

LIBRARY  
Institute of Management and  
Labor Relations

JUL 27 1978

RUTGERS UNIVERSITY

1978

THIS AGREEMENT made this 6th day of July 1978,  
between THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of  
Chosen Freeholders (hereinafter referred to as the Employer) and MIDDLESEX  
COUNTY PROSECUTORS DETECTIVES AND INVESTIGATORS P.B.A. #214 (hereinafter  
referred to as the Union);

WHEREAS, the Union has been selected as the Exclusive bargaining agent by the employees hereinafter to be defined, in accordance with Chapter 303 of the Laws of 1968, and

WHEREAS, said Union has been in negotiation with the Employer pursuant to Chapter 303 of the Laws of 1968, and

WHEREAS, the Union 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:

I. RECOGNITION: The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all Middlesex County Prosecutor's Detectives and Investigators, excluding Chief of Detectives.

II. UNION REPRESENTATIVES: The Union shall have the right to designate such members of the Union as it deems necessary as Union representatives and they shall not be discriminated against due to their legitimate Union activities.

Authorized representatives of the Union 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.

III. WAGES AND PAY PERIODS; - INVESTIGATORS

Effective January 1, 1978 Investigators will be paid in accordance with the County submittal dated February 1, 1978.

Starting salary for new hires will be based on education/experience subject to the approval of the prosecutor. The pay schedule is to be based on the Investigator's date of appointment in the respective title and the anniversary date thereafter in said title.

All Investigators hired who have not completed basic training at any recognized police academy shall have a starting salary of \$10,000.00. Upon completion of basic training at a police academy, the Investigator will be paid the base salary for the position of Investigator.

Pay schedule effective January 1, 1978 as follows:

\$14,020.00  
14,770.00  
15,520.00  
16,270.00  
17,020.00  
17,770.00

WAGES AND PAY PERIODS - DETECTIVES

Effective January 1, 1978 Detectives will be paid in accordance with the County submittal dated February 1, 1978.

The pay schedule is to be based on the Detectives date of appointment in the respective title and the anniversary date thereafter in said title.

Pay schedule effective January 1, 1978 as follows:

DETECTIVES

Starting Salary	\$16,220.00	SERGEANT	\$20,220.00
Completion of 1st Year	16,970.00	LIEUTENANT	21,220.00
Completion of 2nd Year	17,720.00	CAPTAIN	23,220.00
Completion of 3rd Year	18,470.00		
Completion of 4th Year	19,220.00		

IV. HOURS OF WORK: The normal work week for Investigators, Detectives, Sergeants, Lieutenants and Captains shall be 35 hours based on 7 consecutive hours per 24 hour period, excluding lunch break.

V. OVERTIME: Overtime is constituted as time worked in excess of 7 hours per day or the normal 35 hour work week.

Provision will be made to pay each Investigator, Detective, Sergeant, Lieutenant, and Captain overtime at the rate of time and one-half up to a maximum of \$1,000.00 for each year of this contract, for hours worked in excess of 7 hours per day or the normal 35 hour work week. Overtime in excess of the payment of \$1,000.00 will be compensated for by compensatory time at the rate of time and one-half. Those employees who work less than the maximum allowed sum of \$1,000.00 will be paid only for those hours worked. Overtime and the payment of it must have the approval of the Prosecutor, his designee, or the Chief of Detectives.

When required to work by order of the Assignment Judge or the Attorney General on a legal holiday, that time will be compensated for at the rate of 1-1/2 times the normal hourly rate in addition to the regular day's pay, as part of the \$1,000.00 per year allowed.

VI. LONGEVITY: All eligible employees shall be entitled to receive a longevity increase which will be based upon their base salary for the calendar year 1976 as of December 1976. 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.

VII. MEDICAL BENEFITS: All full-time and eligible part-time employees and employees' family 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.

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

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.

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

VIII. HOLIDAYS: All employees shall receive the following holidays with pay:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday After Thanksgiving
14. Christmas Day

IX. PERSONAL DAYS: All employees shall have three (3) personal holidays in addition to those above for any personal purposes. Personal holidays may not be accumulated. Personal holidays may be taken on separate days or consecutively; however, the employee should, if possible, give the Employer three (3) days notice for one personal holiday, four (4) days notice for two (2) consecutive personal holidays, and five (5) days notice for three (3) consecutive personal holidays to be taken by the employee. New employees shall accrue one (1) personal holiday at the end of each fourth month (total 3 per year) of employment and severance pay shall be calculated considering personal holidays on the basis of one accrued personal holiday per each four month period of employment completed in the year said employment is terminated.

X. BEREAVEMENT: All employees shall receive three (3) days leave in the event of the death of his/her spouse, child, son-in-law, daughter-in-law, 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) calendar days next following the day of death until the date of burial. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

XI. VACATIONS: 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.

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

The Employer and his delegated representative 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. Vacation time may be used on a day to day basis where agreed to by the employee's supervisor. It shall be assumed that an employee with one or more years of service 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 services of the County shall have unused vacation time paid him; this shall be on a pro-rated basis of one day for each month of service. In addition, excess vacation time used will be deducted from the employee at termination.

XII. SICK LEAVE: Sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month in the first year of service, commencing in the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days pro-rata, shall

be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriated on a pro-rata basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. All other proper and authorized leaves as provided in the rules of the Department of Civil Service, shall be recognized and constitute a part of this agreement.

Days lost due to injury or illness arising from or caused by County employment for which the employee has a claim for Workmen's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

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

XIII. 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 4-2.4 and 4-2.6 or any amendments or supplements thereto.

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

Step 1. The employee Union shall present the employee's grievance or dispute to the Chief of County Detectives within ten (10) working days of its occurrence, or ten (10) working days after the employee becomes aware of the event. The Chief shall attempt to adjust the matter and shall respond to the employee within five (5) working days. Any settlement of a grievance will be limited to the date of written grievance.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union representative to the Prosecutor or his designee within five (5) working days after the Chief's response is due. The Prosecutor or his designee shall respond to the Union representative in writing within five (5) working days.

Step 3. If the grievance still remains unadjusted or unanswered by the Prosecutor or his designee, it shall be presented by the Union Representative to the County Personnel Director, in writing seven (7) working days after the response of the Prosecutor or his designee is due. The Personnel Director shall respond in writing to the Union Representative within ten (10) working days. The Union 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.



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

XV. 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 Union. Requests for transcript of proceedings shall be paid by party making request. Time extensions may be mutually agreed to by the Employer and the employee.

XVI. ADHERENCE TO CIVIL SERVICE RULES: The Employer and the Association understand and agree that all rules and procedures promulgated by the New Jersey Department of Civil Service concerning any matter whatever shall be binding upon both parties.

XVII. PROMOTIONS: (A) 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 employee's efforts and as a career advancement for all employees of the County.

(B) An 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 in a satisfactory manner in the lower class for a period of at least one year. If a disagreement arises, said disagreement shall be subject to the grievance procedure.

(C) 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.

(D) When an employee is promoted, he/she will move in salary to the next pay step of the rank promoted to which is greater than his/her present salary.

(E) Since the Department of Civil Service is the final authority with regard to all procedures dealing with examinations, promotions, etc., nothing contained herein shall be construed to supersede such procedures.

XVIII. RIGHTS AND PRIVILEGES OF THE UNION:

(A) The Employer agrees to make available to the Union all public information concerning the financial resources of the County together with information which may be necessary for the Union to process any grievance or complaint. All requests shall be made through the Personnel Director.

(B) Whenever any representative of the Union or any employee is mutually scheduled by the Parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he shall suffer no loss in pay.

(C) The Union has the reasonable use of bulletin boards and mailboxes.

XIX. PERSONNEL FILES: Employees shall have the right to inspect and review their own individual personnel file upon request to the Director of Personnel. The Employer recognizes and agrees to permit this review and examination at any reasonable time. The employee shall have the right to define, explain or object, in writing, anything found in his personnel file. This writing shall become a part of the employee's personnel file.

XX. CLOTHING MAINTENANCE: Employees shall receive \$250.00 for clothing maintenance. This shall not limit the presently established procedure to reimburse employees and allow replacement to employees for any clothing damaged in the line of duty.

XXI. 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, including any and all verbal or written agreements pertaining to working conditions made with the Middlesex County Prosecutor.

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

XXII. MANAGEMENT RIGHTS: All of the rights, power, and authority possessed by the Employer prior to the signing of this agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this agreement.

XXIII. NO STRIKE, NO LOCKOUT: Neither the Union nor the Employer or employee shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out or any other intentional interruption of work. (In accordance with New Jersey Statutes Annotated, Constitution of the State of New Jersey, Article 1, paragraph 19.)

XXIV. DURATION OF CONTRACT: It is hereby agreed by the Employer and the Union that this contract shall remain in effect from January 1, 1978 until December 31, 1978.

This agreement may be reopened by either party for the 1979 Contract negotiations, upon notice in writing at least sixty (60) days and no more than one hundred and twenty (120) days prior to expiration.

COUNTY OF MIDDLESEX

By its Board of Chosen Freeholders

ATTEST:



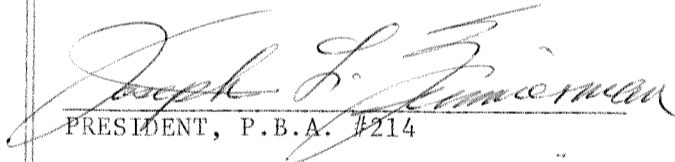
THOMAS J. MOLYNEUX

Director, Board of Chosen Freeholders



MARY C. HUDSON, ██████████ CLERK

Clerk, Board of Chosen Freeholders



PRESIDENT, P.B.A. #214



STATE DELEGATE, P.B.A. #214