

A G R E E M E N T

Between

Middlesex County Board of Chosen Freeholders

C O U N T Y O F M I D D L E S E X

And

MIDDLESEX COUNTY HEALTH INSPECTORS ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations
JUL 14 1983
RUTGERS UNIVERSITY

X January 1, 1983 - December 31, 1983

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THIS AGREEMENT made this 7th day of July 1983, between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders, (hereinafter referred to as the Employer) and Middlesex County Health Inspectors Association, (hereinafter referred to as the Association).

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

WHEREAS, the Association and the Employer have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to Law:

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

I. RECOGNITION

The Employer hereby recognizes the Association as the sole and exclusive bargaining agent for Middlesex County Sanitary Inspectors, excluding Senior, Principal and Chief Sanitary Inspectors.

II. ASSOCIATION REPRESENTATIVES

The Association shall have the right to designate such members of the Association as it deems necessary as Association representatives and they shall not be discriminated against due to their legitimate Association activities. When these representatives are mutually scheduled by the parties to participate during scheduled work hours in negotiations or grievance procedures they shall suffer no loss in pay.

III. WAGES

Effective January 1, 1983, all eligible employees covered by this agreement will be paid in accordance with the County Wage Submittal dated April 26, 1983 covering wages from January 1, 1983 to December 31, 1983.

A. WAGE INCREASE ELIGIBILITY - All employees in this bargaining unit being carried on the County payroll, or on approved leaves of absence will receive the wage increase negotiated in the following manner and with the following exceptions:

1. Employees hired in 1981 and thereafter will receive a pro-rata share of the Negotiated Wage Increase 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 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 this Negotiated Wage Increase.

2. It is agreed that the wage increase will be limited to that amount which enables an employee to reach the maximum of his/her range or the negotiated wage increase.

B. <u>Salary Range:</u>	<u>1983</u>
Sanitary Inspector	\$14,733 - \$20,731
Authorized hiring rate - Minimum of the Range	

C. PROMOTIONS: Any employee promoted by Civil Service Certification or provisional appointment will receive a 4% increase on his/her annual base salary at the time of appointment. If the 4% does not equal the minimum of the new salary range, he/she will receive the minimum of the new range.

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

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

It is understood and agreed that the absorption by the County of Sanitary Inspectors from a Municipality or from a Regional Health District will be with their salary within the range of the County.

Newly hired Sanitary Inspectors with a license will start at the authorized hiring rate, \$14,733.

E. OVERTIME: All hours worked in excess of thirty-five (35) will be paid at the rate of time and one-half. When possible and insofar as is practicable, twenty four (24) hour notice will be given to an employee when requesting him/her to work overtime. Overtime will be distributed equitably based on seniority with the exception of an emergency.

1. Board of Health meetings will be paid for by compensatory time as per past practice.

2. Effective January 1, 1980, Sanitary Inspectors working overtime who have been absent from work during their normal work week because of illness shall be paid the overtime applicable rates for the hours worked. However, it is understood that not more than one day of absence due to illness be used for overtime computation during the work week.

3. It is further understood and agreed that a doctor's certificate will be required for the certification of illness for the day of absence in order to meet the overtime qualification, as per Civil Service Rules 4:1-17.18 Verification of Sick Leave.

4. The employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and shall notify the Director or his designee in writing of his decision (with the exception of Article III-E-1).

5. The following rules shall apply to compensatory time accumulation and its use.

- (a) At no time shall the compensatory time bank exceed (35) thirty-five hours.
- (b) Time shall be used in (7) seven hour blocks whenever possible.
- (c) All compensatory time shall be attempted to be taken within (180) one-hundred eighty working days of the date earned, subject to extension by the Director or his designee.
- (d) Compensatory time taken by the employee shall be on request and is subject to the Director's or his designee's approval.
- (e) Any time worked beyond the regularly scheduled work week which exceeds the (35) thirty-five hour compensatory time bank must be paid at the rate of time and one-half of the regular hourly rate.
- (f) Employees covered under the terms of this agreement shall be entitled, upon retirement, layoff, dismissal, or resignation, full compensation at the current hourly rate for unused accumulated compensatory time.

F. HOURS WORKED DEFINED: Hours worked includes all time an employee is required to be on duty or on the employer's premises, or at a prescribed work place and all time during which he is suffered or permitted to work.

IV. DUES - CHECK OFF

Upon presentation to the Employer of a dues check-off card signed by individual employees, the Employer will deduct from such employee's 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.

REPRESENTATION FEE IN LIEU OF DUES

(A) If an employee covered by this Agreement does not become a member of the Union 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 Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

(B) Prior to the beginning of each membership year, the Union will notify the County in writing of the amount of the regular membership dues charged by the Union 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 Union will submit to the County a list of those employees who have not become members of the Union 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 Union.

(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) If an employee who is required to pay a representation fee terminates his or her employment with the County before the Union has received the full amount of the representation fee to which it is entitled under this Article, the County will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

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

(G) The Union 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.

(H) The Union 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. 34:13:A-5.4, as amended. The demand and return systems 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 Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13:A-5.4, as amended.

This Article (Representation Fee in Lieu of Dues) becomes effective upon the execution of this Agreement.

V. LONGEVITY

In accordance with the longevity resolution as amended by the Board of Chosen Freeholders, all eligible employees are entitled to receive longevity based upon their base salary as of December 31st of the previous year (maximum base \$22,000) starting with the completion of the 8th year of service as follows:

9 through 15 years of service	= 2%
16 through 20 years of service	= 4%
21 years and over	= 6%

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

VI. MEDICAL BENEFITS

All full-time and eligible part-time employees and employees' eligible family (as defined by Blue Cross-Blue Shield) shall be covered by Blue Cross-Blue Shield, and Rider J. or equivalent, at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured upon a prior notice to the employee organization so long as equivalent coverage is provided.

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

A. PAYMENT OF BLUE CROSS-BLUE SHIELD PREMIUMS FOR RETIREES

Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally administered retirement system, the payment of Blue Cross-Blue Shield, Major Medical, and Rider J premiums. This policy is as set forth in resolution #1596 authorizing these payments adopted by the Employer on December 31, 1978.

B. DRUG PRESCRIPTION PROGRAM: 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.

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

Eye Examination - \$20.00

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

This program is as set forth by resolution authorizing these payments adopted by the Board of Chosen Freeholders on March 20, 1980 and as amended.

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

D. DENTAL PLAN: All full-time and eligible part-time employees shall be covered by the Great-West Life Assurance Company Dental Plan, or a similar plan, at the employer's expense.

VII. HOLIDAYS

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

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

When these holidays conflict with the work schedule, they may be taken as compensatory time.

Employees ordered to work by the Director or his designee on Thanksgiving day, Christmas day, or New Year's day will be paid their regular days plus an additional rate of double time pay for the hours worked.

No vacation leave or personal days shall be granted without the express approval of the Director or his designee immediately before or after any holiday period.

VIII. 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) working days next following the day of death. The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) days.

IX. PERSONAL DAYS

All employees shall have four (4) personal days for any personal purpose. Personal days may not be carried over to the following year. Personal days may be taken on separate days or consecutively; however, the employee should, whenever possible give the employer one (1) day notice for each personal day to be taken. New employees shall accrue one (1) personal day at the end of each third month of employment and severance pay shall be calculated considering personal days on the basis of one accrued personal day per third month of employment completed in the year said employment is terminated.

X. VACATIONS

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

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

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

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

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

Vacation time accumulation will be based on the Civil Service Ruling now in effect.

XI. SICK LEAVE

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

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

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

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

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation, which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave. However, all of the requirements of N.J.S.A. 34:15-1 shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County of Middlesex.

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

XII. 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 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. DAMAGE TO PERSONAL PROPERTY

If, in the performance of duty, an employee covered under the terms and conditions of this Agreement, suffers substantial damage to any authorized personal property, he/she will be reimbursed on a reasonable replacement cost on a fair wear and tear basis, provided said loss was not intentionally caused by said employee. Proof of damage will be provided and substantiated by the employee. Each incident will be judged on its own merit by the Director or his designee.

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 cents (\$.20) per mile for the mileage travelled.

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. ADHERENCE TO CIVIL SERVICE RULES

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

XVI. GRIEVANCE PROCEDURES

Definition: A grievance is any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment.

Step 1. The employee shall present the grievance or dispute to the Assistant Public Health Coordinator, in writing, within fifteen (15) working days of its occurrence. The Coordinator shall attempt to adjust the matter and shall respond, in writing, with five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented within five (5) working days in writing by the Association Representative to the Director of Health and Social Services, after the Coordinator's response is due. The Director shall respond to the Association Representative in writing within five (5) working days.

Step 3. If the grievance still remains unadjusted to the satisfaction of the grieved or unanswered by the Director of Health and Social Services, it shall be presented by the Association Representative to the County Personnel Director, in writing, seven (7) working days after the response of the Director of Health and Social Services is due. The Personnel Director shall respond within ten (10) working days in writing to the Association Representative.

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.

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

ARBITRATION: Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Employer and the employees. If the Employer and the employees cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement, such rules and regulations as may be in effect by the 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 Association. The party requesting a transcript shall bear the cost for such. Time extensions may be mutually agreed to by the Employer and the employees.

XVII. PERSONNEL FILES

Employees shall have the right to inspect and review their own individual personnel files upon request to the Personnel Director. 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, to anything found in his personnel file. This writing shall become a part of the employee's personnel file.

In cases where disciplinary or negative action against an employee is to be placed in his/her personnel file, a copy of such action shall be made available to the concerned employee and he/she shall be given the opportunity of rebuttal in writing. This rebuttal shall become a part of the employee's personnel file.

All documents pertaining to any formal disciplinary charge made against an employee shall be removed from the employees personnel file if the employee is found not guilty.

It is understood and agreed that all documents pertaining to Major disciplinary actions will become a permanent record in an employees personnel file.

It is further understood and agreed that all documents pertaining to Minor disciplinary actions will be expunged 12 months after placement in the Personnel File, provided that during the 12 month period there has been no reoccurrence of the like offense.

XVII. SAVINGS CLAUSE

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

XIX. 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.

XX. NO STRIKE OR LOCK-OUT

Neither the Association nor the employee or the employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out or any other intentions of interruption of work. In the event that any person violates the terms of the no-strike clause, the public employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

XXI. DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 1983 until December 31, 1983 and all provisions therein, unless otherwise provided, shall be retroactive as of January 1, 1983. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining agreement is negotiated.

COUNTY OF MIDDLESEX
By Its Board of Chosen Freeholders

ATTEST


Marie J. MacWilliam, Clerk


Stephen J. Capestro, Director


ASSOCIATION REPRESENTATIVE


PRESIDENT MIDDLESEX COUNTY HEALTH
INSPECTORS ASSOCIATION