

A G R E E M E N T

between

County of Middlesex

Middlesex County Board of Chosen Freeholders

and

C.E.T.A. Professionals and Clericals

Local 1437 Council #73/AFSCME, AFL-CIO

X ← January 1, 1982 - December 31, 1982  
(Includes addenda to 1981 contract: '82, '83, '84)

LIBRARY  
Institute of Management and  
Labor Relations

APR 6 1982

RUTGERS UNIVERSITY

CONTENT ORGANIZATIONAL FORMAT - AFSCME

	<u>page</u>
I. General Provisions . . . . .	1-5
A. -Agreement . . . . .	1
B. -Non-Discrimination . . . . .	2
C. -Recognition . . . . .	2
D. -Union Representatives . . . . .	3
E. -Dues Check Off . . . . .	3
F. -Union Security . . . . .	4,5
II. Wages and Hours of Work. . . . .	6-12
A. -Wage Increase Eligibility . . . . .	6
B. -Wages and Pay Period. . . . .	7
C. -Hours of Work . . . . .	8
D. -Overtime. . . . .	9
E. -Merit Increases . . . . .	10
F. -Promotional Increases . . . . .	10
G. -Part-Time Employees . . . . .	10
H. -Newly Hired Employees . . . . .	11
I. -New Employees . . . . .	11
J. -Uniform Provisions . . . . .	11
K. -Travel Expense. . . . .	11
L. -Supper Hour . . . . .	12
M. -Work Outside Job Description. . . . .	12

CONTENT ORGANIZATIONAL FORMAT - AFSCME (Continue)

	<u>page</u>
III. Seniority, Layoff, and Recall . . . . .	13-15
A. - Seniority Definition. . . . .	13
B. -Layoff and Recall. . . . .	13,14,15
IV. Promotions and Transfers. . . . .	15-20
A. -Job Bidding and Promotion. . . . .	16,17
B. -Special Assignment . . . . .	18
C. -Employee Transfer. . . . .	19
D. -Permanent Transfers. . . . .	20
V. Benefits. . . . .	21,22
VI. Holidays and Leaves of Absences . . . . .	23-28
A. -Holidays . . . . .	23
B. -Vacation Leave . . . . .	23
C. -Vacation-Part-Time . . . . .	24
D. -Sick Leave . . . . .	25
E. -Sick Leave-Part-Time . . . . .	26
F. -Accumulated Sick Leave . . . . .	26
G. -Bereavement Leave. . . . .	27
H. -Personal Leave . . . . .	28
VII. Grievance and Discipline Procedures . . . . .	29-40
A. -Grievance. . . . .	29-32
B. -Minor Discipline . . . . .	33-36
C. -Major Discipline . . . . .	36-40

CONTENT ORGANIZATIONAL FORMAT - AFSCME (Continue)

	<u>page</u>
VIII. Rules, Regulation and Constraints . . . . .	41-45
A. -Safety . . . . .	41
B. -Supremacy of Contract. . . . .	41
C. -Savings Clause . . . . .	42
D. -Rights and Privileges of Bargaining Unit . . . . .	42
E. -Management Rights. . . . .	42
F. -No Strike or Lock-Out. . . . .	43
G. -Suspension of Provisions of Agreement. . . . .	43
H. -Computation or Typographical Errors. . . . .	44
I. -Duration of Contract . . . . .	44
J. -Signature Page . . . . .	45
IX. Appendix. . . . .	46-47
A. -Employees Titles Represented by Local 1437 . . . . .	46
B. -1981 Holidays. . . . .	47

I. GENERAL PROVISIONS

A. THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 1982 between THE COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter known as the Employer), and Local 1437 Council #73/AFSCME, AFL-CIO (hereinafter known as the Union).

WHEREAS, the Union 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 Union has been certified as such by the Public Employees Relations Commission; and

WHEREAS, said Union has been in negotiations 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;

THEREFORE, subject to Law as herein provided, it is the purpose of this Agreement to promote and insure harmonious relations, cooperation, communication and understanding between the County and the employees covered hereby, for the purpose of collective negotiations with respect to compensation, hours of work, and other conditions of employment as herein provided.

B. 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, political affiliation, marital status, handicap or Union affiliation. Any such alleged discrimination may be pursued under the grievance and hearing provisions of this Agreement.

C. RECOGNITION: The County recognizes Local #1437, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO and its Council #73, as the exclusive representative for all regular full-time and regular part-time employees in the job classifications listed in Appendix A. Regular part-time employment shall be defined as twenty (20) hours or more per week. In the event any new job classifications are created or any classifications changed, the County will promptly notify the Union of any such proposed change and the proposed rate of pay for such classifications. The County will, upon request, meet with the Union to negotiate the appropriate rate of pay for any new or changed job classifications and agrees to review and discuss related job descriptions.

All references to employees in this Agreement shall be understood to designate both sexes. Wherever the male gender is used, it is understood to include both male and female employees.

D. UNION REPRESENTATIVES: The Union shall have the right to designate three (3) members of each bargaining unit as a Union negotiating committee and they shall not be discriminated against due to their legitimate Union activities.

Authorized Representatives: Name a Shop Steward and any employee having a grievance shall be permitted to discuss his or her grievance during working hours in accordance with the grievance procedure after obtaining permission from his immediate Supervisor who will schedule such a meeting without interfering with service to the public or ongoing assignments or work schedules. A reasonable amount of time will be allowed the Union Representative to discuss a work related problem between management and the Union. Permission shall not be unreasonably withheld.

It is agreed that the Union will furnish to the Middlesex County Personnel Offices, a list of duly elected officers and stewards as of the first day of the current contract year, and subsequent updating if necessary.

It is further agreed that neither the Union nor any of its members shall conduct any Union business during working hours other than grievance handling and collective bargaining negotiations by the designated representatives of the Union as presented to the County for the stated purpose.

E. DUES CHECKOFF: The County agrees to deduct the monthly Union membership dues from the pay of those employees who individually requested in writing that such deductions be made. The amounts to be

deducted shall be certified to the County in writing by the Union, and the aggregate deductions from all employees shall be remitted to AFSCME Council #73, Trenton, NJ, together with a list of names of all employees for whom the deductions were made on or about the fifteenth (15th) day of the succeeding month after such deductions are made. The authorization to deduct dues may be revoked by an employee during the period of December 20 to December 31 of any year, by written notice to the County Comptroller.

F. UNION SECURITY: The County agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues with the following provisions supplementing Page 3, Paragraph E, DUES CHECKOFF, of the current contract agreement.

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes



in the regular Union membership dues, fees, and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the Unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer. For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

It is understood that the Union has a provision in the International Constitution which provides a procedure whereby a person paying a fee under an Agency Shop Agreement may obtain a rebate for that portion of his fee which is used for partisan, political, or ideological purposes.

II. WAGES AND HOURS OF WORK

A. Wage Increase Eligibility: All employees covered by the bargaining unit will receive the wage increase negotiated in the following manner and with the following exceptions:

a. Employees on approved leaves of absence or who sever employment with M.C.C.E.T.A. will receive the negotiated wage increase for the hours worked during the eligibility period.

b. All employees hired in 1980 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 of the Negotiated Wage Increase (.0833 times number of months of service, times Negotiated Wage Increase equals percentage of raise to be applied). The month in which the employee is hired will be considered a full month for the purpose of computation of this wage increase. The second January and for each subsequent January, they will receive a full share of the Negotiated Wage Increase.

c. In the matter of retirees and deceased employees, payment will be made to his/her estate.

B. Wages and Pay Periods: All increases shall be paid on the employees' annual salary at the time the increase is applied.

Adjustments in pay due in promotions or any other reason which have been made since January 1, 1981 to December 31, 1981 shall not be used in any way to reduce the amount of the across-the-board increase.

All eligible employees, effective January 1, 1982, will receive a salary increase of nine percent (9%) computed on his/her December 31, 1981 annual salary.

C. HOURS OF WORK: The normal work hours for the bargaining 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. However, some employees because of the nature of their work may be on different work schedules, starting times, or quitting times as assigned by management. Either party has the right to request a change and such request is to be the subject of negotiations.

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

It is understood that all employees will be punctual on starting times, taking off and returning from rest periods, lunch periods, and quitting times. Any employee not observing working hours as stated shall be subject to disciplinary action.

D. Overtime: Overtime pay at time and one-half ( $1\frac{1}{2}$ ) will be paid for all hours worked in excess of seven (7) hours in the work day. Also, time and one-half ( $1\frac{1}{2}$ ) will be paid for all hours worked in excess of thirty-five (35) hours in the work week. Saturday and Sunday, the sixth and seventh consecutive days of the work week will be paid at time and one-half ( $1\frac{1}{2}$ ) pay. If the need for overtime arises in a job title, permanent employees will be offered overtime first. If they (permanent employees), refuse, then temporary and part-time employees in that job title will then be offered overtime.

It is understood that an employee may request compensatory time which will be computed on time and one-half ( $1\frac{1}{2}$ ) for the hours worked. However, it is further understood that the M.C.C.E.T.A. Director or his designee retain the final authority on the right to grant compensatory time.

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 for any other pay.

Employees working overtime in the following ranges will be paid in the following manner:

- a. Base pay but under. . . . . \$20,000  
Time and one-half wages or compensatory time.
- b. \$20,001 and upwards will receive compensatory time on a time and one-half basis for the hours worked.
- c. Employees scheduled to work on a holiday shall be paid their regular day's pay plus an additional rate of time and one-half for all hours worked.
- d. Overtime shall be scheduled on a reasonable equalized basis where such work is in the nature of the normal routing of the job.

E. Merit Increases: It is understood and agreed that pursuant to the intent of the New Jersey Employer-Employee Relations Act, Chapter 303 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 promotion to a higher position. In these cases the promotion policy as contained in this contract will be observed.

F. Promotional Increases: Any employee promoted by M.C.C.E.T.A. Certification or 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; and whose base salary is \$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.

G. Part-Time Employees: All part-time employees, but not to include seasonal employees, shall be paid a salary based on the annual wage for the appropriate classification as set forth in the adopted schedule, pro-rata.

H. Newly Hired Employees: During the first ninety (90) calendar days of continuous employment, an employee shall have no rights under the seniority provision. At the end of the ninety (90) calendar day period, he/she shall be accorded seniority beginning as of the date of his employment with M.C.C.E.T.A.

During the probationary period of ninety (90) calendar days, a new employee will be subject to transfer, demotion, or discharge and such actions shall not be subject to the terms of this Agreement.

I. New Employees: It is the intention of Middlesex County, in cooperation with the bargaining unit, to start all new employees with the bargaining unit at the minimum of the rate range. Exceptions to this policy, if they should occur, will be discussed with/and an explanation given to the Union President for the hire above the minimum of the range.

It is further agreed to and understood that newly hired employees will not be hired above the salary ranges or be equated to the current salaries of the employees presently employed in the ranges or classification in which the hires may occur.

J. Uniform Provision: Uniforms will be purchased and provided by the Employer; in the following manner: two (2) pairs of pants and two (2) shirts per year.

K. Travel Expense: Each employee covered under the terms of this Agreement who is required to use his/her personal automobile in the performance of his official duties shall receive twenty cents (\$.20) per mile for the mileage traveled.

The parties agree to automatically adjust travel allowance to the new rates as approved 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.

L. Supper Hour: Any employee required to work through the supper hour shall be entitled to reimbursement at his/her request at the rate of five dollars and fifty cents (\$5.50). The supper hour shall commence when the employee has worked a minimum of ten (10) hours.

M. Work Outside Job Description: If an employee works outside of his/her classification at the written request of the M.C.C.E.T.A. Director or designee and is assigned to fulfill these duties for three and one-half ( $3\frac{1}{2}$ ) hours or more in any one week, he/she shall receive the rate of pay for that classification or the rate of pay for his/her own classification, whichever is higher, for the total number of hours worked outside of his/her own classification for all hours worked during that week.



### III. SENIORITY, LAYOFF, AND RECALL

A. Seniority Definition: Seniority is defined as an employee's total length of service from date of hire effective after probationary period has been satisfactorily completed. Seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee voluntarily quits, resigns, or retires. It is understood that if an employee is laid off during the course of the year and he/she has completed their probationary period, the employee's seniority is to be retained for a period of one (1) year after the date of layoff. Seniority shall continue to accrue during any period of absence due to sick or injury leave, maternity leave, military leave, paid leave, or any approved leave of absence. The continuance of seniority as stated above shall be observed in accordance with the County Policy Manual.

Any employee who is a member of the bargaining unit and is promoted to a job excluded from the bargaining unit shall, in case of layoff or demotion, return to his previous seniority standing and job classification prior to promotion.

B. Layoff and Recall: In the event layoffs become necessary for any reason, management shall discuss the layoffs with the Union at least three (3) weeks in advance of any layoffs taking effect. In addition, the employee in question will receive a two (2) week prior notice

to his/her layoff.

Layoffs shall be made in accordance with an employee's seniority and in the following manner:

a. An employee may bump the least senior employee first within the same job classification.

b. If there are no employees to bump within the same job classification then the employee may bump the least senior employee in the same salary range.

c. If there are no employees to bump within the same salary range, then the employee may bump the least senior employee in the next lowest salary range.

d. If there are no employees to bump within the next lowest salary range, then the employee may bump the least senior employee in the same manner by going to a lower range in decreasing order.

e. Employees who are bumped in this manner may exercise their seniority in the same manner until an employee with the least seniority in the lowest salary range is laid off.

f. There shall be no change in pay for an employee exercising bumping rights, provided his salary falls within the range of the job classification into which he bumps. In the event his salary is higher than the maximum of the range into which he bumps, then his salary shall be reduced to the maximum of the range. In no event will an employee's salary be increased as a result of bumping down.

g. Employees must be qualified to perform the job for which they exercise their layoff and bumping rights. Qualifications shall be determined in the same manner as for a newly hired employee for the same position. Determination of abilities and qualifications shall be made by management.

h. Employees who have been laid off shall be recalled as need for their service arises in the reverse order of their layoff.

i. Employees may either accept layoff or exercise their bumping rights in the manner described in this Section, IIIB, above.

#### IV. PROMOTIONS AND TRANSFERS

A. Job Bidding and Promotion: All new and vacant positions which are to be filled must be posted by management in the designated posting areas for five (5) working days. Job qualifications shall be part of the job posting and shall clearly state the qualifications for the position complying with Affirmative Action. Management will be responsible for seeing that every work site has job bids posted for the appropriate length of time.

a. An employee who is selected by a bid process to the same salary range but different title shall be considered a transfer via bid process. To bid and be selected to a position with a similar salary range will not be recognized as a promotion nor shall it result in a promotional increase.

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

c. Those interviewing the applicants should be the prospective supervisors. 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 are 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 and qualifications rather than on the basis of seniority.

d. Employees on layoff shall be eligible to bid on job openings but it shall be both the Union's and Management's responsibility to notify laid off employees of any job postings which may occur during the lay off period. The exceptions to the job bidding and promotion procedure will be the Chiefs, Deputy Director, and Director. However, it is also understood that the determination of ability and qualifications shall be made by management.

e. Filling of vacant positions is to be decided by the Director in his review of timeliness and need. However, if a position is in bid process, the Union will be notified in writing of reasons if the selection process exceeds the timeliness per this Agreement. The Union will be notified of all job posting via c/c of the posting - concurrently with the Division Chiefs. The Union will be notified of the candidate selection after CS6 approval. Both Union and Management will notify employees on leave, layoff, or absent, of all job postings.

f. All temporary staff employees shall not have the same bidding rights as regular employees subject to the following exceptions:

(1) Posting of staff openings will be for the regular staff personnel of the agency first.

(2) If no regular staff employees bid on the position posted, then the temporary employee will have the opportunity to file a bid for the existing job opening as posted.

(3) This provision shall only apply to temporary staff employees during the period of time that they are actually on payroll status.

B. Special Assignment:

(a) A Special Assignment is formed and exists on an as needed basis. For record and review of status purposes, it is understood and agreed that a Special Assignment will not exceed one (1) year. However, the Executive Director on his own authority 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 CS6.

(b) Employees receiving a special assignment will receive a five percent (5%) increase for the period of time they are on special assignment, providing they have been assigned higher responsi-

bilities. There will be no probationary period and the selectee serves at the discretion of the Executive Director. When no longer on special assignment, the employee will return to the position and salary held immediately prior to the special assignment.

C. Employee Transfer: There will be no additional probationary period for employees who are laterally transferred if the transfer is to the same salary range.

a. There will be no additional probationary period for employees who exercise their bumping rights if they bump into the same title as well as the same salary range.

b. It is understood and agreed that the probationary period is restricted: to new hires other than PSE hires from M.C.C.E.T.A. participant staff to M.C.C.E.T.A. regular staff; to all promotions and demotions to positions not previously held by the employee.

c. A transfer within a division or component to a position having the same title and salary range will be considered a lateral transfer and shall preclude a probationary period.

d. It is further understood and agreed to that when management deems it necessary to transfer an employee it may do so in order to insure proper function of M.C.C.E.T.A. or its agencies. Management retains the right to do so for the time necessary.

D. Permanent Transfers: When transfers become necessary (permanent transfers within the same job classification) M.C.C.E.T.A. shall post a notice to employees informing them of the work site of the transfer and how to apply for the transfer.

a. Employees will have five (5) work days from the date of posting to apply for the position. Where two or more qualified employees have expressed an interest in the transfer then the senior employee will be transferred.

b. If no employees have expressed interest then the management shall have the right to transfer the least senior employee in the job classification to the vacant position.

c. It is further understood and agreed to that when management deems it necessary to transfer an employee it may do so in order to insure proper function of M.C.C.E.T.A. or its agencies. Management retains the right to do so for the time necessary.



V. BENEFITS

A. Blue Cross-Blue Shield: All full-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield 1420 Series and Rider J at the Employer's expense. Blue Cross-Blue Shield 1420 Series will be effective on the date when passed by resolution by the Board of Chosen Freeholders. Major Medical for the eligible employees and family shall be supplied at the Employer's expense.

B. Dental Plan: All full-time employees shall be covered by the Great-West Life Assurance Company Dental Plan, or a similar plan, at the Employer's expense.

C. RCHP: 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 elected, the employee shall be subject to a payroll deduction, if any, depending on the type of coverage.

D. 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 employee only and to the following allowances:

Eye Examination - \$20.00

Lenses and Frames combined -or- Contact Lenses - \$30.00

E. 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 one dollar and twenty-five cents (\$1.25) co-payment for prescription for employees.

F. Part-Time Employees: Part-time employees will be covered by the Hospital and Dental Programs and the Drug Prescription Programs if they are scheduled for (and work) twenty (20) hours or more but less than thirty-five (35) hours each work week.

G. Disability Insurance: Disability Insurance will be pursuant to County policy in accordance with the NJPL for 1980 regarding Temporary Disability Benefits.

VI. HOLIDAYS AND LEAVES OF ABSENCE

a. Part-time employees will be entitled to one (1) bereavement day based upon the same basis for full-time employees.

b. Part-time employees are not entitled to personal days or longevity.

c. Regular part-time employees shall be paid for that portion of the holiday that they would have been scheduled to work on that day.

d. A list of paid holidays is attached to Appendix B.

e. Paid holidays shall not be charged to any leave time.

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

a. 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.

b. 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.

YEARS OF SERVICE

AMOUNT OF VACATION

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.

c. 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 M.C.C.E.T.A. 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 by agreement of the employee's immediate Supervisor. It shall be assumed that an employee with one or more years of service will remain in service for a full calendar year or portion thereof for that year when requested as permitted by the vacation schedule.

d. Any employee leaving the services of the County shall be paid on a pro-rated basis of one day for each month of service.

B. Vacation - Part-time: Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn one (1) day of vacation leave. (8 hr. employees = 176 hours --- 7 hr. employees = 154 hours). Vacation for part-time employees shall be increased on a pro-rata basis after six (6) years of service in accord with the vacation schedule for full-time employees.

C. Sick Leave: A new employee shall earn sick leave at a rate of one and one-quarter ( $1\frac{1}{4}$ ) days per month on a month-to-month basis until completion of one (1) full year of employment. Upon completion of said year a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

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

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

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

d. During the time that the Personnel Office is determining whether the injury or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted, the sick leave used by the employee will be recredited to the employee and the sick leave injury will be retroactive to the date which is determined by the effective date of the Freeholder Resolution adopting same.

e. Furthermore, 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 Resolution of the County of Middlesex.

f. Employees must call Division Head or Immediate Supervisor notifying sickness.

g. Employees who report sick for five (5) days or more must submit doctor's certificate to Human Resources.

E. Sick Leave - Part-Time: Each part-time employee who works the equivalent of twenty-two (22) full working days shall earn one and one-quarter ( $1\frac{1}{4}$ ) days of sick leave. (8 hr. employees = 176 hours; 7 hr. employees = 154 hours).

F. Accumulated Sick Leave: 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) 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.

G. Bereavement Leave: (a) All full-time employees shall be eligible to receive a maximum of three (3) full-time 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 is separate and distinct from any other leave time. Verification of Bereavement Leave: Specifically in those cases where the deceased person is not a member of the employee's immediate family or a close family relative, i.e. husband, wife, sister, brother, child. In these cases, no request for bereavement leave will be required, and the employee need only notify his/her Supervisor of the leave and the dates that bereavement leave will be used. In all other cases, a simple request form, that will be provided by C.E.T.A. Personnel Office, must be submitted by each employee who requests bereavement leave for other than immediate or close family members. If an employee is unable to submit a request form prior to the leave, in such cases, the employee will submit the request form upon return to duty.

(b) It is understood and agreed that such leave will be communicated to the Division 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 until the date of burial.

(c) The employee will be compensated for lost time during said period from his regularly scheduled work, not to exceed three (3) days. The bereavement hours paid for, but not worked, will not be used in computing overtime in excess of thirty-five (35) hours in the work week.

MIDDLESEX COUNTY

C.E.T.A.

REQUEST FOR BEREAVEMENT LEAVE

EMPLOYEE'S NAME \_\_\_\_\_

NAME OF DECEASED \_\_\_\_\_

YOUR RELATIONSHIP TO DECEASED \_\_\_\_\_

ADDRESS OF DECEASED \_\_\_\_\_

FUNERAL DIRECTOR OR MINISTER \_\_\_\_\_

DATE OF DEATH \_\_\_\_\_

DATES OF BEREAVEMENT LEAVE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMPLOYEE'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



H. Personal Leave: All full-time employees shall have four (4) personal days in addition to those above for any personal purpose. Personal holidays may be taken on separate days; however, the employee will give the employer three (3) days notice for each personal holiday to be taken. New employees shall accrue one 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.

It is further understood and agreed that personal days can be taken by employee on notice to his Supervisor of an emergency situation that may occur prior to an employee's scheduled starting time. However, if the emergency personal leave exceeds one (1) day, documentation will be necessary as to the reason why additional day/days were taken.

VII. GRIEVANCE AND DISCIPLINE PROCEDURES - AFSCME LOCAL #1437

A. Grievance Procedure: Definition: A grievance shall be defined as any difference or dispute concerning the interpretation, application, or claimed violation of any provision of this Agreement 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. A grievance must be initiated within one (1) year of its alleged occurrence.

Step 1. The grievant will submit his grievance, written or orally, to his immediate Supervisor. Union Representation, at this step, is the Shop Steward. The immediate Supervisor shall respond, in writing, within two (2) working days from the date the grievance was submitted.

Step 2. If the grievance has not been settled, it may be presented in writing by the grievant to the Division Chief within five (5) days from the date of the Step 1 response. Union Representation at this step is the Shop Steward. The Division Chief shall respond in writing within five (5) working days of the date of presentation for Step 2.

Step 3. If the grievance has not been settled, it may be presented, in writing, by the grievant to the Executive Director or his designee within five (5) working days of the date of the Step 2

response. Union Representation at this step may be the Shop Steward and the Local Union President. The Executive Director or his designee shall respond, in writing, within five (5) working days of the date of presentation for Step 3.

Step 4. If the grievance still remains unsettled or unanswered by the Executive Director or his designee, it shall be sent to the County Personnel Department in writing within five (5) working days after the response is due from the Executive Director or his designee.

The Director of Personnel or his designee and a responsible labor leader who resides within the County of Middlesex who shall be selected by the Union will hear and decide the case jointly. Union Representation at this level shall be a Union Steward, the Local Union President and an AFSCME Council Representative. The decision at the Director and labor leader level, if unanimous, will be binding on both parties. They shall respond in writing within five (5) working days of presentation at this step.

It is further understood that the M.C.C.E.T.A. Chiefs, Deputy Director, and Executive Director will not any time be designated by the Director of Personnel to sit as Hearing Officers concerning M.C.C.E.T.A. employees in any disciplinary matters.

Step 5. If the grievance has not been settled it may be presented, in writing, by the grievant to the Director of Personnel within five (5) working days of the response on the immediate preceding step.

The Director of Personnel and AFSCME shall appoint a third party who will respond in writing within five (5) working days of the date of presentation at this step. This response will be final and binding on all parties.

The third party will be chosen by the County and the Union from a panel of five (5) hearing officers. In all grievances, which go to the final step, the hearing officers will be selected from the final names:

Jim Begin  
Jack Chernik  
Barry Stark  
Joan Weitzman  
William Weinberg

The parties shall first attempt to reach agreement on the above selected names for a hearing officer. In the event they cannot agree, then they shall choose by alternately striking names until one name is left. In the first such instance, the County shall strike first. After that, the Union shall be the first to strike, and so on, alternating the order of striking on each successive instance.

The grievant may be represented at this final step by the Shop Steward, Local Union President, or designee, and an AFSCME Council Representative.

Concluding Statements - Grievance Procedure

a. In the processing of a grievance, wherever the term 'response' is used, it is understood that such a response will be based upon a hearing.

b. Time limits at any steps may be extended by mutual agreement of the parties. Such an extension shall be without prejudice. If the third party Hearing Officer's decision exceeds the time frame, both the County and the Union will accept this delay without prejudice.

c. Any response made at any step which is not presented by the grievant to the next step within the five (5) days or within an extended time frame as may be mutually agreed upon in writing shall be considered a final settlement and such settlement shall be binding upon the grievant.

d. The Hearing Officer on each level will send, in a timely manner, a copy of the decision rendered as soon as it is available to all Union officials present, as well as the Local Union President, management, and grievant.

e. When there is a grievance where the parties mutually agree, such grievance may be initiated or moved to any step without being heard at a lower step.

f. The cost of the third party Hearing Officer shall be shared equally by the Union and the County.

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

h. The grievance procedure, as contained in this contract, shall be strictly adhered to: It is understood that the employee must sign his/her grievance. Grievances without employee's signature shall not be accepted or processed.

B. Minor Discipline: It is understood that minor disciplinary action means a suspension or time off for a period of one day or less but not to exceed five (5) days. It is understood that an employee may grieve any minor disciplinary action. Minor disciplinary action may include oral warning or reprimand, written warning or reprimand. Any employee who receives a letter of warning, reprimand or who is given disciplinary time off shall have a copy of the action taken, placed in his personnel file where it will be kept for a period of one (1) year providing that no recurring disciplinary action was taken against the employee in the same year. If there is a disciplinary action taken within the same year, the file shall be kept until such time that there is a period of one (1) year without disciplinary action at which time the record of discipline shall be removed from his file.

a. Employees are selected to fill CETA positions based on their qualifications, and the employees are expected to perform in a creditable manner. However, occasionally, a Supervisor may find it necessary to correct, suspend, or terminate an employee due to failure to conform with the established standards, conduct, or regulations. The immediate Supervisor will arrange a meeting with the employee and informally discuss the situation prior to commencing the disciplinary action. At each step of the procedure, employee must be advised of the following:

- (1) The situation, clearly stating all reasons
- (2) The corrective action needed

(3) The consequences in terms of future action that will be taken.

b. Minor disciplinary action taken against an employee shall be initiated within ten (10) working days of the alleged incident or within ten (10) working days of reasonable knowledge of its occurrence.

It is understood that an employee may grieve minor disciplinary action by the application of the grievance procedure provisions.

Step 1. Oral Warning: Given by the immediate Supervisor and clearly stating all the reasons for the warning. Notation is made in employee's personnel file including the employee's reaction to the warning.

Step 2. Written Warning: Given by the immediate Supervisor with agreement of the Division Head or next higher level of authority. The immediate Supervisor will arrange a meeting and provide the employee with a written warning notice. The notice shall clearly state all the reasons for the warning. The immediate Supervisor shall note the employee's reaction to the warning and both the Supervisor and the employee shall sign the form. The original of the form shall be given to the employee, and copies will be retained by the Supervisor, Division Head, Personnel and Staff Director.

Step 3. Suspension: By the Division Head based on recommendation of the immediate Supervisor with approval of the Staff Director.

(a) A one (1) to five (5) day suspension without pay will serve as a final warning to employee of the seriousness of the situation and that corrective action is needed by the employee if he/she is to continue employment.

(b) The Division Head shall suspend the employee in writing and shall send a copy of the letter of suspension to County Personne, Executive Director, and the Union President.

(c) The first day, if possible, but no later than the third day after the employee returns from the period of suspension, a meeting will be held with all involved parties.

The extreme seriousness of the situation will be discussed, corrective action clearly outlined and the consequences thereof, in terms of what future action will be taken.

Disciplinary action relating to minor offenses, examples: failure to follow work rules, horseplay, etc., will go through the minor discipline action from the beginning.

b. Tardiness (within one (1) calendar year)

Failure to conform with, and observe, punctual starting times will result in the following:

- |                         |                    |
|-------------------------|--------------------|
| 1. Oral warning         | -- ( 3rd instance) |
| 2. Oral warning         | -- ( 6th instance) |
| 3. Written warning      | -- ( 9th instance) |
| 4. Written warning      | -- (12th instance) |
| 5. Written warning      | -- (15th instance) |
| 6. One day suspension   | -- (18th instance) |
| 7. Two day suspension   | -- (21st instance) |
| 8. Three day suspension | -- (24th instance) |
| 9. Four day suspension  | -- (27th instance) |
| 10. Five day suspension | -- (30th instance) |



11. It is understood that excessive tardiness pertains to those instances of tardiness in excess of a five (5) minute grace period, in excess of three (3) working days in which the employee was tardy and without medical reasons or other just cause.

12. It is also understood that disciplinary action will be progressive and initiated when an employee is tardy on three (3) working days according to the above provisions.

c. Absenteeism (within one (1) calendar year)

1. Any unauthorized absence of an employee from work shall be on absence without leave and is cause for disciplinary action.

2. Chronic or excessive absenteeism shall be cause for disciplinary action.

3. It is understood that chronic or excessive absenteeism pertains to those employees who are absent without authorization, medical reasons, or other just cause.

4. It is also understood that the progressive disciplinary action proceed as follows:

- |                     |                          |
|---------------------|--------------------------|
| (1) Oral Warning    | (6) One Day Suspension   |
| (2) Oral Warning    | (7) Two Day Suspension   |
| (3) Written Warning | (8) Three Day Suspension |
| (4) Written Warning | (9) Four Day Suspension  |
| (5) Written Warning | (10) Five Day Suspension |

C. Major Discipline or Discharge: Such action may be initiated by the Executive Director or designee upon written recommendation of the Division Head.

In the event there is not a satisfactory and immediate improvement in conduct, attitude or performance, the Executive Director or designee shall meet with the employee and provide the employee with a notice of Major Discipline which shall state the case and clearly define the reasons for action.

A copy of the notice of major discipline shall be provided to Human Resources and Division Head.

Union Representation at this level may be requested by the employee in question.

(a) Any employee may be suspended or discharged only for just cause. Disciplinary action may warrant suspension without pay in excess of five (5) days or discharge.

Where it is proposed that an employee may be suspended without pay in excess of five (5) days or terminated, no such action may take place until the employee has first had a fair and impartial hearing. However, disciplinary action concerning major offenses may warrant discharge in extreme cases, if the offense is grossly detrimental to management's control of the work force or the work situation.

In major discipline the employee shall be notified in writing of the charge and specification giving rise to the proposed discipline within ten (10) working days of the alleged incident or ten (10) working days within reasonable knowledge of its occurrence.

(b) It is understood that the procedure for a third party hearing will be in the following manner:

(1) If the employee elects to appeal the major discipline, he may do so presenting his appeal in writing to the Director of Personnel within five (5) working days of the date of the notice of major disciplinary action. The Director of Personnel and AFSCME shall appoint a third party who will respond in writing within five (5) working days of the date of appeal. This response will be final and binding on all parties.

(2) The third party will be chosen by the County and the Union from a panel of five (5) Hearing Officers. The hearing officers will be selected from the following names:

Jim Begin  
Jack Chernik  
Barry Stark  
Joan Weitzman  
William Weinberg

The parties shall first attempt to reach agreement on the above selected names for a hearing officer. In the event they cannot agree, then they shall choose by alternately striking names until one (1)

name is left. In the first such instance, the County shall strike first. After that, the Union shall be the first to strike, and so on, alternating the order of striking on each successive instance.

(3) The employee may be represented at this final step by the Shop Steward, Local Union President, or designee and an AFSCME Council Representative.

(c) Any one of the following shall be cause for discharge although discharge may be made for just causes other than those listed:

1. Neglect of duty
2. Incompetency or inefficiency
3. Insubordination or serious breach of discipline
4. Intoxication while on duty
5. Chronic or excessive absenteeism
6. Conduct unbecoming an employee

(d) It is understood that the employee may appeal discharge for any cause in accordance with the provisions above for a fair and impartial third party hearing.

(e) Tardiness: If during the same calendar year, excessive tardiness continues subsequent to a five (5) day suspension, major disciplinary action according to the provisions of the contract will follow.

(f) Absenteeism: If, during the same calendar year, unauthorized leave continues subsequent to a five (5) day suspension, major disciplinary action according to the provisions of the contract will follow.

(g) Concluding Statements - Minor and Major Discipline

(1) In the processing of minor and major discipline wherever the term "response" is used, it is understood that such a response will be based upon a hearing.

(2) Time limits may be extended by mutual agreement of the parties. Such an extension shall be without prejudice.

(3) If the third party Hearing Officer's decision exceeds the time frame both the County and the Union will accept this delay without prejudice.

(4) The cost of the third party Hearing Officer shall be shared equally by the Union and the County.

(5) Provisions for minor and major discipline as contained in this contract shall be strictly adhered to: It is understood that the employee must sign his/her appeal.

(6) Appeals without employee's signature shall not be accepted or processed.

(7) Copies of the disciplinary action shall be given to the Union President.

(8) Union Representation at any disciplinary step may include the Shop Steward and Union President. Union representation at a major or minor discipline hearing may also include the AFSCME Council Representative.

VIII. RULES, REGULATIONS, AND CONSTRAINTS

A. Safety

a. The Employer agrees to take all possible measures for the safety and adequacy of all working areas and equipment provided for employment use.

b. The Employer will appoint a designated member of the Union to the Safety Committee.

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

d. Any unsafe or hazardous conditions that are reported to management by the Safety Committee should be corrected in a reasonable/timely manner.

B. Supremacy of Contract: County and M.C.C.E.T.A. and/or County Personnel Handbooks will remain in effect unless covered by this Agreement. If covered by this Agreement, the Agreement will take precedence. If the Agreement is silent on a particular item, the existing policy will be followed. Proposed new rules or modifications of existing rules covering working conditions shall be negotiated with the Union before they are established. The M.C.C.E.T.A. Personnel Policy Manual referred to herein consists of forty-four (44) pages, ending with Page 44L and the current manual has been initialed by the parties as of March 20, 1979.

C. Savings Clause: It is mutually understood and agreed that benefits currently enjoyed by employees shall remain in effect.

D. Rights and Privileges of the Bargaining Unit:

a. The Employer agrees to make available to the Union all public information concerning 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 or grievance procedure, he/she shall suffer no loss in pay.

c. The Union will have the use of bulletin boards to disseminate Union information.

d. The Employer agrees that employees who are duly authorized representatives of the Union shall be granted a leave of absence for an aggregate period not to exceed eight (8) paid and two (2) unpaid days in any calendar year for the purpose of traveling to and from and attending any State, District, or National Convention of Local 1437 Council #73/AFSCME, AFL-CIO. It is understood and agreed that these days are not cumulative and any unused leave are cancelled at the end of the year.

E. 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.

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 violation of rules and regulations, or other misconduct, subject to the right of the employee adversely affected to appeal through the grievance procedure as specified herein.

F. No Strike or Lock-Out: Neither the Union or the employee or the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike, lock-out or concerted work stoppage. 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 for the breach of the no-strike clause. The sole question shall be whether the employee has engaged in the prohibited activity.

G. Suspension of Provisions of Agreement: (a) If during the life of this Agreement there shall be in existence an applicable rule, regulations, or orders issued by Governmental Authority which shall render invalid any provision of this Agreement, such provision shall be immediately suspended and have no effect so long as rule, regulation, or order shall remain in effect.

(b) In the event that any of the provisions of the Agreement shall be held in violation of the State or any Federal law or regulation, such determination shall not in any way effect the remaining provisions of this Agreement.



(c) Total Close Down of Middlesex County Comprehensive Employment And Training Administration (C.E.T.A.):

1. It is understood and agreed that a total close down of Middlesex County C.E.T.A., as an organizational service program, will be recognized with a legal governmental declaration that as of the given date C.E.T.A. no longer will function as such and may be transferred to other titled service programs as federal funds may become available.

2. It is also understood and agreed that one (1) week (consisting of five (5) working days) per year) will be recognized as payable severance for a period of up to ten (10) years. For service after ten (10) years, two (2) work weeks (consisting of ten (10) work days per year) will be recognized as payable severance.

3. Employees with unused sick time will be eligible to receive payment for half ( $\frac{1}{2}$ ) of their unused sick days (up to a maximum of \$12,000.00) on lay-off due to a close down announcement stated herein or due to a lack of funding whichever may occur first.

4. Employees eligible for unused sick time or severance will be subject to the following exceptions: If any employee resigns or is terminated for other than total close down announcement or lay-off due to lack of funding, this employee will not be eligible or receive sick or severance payment.

5. It is further understood and agreed that any employee crossing over to a new title program of employment, or with any New Jersey governmental unit, within 30 days of the close down or lay-off due to lack of funding, where he may carry forward his unused sick leave, will not be eligible for sick or severance payments.

6. The Board of Chosen Freeholders reserve the right to complete all programs that they have committed to for this fiscal year and that all or any part of this Agreement be contingent upon approval of the Board of Chosen Freeholders and the United States Department of Labor.

(d) Cross Over Clause: It is understood and agreed that in the event of a total close down of Middlesex County Comprehensive Employment & Training Administration (C.E.T.A.), as a service organization, the following terms and conditions will be observed and applied on substitute employment and training programs that fall within the authority jurisdiction and approval by the Board of Chosen Freeholders.

1. It is understood and agreed that the employees of Middlesex County C.E.T.A., AFSCME, Local #1437 bargaining unit will be granted the right for application of employment into any new (substitute program) that may replace M.C.C.E.T.A. as a service and/or training program.

2. It is further understood and agreed that employees presently on staff, making application for new program employment, must be qualified and able to perform in positions applied for with the understanding that the number of employees, and the class of employees, will be subject to a final determination on qualification as made by M.C.C.E.T.A. management regarding the position as applied for by employees seeking cross-over employment.

3. Employees crossing over, and who are employed in new positions, will retain their seniority rights, layoff and recall rights, on an as needed basis as determined by management.

4. It is further understood and agreed that employees crossing over and employed in new substitute programs will be subject to all rules and regulations as mandated by new programs, organizational structure, and/or guidelines.

H. Computation or Typographical Errors: During the life of this contract, computation or typographical errors may be corrected from the date of occurrence.

I. Duration of Contract: It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1982 until December 31, 1982 and all provisions herein, unless otherwise provided, shall be retroactive as of January 1, 1982. All of the provisions of this Agreement shall remain in full force and effect until a successor bargaining agreement is negotiated.

This Agreement may be reopened for 1983 contract negotiations by either party upon notice in writing of at least sixty (60) days and no more than one hundred and twenty (120) days prior to December 31, 1982.

Within thirty (30) days of the signing of this contract, M.C.C.E.T.A. will furnish a copy of the contract to every current and every new employee.

J. SIGNATURE PAGE

COUNTY OF MIDDLESEX:

By Its Board of Chosen Freeholders

Attest:

Mary C. Hudson, Clerk of the Board

Stephen J. Capestro, Director

Local #1437, Council #73, AFSCME  
AFL-CIO

Representative

APPENDIX A

Employee titles represented by Local #1437

Administrative Coordinator	Monitor II
Administrative Receptionist	Office Assistant
Administrative Secretary	Principal Clerk Typist
Assistant Contract Auditor	Program Development Specialist
Assistant Payroll Supervisor	Property Management Specialist
Auditor	Records Clerk
Central Records Unit Specialist I	Senior Auditor
Central Records Unit Specialist II	Senior Job Developer
Data Processing Specialist	Senior Payroll Analyst
Grant Management Specialist	Technical Writer
Intake Interviewer	Tester
Job Developer	Timekeeper
Manpower Specialist II	Van Driver
Manpower Specialist III	Vocational Counselor
Maintenance	

APPENDIX B

1982 Holidays

Friday, January 1	New Year's Day
Friday, January 15	Martin Luther King's Birthday
Friday, February 12	Lincoln's Birthday
Monday, February 15	Washington's Birthday
Friday, April 9	Good Friday
Monday, May 31	Memorial Day
Monday, July 5	Independence Day
Monday, September 6	Labor Day
Monday, October 11	Columbus Day
Tuesday, November 2	General Election Day
Thursday, November 11	Veteran's Day
Thursday, November 25	Thanksgiving Day
Friday, November 26	Day following Thanksgiving Day
Friday, December 24	Day before Christmas
Friday, December 31	Day before New Year's Day

ADDENDUM to 1981 LABOR AGREEMENT

Between

County of Middlesex

and

C.E.T.A. Supervisors Local #3052 Council #73/AFSCME, AFL-CIO  
C.E.T.A. Professionals Local #1437 Council #73/AFSCME, AFL-CIO

May 27, 1981



**COUNTY OF MIDDLESEX**

DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS  
COUNTY ADMINISTRATION BUILDING  
1 JFK SQUARE  
NEW BRUNSWICK, NEW JERSEY 08903  
745-3090

WILLIAM O'LEARY  
Personnel Director

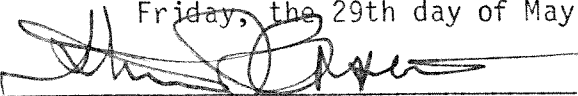
MEETING: THURSDAY, MAY 28, 1981

SUPPLEMENTAL AGREEMENT TO THE 1981 CONTRACT


COUNTY OF MIDDLESEX -and-

C.E.T.A. SUPERVISORS Local #3052 Council #73/AFSCME, AFL-CIO  
C.E.T.A. PROFESSIONALS Local #1437 Council #73/AFSCME, AFL-CIO


The undersigned, representing Negotiating Committee, has stated to the County Representative, Henry H. Orszulski, Labor Relations Specialist, that a Union Membership Meeting was held on the above date, and the membership ratified the present and future layoff and salary conditions as stipulated per the attached, this day of Friday, the 29th day of May, 1981.


  
Stephen J. Capestro, Freeholder Director

  
T. McDougald, President, Local #1437

  
Mary C. Hudson, Clerk of the Board

  
D. Barron, CETA, Local #3052

  
F. Antonini, CETA, Local #3052

  
Harold Adams, Council #73/AFSCME, AFL-CIO

7/11  
T. McD.





**COUNTY OF MIDDLESEX**

DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS  
COUNTY ADMINISTRATION BUILDING  
1 JFK SQUARE  
NEW BRUNSWICK, NEW JERSEY 08903  
745-3090

WILLIAM O'LEARY  
Personnel Director

MEETING: A.F.S.C.M.E. and MIDDLESEX COUNTY (PERSONNEL & CETA)

Wednesday, May 27, 1981

Present: Delores Barron - CETA, Local #3052  
Frank J. Antonini - CETA, Local #3052  
Tommy McDougald - President, Local #1437  
Suzanne Abdalla - CETA Management  
A. Roy Kirkley, Jr. - CETA Management  
Henry H. Orszulski - Labor Relations Specialist (Personnel)  
Louis A. Foleno - Special Assignment to Personnel Director

PRESENTED FOR UNION APPROVAL

1. Retain salaries of the six (6) employees via new job description.  
(A-23 Senior 2)
  2. Post other six (6) positions (A-24 Senior 1).
  3. If any employee in #1 category above gets via bid A-24, no promotional increase in salary if it should exceed maximum.
  4. Any one not in #1 above will get usual promotional increase.
  5. Red lining to be written in if ratified.
  6. No grievances resulting from 1-5 above actions.
  7. Documentation from Union on all of these actions relating to approval.
- 

*OK*  
*Time D.*  
*W.D. Ha.*

May 27, 1981

EMPLOYEES RE: No. 1 CATEGORY

		Bumped to
R. VANDERSCHAFF	\$28,675	(A-20) \$10,994-\$20,222
F. ANTONINI	\$27,802	(A-20) " "
D. BARRON	\$24,767	(A-20) " "
V. TRULY	\$22,546	(A-20) " "
J. RIVERA	\$17,840	(A-11) \$7,086-\$13,034
B. BURT	\$14,182	(A-11) " "

Ranges: Senior 1 (A-24) \$13,363 - \$24,583 new  
Senior 2 (A-23) \$12,727 - \$23,413 new

sem

cc: Freeholder David B. Crabiel  
William E. Nolan, Executive Director CETA  
John T. McHugh, County Administrator  
John J. Hoagland, County Counsel  
A. R. Kirkley, Jr., Acting Director, CETA  
William E. O'Leary, Personnel Director  
Labor Relations

T. Mc P.

SB Ha

May 27, 1981

SUPPLEMENTAL AGREEMENT TO THE 1981 CONTRACT

COUNTY OF MIDDLESEX -and-

C.E.T.A. SUPERVISORS Local #3052 Council #73/AFSCME, AFL-CIO

C.E.T.A. PROFESSIONALS Local #1437 Council #73/AFSCME, AFL-CIO

Effective on the date of signing of this Agreement, employees moving downward in job classifications will retain their present salaries subject to the following salary conditions:

It is agreed and understood that increases will be limited to the amount that enables an employee to reach the maximum of his/her range, or the negotiated wage increase, not to exceed the maximum of the range.

For employees below the new maximums, their wages will be adjusted to reflect the newly negotiated wage increase up to but not to exceed the maximum of their ranges, for the contract years 1982-1983-1984.

It is further agreed to and understood, that the employees moving down to lesser ranges, whose salaries exceed the maximums of the lesser range, will not participate or receive the negotiated wage increases until such time that the employees in the lesser ranges reach the maximums of their range.

However, this maximum application of salary movement shall be limited to a period of not more than three (3) years, as noted above, after which the N.W.I. adjustments shall be applied to the salaries of the affected employees as named per the attached.

It is further agreed to and understood that all employees moving to the new range classifications, upward or downward, with their current salaries due to future layoffs, will be subject to the bumping procedure, seniority, qualification, and determination in accord with the provisions of the contract.


*Handwritten initials:*  
C. J. H.  
T. M. L.

J. SIGNATURE PAGE

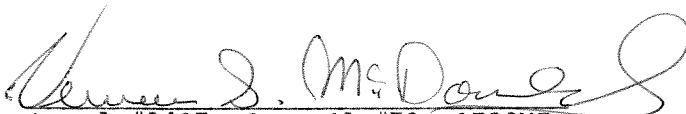
COUNTY OF MIDDLESEX:


By Its Board of Chosen Freeholders

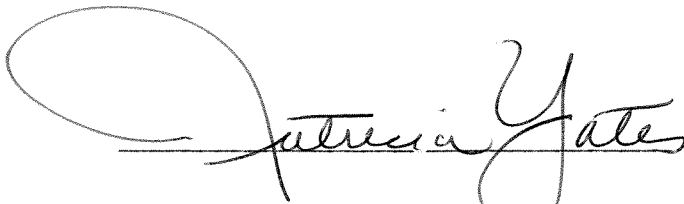
Attest:

  
Marie J. MacWilliam, Assistant Clerk

  
Stephen J. Capestro, Director

  
Local #1437, Council #73, AFSCME  
AFL-CIO

  
Representative

  
Patricia Yates  
Harriet Barton  
Frank Antonino  
Attest  
att.

AUTHORIZE 1982 LABOR AGREEMENT WITH LOCAL 1437, COUNCIL #73/AFSCME  
AFL - CIO RE: CETA PROFESSIONALS AND CLERICALS

WHEREAS, the local 1437 Council #73/AFSCME (American Federation of State and Municipal Employees) AFL-CIO is the exclusive bargaining agent for the CETA Professionals and Clericals; and

WHEREAS, said Local 1437 Council #73/AFSCME AFL-CIO and Representatives of the County of Middlesex have completed Labor Negotiations pursuant to N.J.S.A. 34:13A-1 et seq.; and

WHEREAS, agreement concerning certain terms of employment has been reached between Representatives of the County of Middlesex and the Representatives of Local 1437 Council #73/AFSCME AFL-CIO, which Labor Agreement is attached hereto and is effective from January 1, 1982 to December 31, 1982 and amends the previous contract between said parties; and

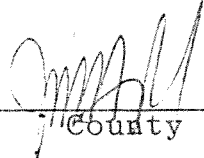
BE IT FURTHER RESOLVED that this resolution shall take effect immediately and be retroactive to January 1, 1982; and

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the County Personnel Director, County Treasurer, County Comptroller, County Administrator and the New Jersey Department of Civil Service.

\_\_\_\_\_  
DAVID B. CRABIEL, CHAIRMAN  
DEPT. OF FINANCE & ADMINISTRATIVE SERVICES

DATED: March 18, 1982

Approved as to form and legality: \_\_\_\_\_

  
\_\_\_\_\_  
County Counsel