.....	9
SAVINGS CLAUSE	44
SEPARABILITY AND SAVINGS CLAUSE	46
SICK LEAVE	29
SUPPER HOUR	42
TRAVEL EXPENSE	24
TUITION AID	43
VACATIONS	27-28
WAGES	11-12
WAGE INCREASE ELIGIBILITY	11-12
YEARLY SICK TIME BUYOUT	30

THIS AGREEMENT, made this 1st day of September 1994

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

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

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

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

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

I. RIGHTS OF UNION REPRESENTATIVES :

A. The employer agrees to promptly make available to the association all public information concerning the County of Middlesex, including but not limited to financial statements, debt statements annual audit reports, or annual budget, pertinent to any particular case, together with all information which may be necessary for the Association to process any grievance, unfair practice charge, disciplinary hearing, arbitration or complaint. All such information shall be updated upon reasonable request. All requestes shall be made through the Planning Director.

B. Whenever a representative or member of the Association is required by the Employer or Association to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, disciplinary hearings, unfair practice charges, or formal conference or any work relating to these, the employee shall suffer no loss in pay. P.E.R.C. attendance shall be limited to two (2) union members without loss of pay.

C. The Association shall have the use of bulletin boards for official Association business only.

II. DUES CHECK OFF

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

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

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

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

REPRESENTATION FEE IN LIEU OF DUES

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

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

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

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

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

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

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

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

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

G. The Association agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5 and 5.6 as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association. Such proceedings shall provide for an appeal by either the Association or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.5 and 5.6 as amended.

III. EXISTING LAW

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

IV. ADHERENCE TO 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 whatever not specically covered in this Agreement shall be binding upon both.

V. RECOGNITION

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

It is further understood and agreed that all Supervisory Planner titles as certified to the ASSOCIATION by the New Jersey Public Employment Relations Commission remain as a part of this Agreement for any future Supervisory Planning Board recognition.

SUPERVISORY PLANNERS

	<u>1994</u>	<u>1995</u>
Supervising Planner	\$46,331-\$62,789	\$48,500-\$65,457
Supervising Planner-Environmental	\$46,331-\$62,789	\$48,500-\$65,457
Supervising Planner-Comprehensive Planning	\$46,331-\$62,789	\$48,500-\$65,457
Supervising Planner Parks & Recreation	\$46,331-\$62,789	\$48,500-\$65,457
Supervising Planner-Housing	\$46,331-\$62,789	\$48,500-\$65,457
Supervising Planner-Water Resources	\$46,331-\$62,789	\$48,500-\$65,457
Supervising Planner-Transportation	\$46,331-\$62,789	\$48,500-\$65,457
Supervising Planner-Public Participation Specialist	\$46,331-\$62,789	\$48,500-\$65,457
Supervising Planner-Land Development Review	\$46,331-\$62,789	\$48,500-\$65,457

Recognition (Cont.)

	<u>1994</u>	<u>1995</u>
Supervising Planner-Data Management	\$46,331-\$62,789	\$48,500-\$65,457

*It is understood and agreed that as of April 1st, 1994 the minimum salary for all Supervisor Planners shall be \$48,500.

VI: MANAGEMENT RIGHTS

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

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

VII. WAGES

A. Effective January 1, 1994 all eligible employees covered under the terms of this Agreement will receive an increase of three percent (3.0%) retroactive to January 1, 1994 and based on their December 31, 1993 base salary.

B. Effective January 1, 1995 all eligible employees covered under the terms of this Agreement will receive an increase of four and one quarter (4.25%) retroactive to January 1, 1995 and based upon their December 31, 1994 base salary.

C. Wage Increase Eligibility

Employees in this bargaining unit being carried on the County payroll or on approved leaves of absence, upon their return, shall receive the wage increase negotiated in the following manner and with the following manner and with the following exceptions:

1. Employees hired in 1988 and thereafter will receive a pro-rata share of the Negotiated Wage Increase (N.W.I.) on the first January following their start of employment, i.e. commencing with the month the employee started employment and counting to December 31st, each month of service will represent one-twelfth (1/12) of the N.W.I. (.0833 times number of months of service times N.W.I. equal percentage of raise to be applied). The month in which the employee is hired will be considered a full month for the purpose of computation of this wage increase. The second January and for each subsequent January, they will receive a full share of the N.W.I.

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

Wages (Cont.)

D. Experience Factor

With respect to new or future hires of the Planning Board or those presently on staff, the Planning Board intends that it would credit prospective employees with all or any portion of such employee's employment experience before employment with the Planning Board. 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 \$4,000.00, either at the time a new employee starts employment or during the employee's tenure.

VIII. MERIT INCREASES

It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 Laws of 1968 (N.J.S.A. 34-13A-1 et seq.) all wage increases are limited to the negotiated contractual amounts arrived at by means of the bargaining process. The only exceptions to this policy will be represented by certification to a higher position or a temporary or provisional appointment to a higher position or special assignment. In these cases the promotion policy as contained in this contract will be observed.

IX. OVERTIME

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

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

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

Compensatory time accumulated prior to December 31, 1981 is excluded from the 175-hour compensatory maximum. These accumulated hours

Overtime (Cont.)

are to be treated separately and scheduled off in accordance with Article IX, Paragraph 5.

The scheduling of all compensatory time shall be mutually agreed upon between the Director of County Planning or his designee and the employee, but in not case may the compensatory time be denied if formally requested ten (10) working days in advance except if it falls on a regularly scheduled Planning Board meeting day.

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

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

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

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

Overtime (Cont.)

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

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

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

X. HOURS OF WORK

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

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

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

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

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

The following rules will be strictly adhered to:

1. Proper employee grouping as designated by the Planning Director or his designee shall be maintained.
2. Work schedules and assignments are to be met within required time frames.
3. Working hours - starting and finishing times - are to be observed in accordance with flex time scheduling.
4. Employees reporting off shall call their immediate supervisor within one-half ($\frac{1}{2}$) hour of their scheduled starting time.

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

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

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

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

9. The Director or his/her designee shall provide a written response within five (5) days of the applicant's written request for flex time. It is agreed and understood the applicant's request will be automatically granted if a written response is not received within the five (5) days. Should the applicant's request for flex time be denied, the written response will state reasons of denial.

XI. NEW EMPLOYEES

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

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

XII. PROMOTIONS

(A) Any employee promoted by New Jersey State Department of Personnel Certification or provisional appointment will receive a six percent (6%) increase on his/her annual base salary at the time of the appointment. If the six percent (6%) 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 or eligibles which names him/her as the provisional, will be returned to his/her previous lower title. The six percent (6%) increase will be deducted from his/her salary and an interested eligible will be permanently appointed to fill the vacancy.

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

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

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

(B) SPECIAL ASSIGNMENTS

A special assignment is formed and exists on as as needed

Promotions (Cont.)

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

Employees receiving a special assignment will receive a six percent (6%) increase for the period of time they are on special assignment, providing they have been assigned higher responsibilities. There will be no probationary period, and the selectee serves at the discretion of the Director of County Planning. When no longer on special assignment, the employee will return back to the position and salary held immediately prior to the special assignment.

(C) JOB BIDDING AND PROMOTION

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

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

Promotions (Cont.)

Those interviewing the applicants shall be the Director and/or his/her designees. Notification via memo to all bidders of the status of their bid shall be made within two (2) working weeks of the last day the job was posted. All qualified employees bidding on a job shall receive an interview. It is understood that where one or more employees is relatively equal in qualifications for the job, then seniority shall be the determining factor. Management will present to and discuss with an employee, at his request, the reasons for selecting an employee of less seniority for a higher job on the basis of ability qualifications, or special skill requirements related to the job and/or position description rather than on the basis of seniority.

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

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

XIII. MEDICAL BENEFITS

A. All full time and eligible part-time employees and employees' eligible family (as defined by New Jersey State Health Benefits - Traditional Medical Coverage) shall be covered by New Jersey State Health Benefits-Traditional Medical Coverage, or equivalent, at the Employer's expense. Major Medical for 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. Such approval by the employee organization shall not be unreasonably withheld.

B. Health Maintenance Organization (H.M.O.): Several Health Maintenance Organizations are available to the employee as an alternate to New Jersey State Health Benefits - Traditional Coverage, 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. If current dental premiums increase in cost, and if employee elects either the modified coverage (36% employee participation) the employee's monthly cost for said coverage shall also proportionately increase provided the employee's monthly cost does not increase by more than 15% of the employees current monthly share.

If the employee's monthly cost increases greater than 15% the employee's current monthly share, County and Union agree to meet, discuss, and negotiate the impact of any employee's cost increase greater than 15% of employee's monthly share.

The employer agrees to contribute to the prepaid DMO plan the same amount as it contributes for the basic plan.

Medical Benefits (Cont.)

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 shall be upon execution of this agreement a co-pay of three dollars (\$3.00) per prescription by the employee for non-generic drugs. There shall be no co-pay by the employee for generic drugs.

E. Payment of Traditional Medical Coverage or H.M.O. 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 Traditional Medical Coverage, Major Medical, and any premium for an H.M.O. covered by the New Jersey State Health Benefits Plan.

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
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Lenses and Frames -or- Contact Lenses	- \$60.00
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This reimbursement shall not exceed and is limited to a total of \$110.00 for a combined cost for the above.

G. Extended Medical Benefits: The County 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.

XIV. TRAVEL EXPENSE

Each employee covered under the terms of this Agreement, who agrees to use his/her personal automobile in the performance of his official duties shall receive twenty-two cents (\$.22) per mile or the applicable County rate, whichever is higher, for the mileage traveled.

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

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

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

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

XV. HOLIDAYS

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

XVI. BEREAVEMENT

All employees shall receive five (5) 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 parent, current son-in-law, current daughter-in-law, current mother-in-law, current father-in-law, brother current brother-in-law, sister, current 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) or five (5) days leave of absence (as stated above) consisting of up to three (3) or five (5) working days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) or five (5) days.

The time of bereavement leave will be allowed to be taken within a ten (10) day period at the discretion of the employee with a prior notification to his/her Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

XVII. VACATIONS

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

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

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

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

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

Vacation time accumulation will be based on the New Jersey State Department of Personnel Ruling now in effect.

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

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

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

XVIII. SICK LEAVE

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

Sick leave is applicable to attendance upon a member of an employee's immediate family in his/her household who requires care. The employee may request sick leave for family residing outside of the home; approval by the Department Head or his/her designee shall not be unreasonably denied.

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

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

During the time that the Personnel Office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event that a leave with pay is granted, the sick leave used by the employee will be re-credited 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 same.

Sick Leave (Cont.)

C. 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.

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

YEARLY SICK TIME BUY OUT

At the end of each calendar year, an employee may option to apply for and receive cash payment for sick days credited and not used during the current year.

Payment may be made in the amount of one day's pay for every three days credited and not used to a maximum of five days.

Employees having used five days of sick leave or less out of fifteen sick days credited per current year qualify for participation.

Employees having used six days of sick leave or more out of fifteen sick days credited per current year are not eligible for participation.

Eligible employees applying for sick time buy out will do so on December 31st of each current year by signing an authorization card provided by the County. Payment will be made in the third payroll period of the succeeding year.

XIX. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

RETIREMENT: Employees covered under the terms of this Agreement shall be entitled upon retirement to receive a lump-sum payment, as supplemental compensation, one-half ($\frac{1}{2}$) payment for every full day of Middlesex County earned-and-unused accumulated sick leave (not to exceed \$15,000) 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.

XX. AUTHORIZED LEAVES

All 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.

XXI. LONGEVITY

All eligible employees shall be entitled to receive a longevity increase which will be based upon their salary as of December 31st of the previous calendar year, (maximum base salary \$30,000). The rate of longevity paid is to be based upon the Resolution authorizing longevity payments and setting up schedules of payments of same duly adopted by the Employer on March 18, 1971 and as amended, which Resolution is herein incorporated and made a part of this Agreement.

All eligible employees shall be entitled to longevity payments as follows based upon their salary as of December 31st of the previous year before Negotiated Wage Increases are applied:

1. Upon completion of 8 years of service and less than 15 years 2% of base salary.
2. Upon completion of 15 years of service and less than 20 years 5% of base salary.
3. Upon completion of 20 years of service and thereafter 7% of base salary.

XXII. PERSONNEL FILES

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

XXIII. PERSONAL DAYS

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

Part-time employees working more than twenty (20) hours a week shall accrue two (2) personal days annually.

XXIV. GRIEVANCE PROCEDURE

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

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

All grievances shall be processed as follows:

STEP 1. The employee ASSOCIATION shall present the Employee grievance or dispute to the Department Head or his designee within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. the Department Head or his designee shall respond to the ASSOCIATION representative in writing within five (5) working days.

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

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

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

XXV. RULES OF EMPLOYER

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

XXVI. PART-TIME EMPLOYEES

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

Vacation

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

(8 hr. employees = 176 hours

7 hr. employees = 154 hours).

Sick Leave

Each part-time employee who works the equivalent of 22 full working days shall earn $1\frac{1}{4}$ days of sick leave.

(8 hr. employees = 176 hours

7 hr. employees = 154 hours).

Bereavement Leave

Part-time employees shall be eligible for one (1) day bereavement leave on the same basis as such leave is available for full-time employees.

Hospital and Dental Programs and Drug Prescription Program

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

Part-time employees are not entitled to the following:

Personal Days and Longevity.

Part-Time Employees (Cont.)

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 \$1,500 a year and are paid in each quarter of the year.

XXVII. SUPPER HOUR

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

XXVIII. JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the County his full daily base rate of pay (up to a maximum of seven (7) hours) , subject to the following conditions:

1. The employee must notify the Department Head immediately upon receipt of a summons for jury service;

2. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty he or she is released by the Court prior to twelve o'clock P.M., that employee shall be required to return to work subject to work schedule of each department that day in order to receive pay for that day.

C. The employee shall turn over to the County monies received from jury duty that exceed \$10.00.

XXIX. TUITION AID

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

XXX. SAVINGS CLAUSE

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

XXX.(A) EMANATING POLICY

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

XXXI: MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike the concerted failure to report for duty, work stoppage, slow-down, walkout or other illegal job action against the County.

B. In the event of a strike, slow-down, walk-out or job action, it is covenant and agreed that participation in any or all such activity by any Association member shall entitle the County to invoke appropriate penalties against such a member.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the County and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the Association order.

D. Nothing contained in this agreement shall be constructed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of disobedience of the Association by its members.

E. The County agrees not to lock out its employees

XXXII. SEPARABILITY AND SAVINGS CLAUSE

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

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

XXXII. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1994 until December 31, 1995.

All provisions therein negotiated for contractual year 1994 shall be retroactive only to January 1, 1994.

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 1996 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one hundred twenty (120) days prior to December 31, 1995.

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

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF MIDDLESEX:

ATTEST:




Association President
Middlesex County Planning Board
Supervisory Professional Employees



Association Vice President
Middlesex County Planning Board
Supervisory Professional Employees



Dorothy K. Power
Clerk to the Board



David B. Crabel, Director
Board of Chosen Freeholders

APPROVED AS TO FORM AND LEGALITY:



ERIC M. ARONOWITZ, ESQ.
FIRST DEPUTY COUNTY COUNSEL