

AGREEMENT BETWEEN

COUNTY OF MIDDLESEX COUNTY AND

C.W.A. – AFL-CIO

**(HEALTH INSPECTORS-MIDDLESEX COUNTY PUBLIC HEALTH
DEPARTMENT)**

JANUARY 1, 2009– DECEMBER 31, 2012

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ARTICLE 1

PREAMBLE

THIS AGREEMENT made this 6th day of May 2010 between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter referred to as the Employer) and C.W.A.-AFL-CIO (Middlesex County Health Inspectors Association, Middlesex County Health Department) hereinafter referred to as the “Union” WHEREAS, the Union has been selected as the exclusive bargaining agent by the employees hereinafter to be defined, in accordance with Chapter 303 of the Laws of 1968, and WHEREAS, the 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;

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.

ARTICLE 2

RECOGNITION

The Employer hereby recognized the Union as the sole and exclusive agent for all personnel employed by Middlesex County as a Middlesex County Sanitary Inspector, excluding Chief Sanitary Inspectors.

ARTICLE 3

MANAGEMENT RIGHTS

A. Middlesex County hereby reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, without limitation the following: The executive, management and administrative control of the County Government and its properties, facilities and activities of its employees utilizing personnel methods in the most appropriate and efficient manner possible as may be determined by the County, to make rules of conduct, to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular assignment or task and to be in sole charge of the quality and quantity of work required; to hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions with the County subject to Department of Personnel Rules.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the County, it shall adopt policies, rules, regulations, and practices and use its judgment and discretion in connection therewith to be limited only by the specific and expressed terms hereof in conformity with all applicable laws of this State and the United States.

C. The County agrees to apply all rules and regulations promulgated by the New Jersey State Department of Personnel concerning any matter not specifically covered by this Agreement.

ARTICLE 4

MAINTENANCE OF WORK OPERATIONS

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

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any of all such activity by any Union member shall entitle the County to seek all appropriate disciplinary remedies and such other action permitted by law.

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

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

E. The County agrees not to lock-out its employees.

ARTICLE 5
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed to limiting the right of any employee having a grievance to discuss or resolve the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article. The local Union President or designee, steward or Council #73 shall be recognized as the representative for presenting an employee grievance from initial filing to conclusion of the grievance in accordance with the following procedure:

C. With regard to employee, the term “grievance” as used herein means an appeal by an individual employee or group of employees, from the interpretation, application, or violation of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Union shall present the employee grievance or dispute to the Management Specialist or designee within fifteen (15) working days of its occurrence, or within fifteen (15) working days after the employee knew or should have known of its occurrence. Failure to act within said time period shall be deemed to constitute an abandonment of grievance. The supervisor should respond in writing within five (5) working days.

Step Two: If the grievance has not been settled, it shall be presented in writing by the Union to the Department Head within five (5) working days after the supervisor's response is due in Step One. The Department Head or designated representative shall attempt to adjust the matter and shall respond to the Union in writing within five (5) working days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the applicable Section of the contract violated, and the remedy requested by the grievant.

Step Three: If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Personnel Director or designee within six (6) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Personnel Director or designee agrees to meet if requested in writing within ten (10) working days of the request. The Personnel Director or designee shall respond in writing to the grievance within ten (10) working days of the submission or meeting, whichever is later.

Step Four: If the Union wishes to appeal the decision of the Personnel Director, such appeal shall be made within no more than thirty (30) calendar days from the Personnel Director's decision by filing a request for arbitration through PERC.

1. Specific Issue Arbitration

It is agreed to that either the Union or the County may petition for a binding principle decision on the specific issue through the Arbitrator, which shall be a final and binding decision on the specific issue addressed. The cost of the Arbitrator's fee shall be shared equally by the Employer and the Union. Any other expenses incurred shall be paid by the party incurring same. The decision of the Arbitrator shall be in writing with reasons set forth, time extensions may be mutually agreed to by the Employer and the Union.

2. Procedures

- a. The parties direct the arbitrator to decide as a preliminary question whether he has

jurisdiction to hear and decide the matter in dispute.

b. Only one grievance at a time may be submitted to arbitration under Section 1.

c. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to the Arbitrator or selected for the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter, in any way, the provisions of this Agreement or any amendment or supplement thereto.

E. Upon prior notice and authorization of the Personnel Director, the designated Union Representative shall be permitted to confer with employees and the County on a specific written grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County.

F. The time limits expressed herein shall be strictly adhered to. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort will be made to expedite the processing of the grievance. Failure to move a grievance to the next step will be considered a withdrawal of the grievance. The Employer's failure to respond to a grievance shall be considered a denial of the grievance at that step. Nothing herein shall prevent the parties from mutually agreeing to extend or lessen the time limits for the grievance at any step in the grievance procedure.

G. Employee grievances shall be presented on the existing approved grievance forms.

H. It is understood that the grievant or union representative must sign their individual grievances. Grievances without an employee's signature shall not be accepted or processed.

I. A group or policy grievance shall be directly submitted at the Step Three level to the Personnel Director or a designee.

ARTICLE 6
SALARIES AND LONGEVITY

A. Longevity

1. All employees carried on the County payroll as of December 31 of a calendar year covered by this contract shall be entitled to longevity payments as follows based upon their salary as of December 31st of the previous calendar year before Negotiated Wage Increases are applied:

- a. Upon completion of 8 years of service and less than 15 years 4% of base salary.
 - b. Upon completion of 15 years of service and less than 20 years 6% of base salary.
 - c. Upon completion of 20 years of service and thereafter 8% of base salary.
4. Longevity payments shall not be payable on that portion of the base salary that exceeds \$30,000 per annum.

B. **Work Assignment in Higher Title.**

Any Sanitary Inspector (REHS) who is assigned to work in a higher title by a Department Head or their designee shall **in 2009** be paid an additional seventy-five cents (\$.75) per hour over his/her existing salary, **and effective 1/1/10 the rate shall be raised by \$.25 per hour to \$1.00 per hour**, or the minimum hourly compensation of the higher title, whichever greater, for each hour worked in the higher title. Providing there is an eligible departmental list available for a vacancy selection an employee may not continue in a higher title for a period exceeding three (3) continuous weeks, with the following exceptions: such work in a higher title is because another employee is on sick leave, vacation leave, or leave of absence. Any other unforeseen circumstance requiring additional time shall be discussed with the Union President or a designee. The Union President or a designee shall not unreasonably withhold approval of additional time.

C. **Annual Salary Increases**

1. Eligibility

a. Annual salary increases provided for herein shall be effective on January 1, of each calendar year covered by this Agreement and shall be calculated based on an employee's base salary as of December 31, of the previous year.

b. All employees in the bargaining unit on the County payroll as of January 1, of each year shall receive the wage increase described below except any employee on leave of absence shall to receive such increase until their return to active services and commencing from such return.

c. Employees who sever employment with the County prior to the execution of this Agreement will not be included in the wage increase, with the exception of retirees or deceased employees, in which case payment will be made to their estate.

2. Job Title and Salary Range The Parties recognize by virtue of legislation previous department titles are now consolidated in one title "Registered Environmental Health Specialist", or such modification thereof as may be subsequently approved by the New Jersey Department of Personnel, the agreed salary range for this title shall be \$42,000 - \$82,123 for 2009 and 2010, and for 2011 and 2012 shall be \$43,000.00 - \$90,087.00

3. a. Senior Inspectors: All unit members with more than eight (8) years of service as a Middlesex County Sanitary Inspector shall be designated as a house Senior Sanitary Inspector, without any supervisory power **and shall be entitled to a 6% increase in their annual base salary effective upon the anniversary of their ninth year of County services as a Middlesex County Sanitary Inspector..**

b. Principal Inspector. **Effective January 1, 2012, and prospectively only, unit members who have more than 15 years of active service as a Middlesex County Sanitary Inspector shall be designated as a house Principal Inspector, without any supervisory power, and those unit members who become Principal Inspectors whose annual base salary as of January 1, 2012, after computation of their negotiated wage increase (i.e., 3.75%) and performance incentive (\$500.00) (if earned), is below \$90,000.00, shall be entitled to a 2% increase in their annual base salary on January 1, 2012, if they already have more than 15 years of active service as a Middlesex County Sanitary Inspector by that date, or upon the anniversary of their 16th year of active County service as a Middlesex County Sanitary Inspector, if this occurs after January 1, 2012. Unit members whose years of active service qualify them to be designated as a house Principal Inspector, but whose annual base salary as of January 1, 2012 exceeds \$90,000.00 are not entitled to this 2% increase.**

The phrase "active County service" excludes all unauthorized leaves and all other periods of unpaid leave except for federal FMLA and state FLA leave or other unpaid leave that as a matter of federal or state law must be counted toward an employee's seniority.

For sanitary inspectors who have been absorbed into the County Health Department from a municipality, their years of active service as a Sanitary Inspector in their municipal health department shall count toward their years of active service as a Middlesex County Sanitary Inspector.

4. Calculation of Contract Increment

(a) The Parties agree that the annual increment for 2010, 2011 and 2012 as provided for in paragraph C, 5 of the Article shall be calculated on their annual base salary as of December 31 of the immediately preceding calendar year respectively, and performance incentives for 2010, 2011 and 2012 shall be calculated as provided in paragraph D below.

5. Negotiated Wage Increase

a. Each employee as specified in Article 6, Section C, Subsection 1, shall be subject to this Agreement and shall receive the following annual increases in the manner previously described:.

2009-- 0%
2010 - 2%
2011 - 3%
2012 - 3.75%

b. The maximum of the salary range for the employees of this bargaining unit shall be increased each year of the contract by the N.W.I., **and** performance evaluation payment. The minimum starting salary for new hires shall be set at and shall remain at \$42,000 per year, without any increase **for 2009 and 2010, and shall increase to \$43,000 per year in 2011 and 2012.**

D. Performance Evaluation

The parties shall continue their performance evaluation policy in place as of December 31, 2001, to be referred to hereafter as "Performance Evaluation". Any change, improvement or amendment of such policy shall be made only after negotiation and agreement of the parties.

1. All performance evaluations shall have prospective application based upon the previous year's 12 month evaluation and shall be payable in the first full pay period of the following calendar year and calculated as base salary.

Performance evaluation schedule is as follows:

<u>Evaluation Period</u>	<u>Payment Period</u>
October 2008 – October 2009* (*Employee must have been hired by December 31, 2007)	0%
October 2009 – October 2010* (*Employee must have been hired by December 31, 2008)	\$400.00 added to base salary on January 1, 2010
October 2010 – October 2011* (*Employee must have been hired by December 31, 2009).	\$500.00 added to base salary on January 1, 2011
October 2011 – October 2012* (*Employee must have been hired by December 31, 2010).	\$500.00 added to base salary on January 1, 2012

(b) In the event an employee is on authorized leave during the rating period, they shall be rated as soon as practicable after their return to active employment and any performance evaluation increase shall be pro-rated upon the completion of the evaluation process.

(c) In the event an employee does not receive a favorable performance rating for a given year when done they shall forego the increase in the calendar year following such rating.

(d) Performance evaluation **increases to base annual salary** increases for the term of the contract shall be **2009- \$0.00, 2010 - \$400.00, 2011 – \$500.00 and 2012 - \$500.00.**

E. Compensatory Time

1. Compensatory time shall not be permitted to accrue beyond a maximum of fifty (50) hours.

2. Compensatory time shall be utilized in seven (7) hour block where possible with exceptions to be made only with the approval of the department head which shall not be unreasonably withheld.

3. All compensatory time must be utilized within one calendar year of the date earned, unless extended by approval of the department head.

4. Compensatory time utilization shall require approval of the department head.

5. Compensatory time in excess of fifty (50) banked hours shall be paid at contract overtime rates. This provision is prospective from Freeholder approval of this contract.

6. Upon separation from County service an employee shall be paid for this accumulated compensatory time at the hourly rate as the time of such separation.

7. **Parity Provision**

The County agrees to extend any voluntary salary agreement (wages only) in excess of that agreed to by C.W.A. (based on increases on base during a contract year) to include Middlesex

County Health Inspectors. This clause specifically excludes arbitration awards, settlements which are Court ordered, or settlements which are not approved by the Board of Freeholders.

ARTICLE 7

HOURS OF WORK AND OVERTIME

A. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted by management on the time report along with the amount of overtime (time-in-time-out) and certified by the Department Head.

B. Effective from approval of this Agreement by the Board of Chosen Freeholders by formal Resolution of the Board, overtime will be calculated on a weekly rather than daily basis and will be computed only on time actually worked and paid contract holidays, paid vacation days, paid bereavement days, and paid work injury leave days. It shall exclude paid sick time, paid personal time, and paid compensatory time. Time-and-a-half will begin after the 40th hour for 40-hour per week employees and after the 35th hour for 35-hour per week employees. All members of this bargaining unit are thirty-five (35) hour employees. **Other specific pay provisions in this contract for an elevated rate of pay to actually work, such as for a holiday, or to come in early, or to come back after leaving upon completing one's scheduled work day, or to come in for an emergency, shall remain in effect as set forth in this Agreement.** Ordinary work hours for this unit is 8:30 a.m. to 4:15 p.m. **The overtime provisions in paragraphs B, C, D and E of Article 7, in the immediately preceding expired contract shall continue in effect up to approval of this Agreement by the Board of Chosen Freeholders by formal Resolution of the Board, after which time they shall expire and the provisions in paragraphs B, C, D and E herein shall take effect and continue from then onward.**

C. Employee shall be paid at a rate of time and one-half (1-1/2) in pay when an employee works a sixth consecutive day except when employee, after being scheduled to work the sixth consecutive day, **takes paid leave or unpaid leave** during the five days immediately prior to the sixth consecutive day **or seventh consecutive day**. Employee shall be paid at a rate of time and one half for the first four (4) hours actually worked during a seventh consecutive day **actually worked**. After employee actually works the second four (4) hours during the seventh consecutive day, he shall be paid double (2) time for the second four (4) hours of work during the seventh consecutive day actually worked.

D. On Call Pay

Assignment of on call pay shall be \$200.00 per week. Such assignments shall be pursuant to Section I below. **Effective from approval of this Agreement by the Board of Chosen Freeholders by formal Resolution of the Board, on-call pay for the weeks containing the contract holidays shall be \$250.00 per week prospectively from approval of this Agreement by the Board of Chosen Freeholders. The standard County payroll work week runs from Sunday to Saturday, which period shall be used for determining eligibility for on-call holiday week pay.**

E. Call Back Time

If an employee is called back to work, these rules will apply:

- 1. If an employee is called in or back to work by any Department Head or his/her designee, non-contiguous with his or her regularly scheduled work day, except as is set forth below, the employee shall receive pay at the rate of time and one-half (1-1/2) for the actual time worked. Time is calculated from the time the employee reports to the job. An employee is entitled to only one call-out payment for every four (4) hour period.**
- 2. If the “call in” occurs on a holiday, the employee shall receive a minimum of four (4) hours pay at the applicable holiday rate of pay, regardless of the actual time worked.**
- 3. Employees who are called and report in to work for a period of up to four (4) hours prior to the commencement of their normal shift shall be paid time and one-half (1-1/2) for the time actually worked and are not be entitled to a minimum of four (4) hours pay unless they actually work for four hours.**
- 4. For call back to work after completing and leaving work on a regular weekday (i.e., not a weekday celebrated as a contract holiday by the County) that begins at anytime greater than 4 hours prior to an employee’s next scheduled regular workday, or for a call in on Saturday or a Sunday, the employee shall be entitled to be paid at the rate of time and one half for a minimum of 4 hours time provided that the employee has actually worked 35 hours for their regularly scheduled work week, which computation shall not include call back time or call in time outside of their regularly scheduled work day, but shall include contract holiday leave time of 7 hours if an employee’s on call week includes a paid contract holiday day off. Their regularly scheduled work week shall be computed as all time regularly scheduled to be worked between Monday through Friday, with the 7 days of a week being computed from Sunday through Saturday.**
- 5. If the foregoing amount of hours actually worked Monday through Friday, including 7 hours of contract holiday leave time in the 5 day period Monday through Friday does not amount to 35 hours, or if an employee is called back to work anytime less than 4 hours**

prior to the regularly scheduled commencement of the employee's scheduled work day, then the employee shall be paid at time and one half for being called back or being called in on a weekend, but shall not be entitled to the minimum of 4 hours pay for such call back or call in.

6. Since being on call for "a week" presently runs from Friday to Friday in the Department, and this straddles 2 work weeks, if an employee has not actually worked 35 hours for the Monday through Friday, plus any contract holiday leave time in that week, immediately leading up to being on call, then the employee would only be entitled to being paid at time and one half for actual time worked if called back to work while on call during the Saturday through Sunday 7 day period, or for being called in on the Saturday of that week.

7. If the employee puts in 35 hours of actual work, plus any contract holiday leave time, in their work week of Sunday through Saturday, and the employee is called in on Sunday at the commencement of that week, or is called back on a day between Monday through Friday of that week more than 4 hours prior to the commencement of their regularly scheduled workday, then the employee would be entitled to be paid for a minimum of 4 hours time at the rate of time and one half, but if they are called in 4 hours or less prior to the commencement of their regularly scheduled work day, then they shall be entitled to be paid at time and one half for the time actually worked and not for a minimum of 4 hours.

8. It is further agreed to and understood that any employee working a period connected with his/her normal shift will revert back to a straight-time pay at the start of their normal shift, unless at that time they have actually worked up to that point (including paid contract holiday pay) in excess of 35 hours for their work week.

9. The provisions of this paragraph will not apply to actual work during snow emergencies.

10. It is further agreed to and understood that there will be no lapping-over of call back time from one period to another. Each period of four (4) hours will constitute a call back to work.

F. Breaks. Each employee shall be entitled to one (1) fifteen (15) minute break for each half-day period of work (morning and afternoon). Equivalent periods for shift work shall be also considered half-day periods of work.

G. Comp. Time An employee may request to receive compensatory time for overtime hours worked in lieu of overtime compensation. Compensatory time shall be computed on the same basis as overtime or holiday compensation (example: If an employee is entitled to one and one-half times in pay, then the compensatory time off shall equal one and one-half times the number of overtime hours worked). However, the employee's Department Head shall retain the final authority whether to grant compensatory time. Such practice shall be in accordance with the Fair Labor Standard Act.

H. On Call Assignments.

1. All Sanitary Inspectors employed as Registered Environmental Health Specialists (“REHS”) within the unit will be scheduled for on-call assignments on a yearly reverse-seniority basis throughout each calendar year. The on-call scheduled week will run from Friday to Friday, including weekends and holidays. If a Friday has been designated as a County holiday, the transfer will be conducted on Thursday, before the end of the work day.
2. The On-Call list for the upcoming year will be generated by management with the approval of the Department Director by October 1st of each year. Based on the reverse seniority call-out described above, each REHS while actively employed, or anticipated by management to be actively employed (e.g., not on FMLA, FLA or other authorized leave) will be required to perform on-call assignments during each calendar year. This On-Call schedule will be provided to the membership of the bargaining unit.
3. By no later than November 1st of each year, prior to the on-call assignment list becoming final, any inspector wishing to change an on-call assignment may switch the assigned on-call week with another inspector who is willing to accept, and agrees to such a switch in the assignment schedule. The inspector wishing to make such change shall complete a statement as to the basis for the change, and each Inspector involved in the switch of on-call assignments shall sign a statement agreeing to exchange their on-call assignment weeks. This must be submitted to management by no later than November 1 and is subject to the approval of the Department Director or designee, which shall not be unreasonably withheld.

4. In the event that the schedule issued on October 1st has an REHS scheduled to work on the same premium holiday (Thanksgiving, Christmas, New Year's, July 4) two consecutive years in a row, that REHS may elect to work that assignment week, or may arrange a swap with another REHS, or may decline the assignment in writing to the Director, or his/her designee, within seven (7) work days from October 1st, and in the event of a declination, the assignment shall mandatorily be switched with the next active junior REHS on the list. The REHS may arrange a switch of that assignment with another REHS by no later than seven (7) work days from being notified by management of the switch in assignment and shall so inform the Director, or his/her designee, of same in writing, signed by both REHS and reflecting their respective agreement to the switch otherwise the contractually mandated switch shall be mandatory on the final list.
5. The final On-Call schedule for the coming year will be released to the membership of the unit by the first Monday in December of each calendar year.
6. All medical and other bona fide reasons to excuse an REHS from an on-call assignment must be submitted to management promptly once an REHS becomes aware of it. Medical excuses shall be accompanied by a physician's note expressing the reason for the request. Other requests shall be supported by satisfactory documentation. All such requests are subject to review and approval at the discretion of the Department Director, or his/her designee, which shall not be unreasonably withheld. Inspectors will be put back into rotation once cleared to do so.
7. Precedent will be followed to deal with coverage issues not addressed above.

8. **The County may institute a four (4) day work week, of 8 ¾ work hours per day, at its prerogative, on at least 30 calendar days advance notice to employees in this union. This ordinary work day would be between 8 a.m. to 5:30 p.m.**

ARTICLE 8
VACATIONS

1. One day per month in first calendar year for each month of service.
2. Completion of one (1) year through completion of five (5) years...12 days.
3. From completion of five (5) years through completion of nine (9) years...15 days.
4. From completion of nine (9) years through completion of twelve (12) years...16 days.
5. From completion of twelve (12) years through completion of twenty (20) years...20 days.
6. More than twenty-one (21) years ...25 days.

A. All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Department Head with a cap of one (1) calendar year's allotment and further subject to any special provisions. The Department Head shall not be arbitrary and capricious in applying the provisions of this paragraph.

B. Employees must submit vacation preferences by April 1st of each year with first and second choices. Failure to timely submit such request shall result in the employee receiving leftover vacation time. Timely requests for the same vacation shall be resolved by seniority and staffing needs.

C. When an employee requests permission to use an individual vacation day or part thereof, such requests shall be granted at the discretion of the Department Head and shall not be unreasonably denied. Employee may request use of individual vacation days, or part thereof, on short notice to employer, in matter considered a verifiable emergency.

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head but shall not be unreasonably denied.

E. If, for any reason, an employee's vacation is canceled by management, the vacation may be rescheduled in accordance with Section B.

F. Vacation leave shall be prorated for the last calendar year of employment. It shall be assumed that an employee shall remain in the service of the Employer for the full calendar year or portion thereof from date of hire and is entitled to use all vacation time for that calendar year. If separation of employment occurs before the end of the calendar year and the employee has used more than his or her pro-rata number of vacation days, the per diem rate of pay for the excess vacation days shall be deducted from the separated employee's last paycheck(s). If separation of employment occurs before the end of the calendar year and the employee has used less than his or her pro-rata number of vacation days, the per diem rate of pay for all unused vacation days shall be added to the employee's last paycheck(s). The Comptroller upon receiving notification of overpayment shall pursue reimbursement of the overpayment from the former employee.

G. Employees may elect to be paid in advance for vacation time provided fourteen (14) days prior written request is given to the Employer's designee. Payment shall be made on the last payday prior to the vacation. An employee may request an advance only twice a year, except in the event of a verifiable emergency. A minimum of five (5) continuous vacation days must be taken, one day of which must include the scheduled payday.

H. Unused vacation days may be carried over for one (1) calendar year at management's discretion or where a vacation request had been denied by management during the calendar year, subject to the approval of the Board of Chosen Freeholders.

ARTICLE 9
SICK LEAVE

A. All members of the bargaining unit agree to follow the current County Sick Leave Policy.

B. At the end of each contract year, an employee may elect to apply for and receive cash payment for sick days credited and not used during the current year in the amount of one (1) days' pay for every three (3) days credited and not used to a maximum of five (5) days. Only employees having used five (5) days of sick leave or less out of fifteen (15) sick days credited per current year qualify for participation. Eligible employees applying for sick leave buy-out will do so on December 15th of each current year by signing an authorization card provided by the County. Payment will be made in the second payroll of the succeeding year.

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

D. Employees covered under the terms of this Agreement shall be entitled, upon retirement as defined by PERS to receive a lump sum payment, as supplemental compensation which sum shall be computed at a rate of one-half (1/2) of the employee's daily rate of pay for every full day at the time earned of unused accumulated sick leave (not to exceed \$15,000) certified by the Personnel Office on the effective date of his/her retirement.

D-1 In the event of a County employee's death prior to the effective date of their retirement, if the person has been a County employee for a continuous and uninterrupted period of at least 15 years immediately prior to their death and has remaining on the County's books unused accumulated earned paid sick time, the deceased employee's estate shall be entitled to receive the decedent's unused accumulated earned paid sick leave

computed at the rate of one-half (1/2) of the eligible deceased employee's daily rate of pay for each day of earned unused accumulate sick leave based on the average annual compensation received during the last year of the employee's employment prior to the date of the employee's death, provided, however, that no such lump sum payment shall exceed \$15,000.00. This sum may be subject to adjustment for taxes, federal and state withholdings, and any financial obligations that the deceased employee may have to the County. Annual compensation is defined to be the annual base pay and longevity at the time of death.

E. Sick leave shall accumulate year-to-year without limitation except as noted above.

F. Sick Time Leave of Absence – Permanent employees may request, in writing a leave of absence without pay if temporarily mentally or physically incapacitated from performing their duties, or to attend to a member of immediate family who is seriously ill. An immediate family member shall include the following: (Mother, Father, Spouse, Child, Brother, Sister, Aunt, Uncle, Grandparents, Grandchildren, current Mother-in-Law, current Father-in-Law, current Brother-in-Law, current Sister-in-law, and current Daughter-in-Law, Son-in-law or other relative continuously residing in the employee's house). Such leaves shall be granted by the Employer for an initial period of six (6) months, not to exceed a total of one (1) year.

It is understood that this leave is subject to the approval of the Board of Chosen Freeholders.

G. Leaves of Absences – A leave of absence without pay may be granted to an employee for up to six (6) months for legitimate personal reasons. Such leave may be extended for additional six (6) months at the request of the employee and upon consent of the County Board of Chosen Freeholders. Legitimate personal reasons shall include, but not limited, to educational leave, union leave, maternity, paternity leave, family leave, or adoption leave.

ARTICLE 10
BEREAVEMENT LEAVE

A. In the event of death of:

(1) the employee's spouse, child, parents or persons in a spousal relationship, the employee shall be granted time off without loss of pay from the day next following the day of death, but in no event shall said leave exceed four (4) working days;

(2) the employee's Brother, Sister, Grandparents, Grandchildren, or other relative continuously residing in the employee's household, the employee shall be granted time off without loss of pay from the next following day of death, but in no event shall said leave exceed three (3) working days,

(3) the employee's current in-laws, aunts, uncles, nieces and nephews, the employee shall be granted time off without loss of pay for the day next following the day of death, but in no event shall said leave exceed one (1) working day;

B. Reasonable verification of the event may be required by the County;

C. An employee may make a request of the Department Head or his designated representative for time off to attend a funeral separate and distinct from bereavement leave to be charged as sick, personal or vacation time.

D. If an employee is on vacation leave or sick leave, and an eligible death occurs, the vacation leave or sick leave shall terminate and bereavement leave shall apply.

E. There shall be no annual cap for bereavement leave.

F. The time of bereavement leave will be allowed to be taken within a ten (10) day period from the death at the discretion of the employee with a prior notification to the Department Head.

It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the allotted days sequentially once the option is taken.

ARTICLE 11

MEDICAL BENEFITS

A. Vision Care

The County shall reimburse costs of vision care for its employees who have been continuously employed for more than sixty (60) days to the extent set forth below. The vision care allowance shall be limited to payments every other year or not more than once every two calendar years. This benefit shall not be cumulative.

Eye Examination	\$50.00
Lenses and Frames	<u>\$90.00</u>
Maximum	\$140.00

B. Dental Coverage

The County shall provide, an appropriate dental care plan whose benefits and provisions shall be the substantial equivalent of the dental care plan in place for employees as of December 31, 1998. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty days notice to the Union representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection to such County action the parties shall enter into good faith negotiations regarding the adoption of any new dental plan with due regard for competitive availability of equivalent plans, relative costs and benefits and ease of administration of benefits.

1. Employee contributions to premiums for the approved dental care plan shall continue at the same level and frequency as provided for in the collective bargaining contract in effect on December 31, 1998. Any annual increase in said contributions shall not exceed 14.99% of

previous annual premium.

2. The County is not and shall not be required to provide Dental Expense Coverage to current or future retirees unless otherwise agreed to by a collective bargaining agreement.

C. Health and Hospitalization Insurance

1. Eligibility

All County employees on the County payroll for not less than sixty (60) days or on July 1, 1999 whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the County offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract. Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

2. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependants on the payroll as of May 7, 1999 the (3) HMO options, as available on January 1, 1999 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who are enrolled in the Traditional Indemnity Plan as of May 7, 1999 shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted subsequently to re-enter the Traditional Indemnity plan at a later date.

Employees and their eligible dependents enrolled as of May 7, 1999 in any other medical care

plan may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter the State Health Benefits plan (SHBP) of New Jersey it must provide thirty (30) days notice to the Union and enter into negotiations regarding the applications of this contract.

3. Employee Contribution to Premium Costs

a. All eligible County employees on the payroll or on authorized leave as of May 7, 1999 shall continue to receive medical insurance benefits at full cost to the County without contribution of payment by the employee for as long as they are continuously so employed. Employees who separate from County service other than through approved or contractual leave forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service.

b. Employees who enter County service or become eligible for medical insurance coverage after the execution of the immediately prior contract shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in C., 2 above except the “new hires”, also referred to as “new employees”, may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.

c. New employees, as defined above, whose annual salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage.

d. New employees, as defined above earning an annual base salary in excess of \$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an

employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

<u>Salary Level</u>	<u>% of Costs of Selected Plan</u>	<u>Annual Ceiling of Contributions</u>
\$25,001-\$30,000	25%	\$400
\$30,001-\$35,000	35%	\$650
\$35,001-\$40,000	45%	\$900
\$40,001-\$45,000	55%	\$1,250
\$45,001-\$50,000	65%	\$1,500
\$50,001 +	75%	\$1,750

e. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each effected employee with the first paycheck of each calendar year. Such computations shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each calendar year. The County may not increase or alter an employee's required contribution at any other time.

4. Prescription Coverage

For 2009, the County shall continue its 1998 level of prescription coverage for all present and future employees for the term of this contract. Eligible employees and their dependents shall not be required to make co-payment for generic drugs prescribed by duly licensed physician. Eligible employees and their dependents who desire or require brand name prescription drugs shall be required to make a co-payment of three (\$3.00) dollars.

Effective 1/1/2010, the prescription for co-pay shall be increased to \$3.00 for generic drugs prescribed by a duly licensed physician, and \$5.00 for name brand drugs prescribed by a duly licensed physician. Co-pay for current retirees and retirees during the term of this contract shall remain \$.0 for generic and \$3.00 for brand name drugs prescribed by a duly licensed physician.

Retirement Benefits

a. Retired County employees and qualified dependents shall continue all benefits due them under the terms of the contract in force as of December 31, 1998 including prescription coverage as herein defined. Retired County employees may not have their benefits reduced or costs increased except upon some act of the Legislature of New Jersey, the Congress of the United States or an order of a Court of competent jurisdiction.

b. The County shall continue to provide fully paid medical benefits to employees who honorably retire after twenty five (25) years of credited public service as described by state statutes and criteria of the New Jersey Department of Personnel; and employees who qualify for and are approved by New Jersey Dept. of Personnel for receipt of disability retirement benefits.

c. Retired employees as described in paragraph 2 above shall be entitled to the same level of prescription benefits as active employees. Retired employees shall not be entitled to dental benefit unless so offered by the County at some later date at the County's discretion and terms.

6. Administration

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the County to pay such claim upon adequate submission of supporting documentation. When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding

assignment or subrogation agreement from the employee to the extent of payments made on the employee's behalf.

ARTICLE 12

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 Chosen Freeholders.

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

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

Unauthorized leave on a scheduled work day prior to or after a holiday shall disqualify a

unit member from receiving holiday pay. In order to be eligible for holiday pay, employees shall work their scheduled workday immediately prior to and immediately after the holiday, unless they are absent on an authorized leave.

Employees ordered to work by the Director or his designee on July 4, 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, if not within the above paragraph. All other holidays above are to be paid at an additional rate of time-and-one half (1-1/2) for all 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.

ARTICLE 13

MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, Naval Militia, Air National Guard or a Reserve component of any of the armed forces of the United States and who is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. When an employee not on probation has been called to active duty or inducted into the military forces of the United States, the employee shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the County within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

C. If the military service occurs during time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

ARTICLE 14

JURY SERVICE

A. A regular full-time employee who loses time from his job because of jury service as certified by the Jury Commissioner shall be paid by the County his full daily base rate of pay (up to a maximum of eight (8) hours), subject to the following conditions.

1. The employee must notify the Department Head immediately upon receipt of a summons for jury service.
2. The employee submits adequate proof of the time served on the service and the amount received for such service.

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

C. The employee shall surrender to the County such money received for such jury service that may exceed ten (\$10) dollars.

ARTICLE 15

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, political affiliation, sexual preference and physical or mental handicap.

B. The Employer and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 16

SEVERABILITY

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. If any provisions of this Agreement are subsequently declared to be unlawful by a proper legislative, Administrative authority or court of competent jurisdiction the parties agree to negotiate an appropriate resolution of such issues within the law.

ARTICLE 17

PERSONNEL FILES

A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall only be maintained in the Middlesex County Personnel Director's offices. Documents or records held within a department are not part of the official personnel record unless the originals or true copies thereof are filed with the County Personnel Director with notice thereof to the employee.

B. Each employee shall have the right to inspect and review his or her own individual personnel file, upon request to the Employer. The Employer recognized and agrees to permit this review and examination at any reasonable time. Employees shall have the right to photocopy at the employee expense, define, explain, or object to in writing to anything found in his or her personnel file, and this writing shall become a part of the employee's personnel file. Such response must occur within ten (10) days of discovery in the file or be waived.

C. All personnel history files shall be carefully maintained and safeguarded.

D. Employees shall receive a copy of each derogatory or disciplinary document being placed in his or her personnel file within ten (10) days of its filing. The employee shall sign off and date any document given to them, and have the right to place a written rebuttal response to any and all disciplinary documents contained in the personnel file. All warnings and minor reprimands over one (1) year old shall be deleted from the County's personnel file on the employee's written demand provided there are no subsequent reprimands, warnings, corrected and/or disciplinary actions of the same nature in the employee's file. All major disciplinary actions will remain in the employee's file.

E. The files maintained by the County Personnel Director are the official personnel files for all employees. No other official file or personnel record will be maintained. However, it is agreed that a departmental reference file will be maintained for day-to-day reference.

ARTICLE 18

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 (1) accrued personal day per third month of employment completed in the year said employment is terminated.

ARTICLE 19

PART-TIME EMPLOYEES

A. All regular part-time employees, whether permanent or provisional employees awaiting examination, (but not seasonal employees) shall be paid on an hourly basis based on the annual wage for the appropriate job classification as set forth in the adopted salary schedule, pro-rata.

B. Each County part-time employee shall earn one (1) day of paid vacation leave for each 173 hours worked by each eight (8) hour per day employee and, each 152 hours worked by a seven (7) hour a day employee.

C. Each regular County part-time employee shall earn one and one-quarter (1-1/4) days of paid sick leave for every 173 hours worked by each eight (8) hour per day employee and, each 152 hours worked by a seven (7) hour a day employee.

D. Each regular part-time employee shall be paid for that portion of each holiday that he or she would have been scheduled to work on that day.

E. Each regular part-time employee shall be covered for all of the medical benefits included in this Agreement, except for vision care, if they are scheduled for and normally work twenty (20) hours or more each week.

F. Part-time employees shall have their personal days and vacation days pro-rated, and be granted that portion related to their actual hours worked providing the said employee works twenty (20) hours or more per week. Such leave shall not be cumulative.

F1. Effective 1/1/10, part time employees working at least 20 hours per week, after two continuous full years of part time employment of at least 20 hours per week, shall be entitled to proportional paid jury duty leave and proportional paid bereavement leave.

G. If an employee earns \$1,500.00 per year and is paid in each quarter of the year, then the employee shall be enrolled into PERS immediately if they are a permanent employee or after one year continuous service if provisionally appointed.

H. It is understood that part-time employees shall not be entitled to any other benefits not enumerated in this Article.

ARTICLE 20

SAFETY

A. The employee, upon discovering an unsafe or hazardous condition, will as soon as possible tell his supervisor and put such complaint in writing. The supervisor shall investigate said complaint and report on his investigation to both the employee and the Department Head in writing.

B. All County employees are required to have a high regard for personal safety and the safety of others.

C. The Employer agrees to comply with O.S.H.A. standards for safety. The Union and an employee will give the County written notice of an alleged safety problem. The County will be given a reasonable period of time to investigate and/or correct the alleged safety problem prior to the employee or Union filing a complaint with O.S.H.A.

D. The Union shall have the right to appoint with confirmation by the County three members to a safety committee who shall have the authority to review alleged safety complaints with approval and prior notice to the County.

E. Failure to use safety equipment may subject the employee to disciplinary action.

ARTICLE 21

MISCELLANEOUS BENEFITS

A. Meal Expenses

1. Any employee required to work through a meal hour shall be entitled to reimbursement up to the maximum amount set forth in the schedule in paragraph four (4) of this Article. A meal allowance shall be deemed to accrue when the employee has worked at least 1-1/2 hours past the conclusion of their normal shift assignment.

2. Entitlement to meal expenses shall be calculated as follows.

1-1/2 hours but less than 7-1/2 hours = 1 meal

7-1/2 hours but less than 13-1/2 hours = 2 meals

More than 13-1/2 hours of continuous overtime shall entitle the employee to one meal allowance every six (6) hours.

3. Any employee who is required to work through his/her regular lunch period shall be paid at the rate of time and one-half (1-1/2) for lunch time worked. Employees who are called in to work not connected with their regular hours of work for a period of time exceeding two (2) hours will receive a paid lunch after six (6) hours of work. Employees called in for a period of two (2) hours connected with their regular shift will not be subject to receiving a paid lunch until after completing their regular shift hours of work.

4. Meal allowances shall be paid during the term of the contract as follows:

2009 - \$8.00

2010 - \$10.00

2011 - \$10.00

2012 - \$10.00

B. **Employee Expenses**

1. When the performance of any job requires the use of specialized equipment, such as rain gear, coveralls, and/or safety equipment, they shall be provided by the Employer at no expense to the employee. Those mechanics and repairmen who provide their own tools for use on County jobs shall receive a comparable tool or cost replacement if their own personal tool is damaged or destroyed, or stolen due to verifiable break-in, or is unusable because of fair wear and tear.

C. Vehicle Assignments and Mileage Allowance

1. **General Policy** – The County shall, as far as practicable, make a County vehicle available for use by County employees to accomplish assigned public tasks which require travel. **Employees will not regularly be required to utilize their personal vehicles for County business, unless, at the discretion of the County, an employee has a pending motor vehicle violation or a motor vehicle accident with a County vehicle, or medical condition relevant to operating a County motor vehicle, subject to discussion with the union, and otherwise shall not be required to use their personal vehicle when a County vehicle is available to their department for them to use.** In the event it is impossible to provide a County vehicle to an employee, said employee may use a private vehicle and be reimbursed for out of pocket expenses such as tolls and parking fees evidenced by receipts, as well as mileage rate as is adopted in the County Personnel Policy.

2. **Specific Standards** – All applicable provisions of the County personnel policy regarding operation, maintenance and service of County vehicles shall apply to an employees' operation of any County vehicle.

3. **Full time assignment of County vehicles** –

a. **Rights and Prerogatives** - The parties to this contract agree that the County has the right to enlarge, decrease or alter its vehicle fleet at any time as a budgetary and management prerogative. No employee has a perpetual expectation or right to a vehicle assignment notwithstanding prior vehicle assignment or length of time of such vehicle assignment subject to the provisions set out below. Notwithstanding this management prerogative, the County agrees

to the provision set out below. Notwithstanding this management prerogative the County agrees to provide not less than thirty (30) days notice to any affected employee of an impending action to withdraw an assigned vehicle from around the clock availability. Such notice shall be in writing receipted for by the employee. It shall be the employee's responsibility to notify the Union of such action should they so desire.

b. Criteria and Purpose - The County may from time to time assign County vehicles to specific job titles as appears in the best interest of the County to further the efficient accomplishment of assigned tasks, on call status, restricted off hour parking and off hour vehicle security. The County may review the exercise of its discretion on these issues at any time and alter its assignments as it sees fit with notice as described above in (a.) to the individuals as outlined above.

c. Effect of Reassignment – **A vehicle assignment which provides free commutation to an employee between their assigned work station and their residence or domicile is an incidental convenience of work and not a term or benefit of employment. The parties agree that if as a result of economics, realignment of duties, or reevaluation of priorities, the County withdraws the assignment of a vehicle from a particular employee on a minimum of 6 months notice, that employee shall not be entitled replacement compensation. If notice is less than 6 months, compensations shall be paid to the employee and calculated on the mileage reimbursement formula set forth in the County Personnel Policy for mileage reimbursement for use of personal vehicles, section 1:15 (1), multiplied by the shortest road distance on Mapquest from the employee's nearest residence or domicile, whichever is closer, to his or her assigned nearest work station and return on a five day a week basis (or lesser time if relevant to such employee). Said compensation shall be paid to such effected employee for a period of six (6) months.**

E. New Employees

1. The County shall attempt in all cases to begin newly hired employees at the minimum salary for the particular title and range for the position at issue. Where such a hiring is not possible or not in the best interest of the efficient management of the County's business, the County may hire above the minimum starting salary based upon objectively demonstrable criteria including but not limited to the following:

- a. Special training, education or academic accomplishments.
- b. Special job- related experience or professional achievements.
- c. Previous employment in a related field.
- d. A limited field of qualified job applicants.

The parties agree that in the event of such an exception to the minimum hiring provision the appropriate Department Head and/or Personnel Director shall provide written notice of such hiring to the Union President or designee within ten (10) days or one working week from the start of said employees actual beginning of employment setting forth the criteria of Article 24, E.

2. As to all employees beginning County service at the minimum salary rate for a particular title the Personnel Director shall notify the Union President or designee with 15 days or two working weeks of such hiring.

E. Corrections of Paycheck Errors

The County shall correct and adjust any errors in any employee's paycheck within the immediately succeeding pay period after appropriate notice is received in the Payroll Section.

The “immediately succeeding pay period” will be determined giving due consideration to regular payroll processing cut-off dates. A list of these dates will be made available to the Union.

F. Driver’s License

The County shall have the right to check valid driver’s licenses of employees operating County vehicles or operating personal vehicles in performance of job duties at any time. Such employees are obligated immediately to report loss, revocation or suspension of driving privileges by the State of New Jersey

G. Training and Licensure Fees

To the extent that members of the bargaining unit are required to obtain state licenses or certifications by either the New Jersey or Middlesex County Department of Personnel as a job requirement, C.E.U.’s will be offered by the Middlesex County Public Health Department’s administrative staff. Members of the unit will attend the courses offered by the department at no expense or time to the employee.

The Department will make available for all union members training necessary to satisfy the minimum Continuing Education Units (CEUS) per year that are necessary to fulfill the New Jersey REHS license requirements for all unit members at no cost to unit members. Unit members that do not attend trainings provided by the County must attend alternate training at the member’s expense. The Department shall notify members of the dates of its courses by announcement at the Chiefs’ meetings, or by a special staff meeting for an emergency course, promptly once such courses are finalized and confirmed with presenters.

The employee shall apply to the Department Head or his designee to take C.E.U.’s outside of the department. The department will consider approving the C.E.U.’s as requested and permit the employee to take paid time to attend the approved course.

Fees for other education, training or seminars deemed by the department head to be of

value to the department's accomplishment of its assigned responsibility may be authorized upon application by the unit member and department head approval and subject to the availability of funds. Personnel attending required or approved discretionary courses shall not be charged with time off for such attendance. Attendance at such courses shall not be calculated towards accrual of compensatory time or overtime.

ARTICLE 22

RULES AND REGULATIONS

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established, as same is provided by N.J.S.A.

34:13A-5.3.

ARTICLE 23

DISCHARGE AND DISCIPLINE PROCEDURES

A. 1. It is expressly understood that the Employer shall have the right to discipline or discharge any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

2. The Employer shall apply the following principles of progressive discipline for employees covered under the terms of this Agreement with respect to recurring minor offenses of the same nature as more fully set forth in N.J.A.C. 4A:2-2.1 et seq.. All written discipline shall be copied to the appropriate Union representative.

3. NOTICES OF MINOR DISCIPLINARY ACTION. Employees shall be served with notices of minor disciplinary matters within 45 days of when a superior has sufficient basis to charge an employee with minor discipline, unless an extension is mutually agreed to between the County and either the employee or the union, except that the 45 day provision shall not apply to matters involving minor discipline for discrimination or harassment claims for review by the County Personnel Department or Office of County Counsel.

(a) First Offense: Oral Warning

Given by a supervisor to the employee in the presence of a Union representative, and clearly stating all the reasons for the warning. Notation of this warning shall be made in the employee's personnel file.

(b) Second Offense: Written Warning

Given by a supervisor with agreement of the employee's Department Head or next higher level of authority. One copy of the written warning shall be given to the employee, one to the Union representative, and one copy shall be placed in the employee's personnel file.

(c) Third Offense: Written Warning

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

(d) Fourth Offense: One Day Suspension

Given by the employee's Department Head based on recommendation of the supervisor.

A one-day suspension without pay shall serve as a warning to the employee of the seriousness of the situation, and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using New Jersey Department of Personnel Form 31A to a Union representative and one copy shall be placed in the employee's personnel file.

(e) Fifth Offense: Three Day Suspension

Given by the employee's Department Head. A three-day suspension without pay shall serve as a further warning to the employee of the seriousness of the situation, and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using New Jersey Department of Personnel Form 31A to a Union representative and one copy shall be placed in the employee's personnel file.

(f) Sixth Offense: Five Day Suspension

Given by the Department Head. A five day suspension without pay will serve as a final warning to the employee of the continued seriousness of the situation, and that corrective action is needed by the employee. Written notice of suspension shall be supplied to the employee using New Jersey Department of Personnel Form 31A to a Union representative and one copy shall be placed in the employee's personnel file.

3. Any employee who receives a written warning for a minor offense or who is given a suspension for a minor offense shall have a copy of the action taken placed in their personnel file where it will be kept for a period of one (1) year next following the action taken, providing that no reoccurring minor disciplinary action was taken within the same one (1) year period. If

there is another minor disciplinary action taken within the same one (1) year period, the copy of the action taken shall remain in the employee's file until such time that there is a period of one (1) year without minor disciplinary action being taken, at which time the record of minor discipline shall be removed from his/her personnel file.

4. The Employer may suspend without pay or with reduced pay, or demote an employee due to inefficiency, incompetency, misconduct, negligence, insubordination, or for other sufficient cause; however:

(a) An employee who shall be suspended, or demoted more than three (3) times in any one year (one year being from date of first suspension, fine, or demotion to one year therefrom), or more than five (5) days at one time, or for a period of more than fifteen (15) days in the aggregate in any one (1) year shall be served with written charges and have the right to appeal the last disciplinary action to the Department of Personnel;

(b) The Commission shall have the power to revoke or modify that action of the Employer except that removal from service shall not be substituted for a lesser penalty;

(c) The Employer shall notify the employee and the State Department of Personnel (Civil Service) of the reasons for the suspension, fine, or demotion regardless of the extent or duration of the disciplinary action;

(d) No suspension shall exceed six (6) months except for suspensions pending criminal complaint or indictment, which shall be in accordance with N.J.A.C. 4A:2-2.7.

5. A permanent employee in the classified service may not be removed except for just cause upon written charges. Notice of the removal shall be sent to the employee on the form prescribed by the Department of Personnel, and a copy of said notice shall be sent to the Union

representative at the same time. A provisional or temporary employee who has been terminated shall have no right of appeal to the Department of Personnel.

6. Involuntary transfers or reassignments shall not be utilized as an alternative form of disciplinary action.

7. Any of the following shall be cause for removal from the Employer's service, although removals may be made for sufficient causes other than those listed below:

- a) Incompetency, inefficiency or failure to perform duties;
- b) Insubordination;
- c) Inability to perform duties;
- d) Chronic or excessive absenteeism or lateness;
- e) Conviction of a crime;
- f) Conduct unbecoming a public employee;
- g) Neglect of duty;
- h) Misuse of public property, including motor vehicles;
- i) Discrimination that affects equal employment opportunities including sexual harassment;
- j) Other sufficient cause.

8. Any suspension, demotion, or disciplinary act taken against an employee consisting of five (5) days or less shall be subject to the grievance and arbitration procedures herein.

9. Permanent employees, members of the bargaining unit and employees in their work test period beyond ninety (90) days shall have the right to departmental hearing in every disciplinary

action involving a member of the bargaining unit, where the contemplated penalty may be:

a) Removal;

b) Suspension of more than five (5) days at one time. The last suspension or fine of an employee for five (5) days or less shall be reviewable where an employee's aggregate number of days suspended or fined in any one (1) calendar year is fifteen (15) days or more. Where an employee receives more than three (3) suspensions or fines of five (5) or less days in a calendar year, the last suspension or fine is reviewable.

c) Disciplinary demotion;

d) Good faith layoff;

e) Release at the end of the work test period for unsatisfactory performance.

10. Such departmental hearings shall be commenced as soon as possible and not later than thirty (30) days after service of a copy of the charges upon the employee.

B. In any disciplinary action against an employee, regardless of whether that employee is permanent or provisional, said employee shall be entitled to written notice of the charges and specifications and a hearing. Further, the charged employee shall have the right to Union representation at this disciplinary hearing.

C. The Department of Personnel shall select a hearing officer for the departmental hearings provided for in this Article and shall conduct such hearings in a fair and equitable manner including presentation of witnesses, cross-examination of witnesses, and a written decision stating findings of fact and conclusions.

ARTICLE 24

SAVINGS CLAUSE

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

B. Previous benefits existing or alleged to have been existing prior to the effective date of this Agreement shall not be admissible in any judicial or grievance procedure hearing.

C. In order for a benefit to be binding it must be:

- 1) clearly enunciated and explicitly acted upon; and
- 2) readily ascertainable over a reasonable period of time as a fixed and established benefit accepted by both parties.

ARTICLE 25

DUES CHECK OFF

1. The County Comptroller and the County Treasurer agrees to deduct from the pay of each employee who furnishes a written authorization for such pay deduction in a form acceptable to the Employer during each calendar month, the amount of monthly Union dues. Dues shall be two (2) hours pay per month or such other amount as may be certified to the Employer by the Union as least thirty (30) days prior to the month in which the deduction of Union dues is to be made.

Deduction of Union dues pursuant hereto shall be remitted by the County to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street N.W., Washington, D.C. 20001 by the tenth (10th) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union President.

2. Any member of the Union desiring to resign from the Union will be permitted to do so only on two (2) specific occasions during the calendar year, i.e., on or before January 1st or July 1st.

This request must be in writing to the President of the Union and the County Comptroller.

3. The Employer agrees to forward the full name and address of all new employees, and employees who are discharged, granted leaves of absence, absence due to illness or injury, on vacation, or who leave employment for any reason whatsoever, when submitting the dues deduction list to the Union.

4. Dues deduction for any employee in this bargaining unit shall be limited to the Communications Workers of America, the duly certified majority representative.

5. The County further 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, an amount equal to eighty-five (85%) percent of the month union dues, during each calendar month, commencing with the third (3rd) month of employment of such employee, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union President.

Deductions of Union dues made pursuant hereto shall be remitted by the County to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D.C. 2001, by the tenth (10th) day of the month following the calendar month in which such deductions were made.

ARTICLE 26

UNION REPRESENTATIVES - RIGHTS AND PRIVILEGES

A. The Union shall have the right to designate such of its members (which shall not exceed 3) as it, in its sole discretion, deems necessary to act as Stewards. Such Stewards and any other authorized Union representatives shall not be discriminated against due to their legitimate Union activities.

B. Nothing contained herein shall prohibit the County from transferring and/or reassigning stewards and/or officers, so long as such transfer and/or reassignments are not due to their Union activities.

C. The Union shall furnish to the Employer a list of duly elected or appointed Stewards within ten (10) days after their election or appointment.

D. A Steward may arrange to check time cards, time books, and time sheets at reasonable times, so long as there is no interference with proper service to the public. An employee may arrange to check their time cards, time book, or time sheets, at any reasonable time.

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

F. Whenever a representative of the Union or any employee is required by the Employer or the Union to participate during working hours in contract negotiations, grievance procedures, arbitration hearing, disciplinary hearings, unfair practice charges, or formal conferences within the County complex, the employee shall suffer no loss in pay.

G. PERC attendance shall not exceed three (3) Union representatives with no loss in pay

H. The Union shall have the use of the bulletin boards and inter-office mail for official Union business.

I. Union representatives, who are not County employees, will be permitted, with advance notice and approval, to visit with employees during working hours at their work stations for the purpose of assessing Union representation matters only. Such representatives shall also be recognized by the Employer as authorized spokespersons for the Union in meetings between the parties regarding employee representation matters.

J. Union Officers and Stewards in cooperation with the Employer shall have the right to enter upon the premises of the Employer during working hours, with no loss in pay, for the purpose of conducting normal duties related to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public, and with prior notice to the Department Head or his/her designee.

K. Union members to be designated by the Union shall be granted seven (7) paid days providing these days coincide with their regularly scheduled work days, and seven (7) unpaid days in the aggregate to attend Union conferences or conventions. It is further understood that these leave days are not cumulative on a year to year basis.

L. The Union shall request these days at least one (1) week in advance.

M. If a member of the unit is elected to a position on the Local Executive Committee, an additional five (5) unpaid days of union time will be made available to that member for union business, including, but not limited to: Joint Insurance Fund meetings, CWA District One meetings, NJPERC meetings, contract negotiations and CWA sanctioned functions, provided that any day proposed to be taken does not conflict with the County's contract obligations.

ARTICLE 27

PROMOTIONS SENIORITY AND LAYOFF

A. All promotions shall be made in accordance with Department of Personnel Rules and Regulations. All eligible employees shall be advised at the earliest possible time that a promotional vacancy is to be filed, and the vacancy shall be posted on all bulletin boards reserved for Union use.

B. No employee shall receive a pay cut on promotion.

C. All employees promoted by the Department of Personnel certification or provisional appointment, **or to the County job title of Senior Sanitary Inspector after completing 8 years of service to County in the title of Sanitary Inspector** shall receive a higher salary calculated in the following manner: (a) the employee's salary under his or her old job title be increased by six (6) percent, or the new minimum salary, whichever is greater.

D. An employee whose provisional appointment does not become permanent or who cannot be reached on a certified list of eligibles which names the employee as a provisional, will be returned to his or her next previous lower title and the salary for that title, including any negotiated wage increases for the original title.

E. All promoted employees who receive a new annual salary pursuant to this section shall also be entitled to receive all other wage increases as provided in the Salary Article.

F. Seniority is defined as an employee's total continuous length of service with the County beginning with initial date of hire. Any authorized leave of absence is considered to be continuous service with no accrued seniority for that period of time.

G. The County reserves the right to layoff personnel pursuant to Department of Personnel Rules and Regulations. In the event of layoff, departmental seniority shall prevail, provided the

employee has the necessary qualifications, skills, abilities and job title to perform whatever work may be available as solely determined by management. Employees subject to a layoff according to Department of Personnel Rules and Regulations shall be entitled to a pro-rata share of any retroactive wage increases as enunciated in Article 5 of this Agreement.

H. Employees on layoff shall be recalled in the inverse order of layoff, provided the employee has the necessary qualifications, skills, abilities and job title for the work available as solely determined by the County. The County will not hire new employees while there are employees qualified to perform the duties of the vacant position on the recall list, unless such employees on recall refuse to accept such employment.

I. The County shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

J. The County shall advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

K. Promotional qualifications and procedures for permanent classified employees are governed by the Department of Personnel Rules and Regulations.

L. For the purposes of promotions only, seniority shall be defined as an employee's continuous length of service within present job title. The County agrees to post a notice regarding any promotional job vacancy except if an existing list exists. Such notice shall be posted at every work site within the department where the vacancy exists. The posting shall list temporary vacancies on an out-of-title basis, the County will appoint an employee currently on the Department of Personnel list for that title to fill the position temporarily vacated. Where a

current Department of Personnel list is not available, the County will appoint the most qualified employee to the position. Where two or more employees are equally qualified to perform the job, seniority will be given consideration.

M. Written notice of any and all promotions shall be sent to the Union President and/or his or her designee.

ARTICLE 28

CHILD CARE REIMBURSEMENT POLICY

A. The County Personnel Policy on child care reimbursement shall be binding upon the parties upon the following terms.

The weekly reimbursement for 2009 will be as follows:

- a. If the employee's salary is \$18,000 or less per annum the reimbursement will be \$40.00 per week.**
- b. If the employee's salary is \$18,001 to \$25,000 per annum, the reimbursement will be \$35.00 per week.**
- c. If the employee's salary is \$25,001 through \$60,000, the reimbursement will be \$20.00 per week.**

Effective 1/1/10, the rates of reimbursement shall be increased by \$10.00 per week for each range as follows:

- d. If the employee's salary is \$18,000 or less per annum the reimbursement will be \$50.00 per week.**
- e. If the employee's salary is \$18,001 to \$25,000 per annum the reimbursement will be \$45.00 per week.**
- f. If the employee's salary is \$25,001 through \$60,000, the reimbursement will be \$30.00 per week.**

ARTICLE 29

TUITION AID

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

Employees will be reimbursed up to eighty percent (80%) of tuition and fees. Maximum reimbursement may not exceed six hundred dollars (\$600.00) per employee during any one twelve (12) month period beginning September 1st and ending August 31st.

ARTICLE 30

JOB POSTING AND VACANCIES

A. Employer shall make every effort, when appointing provisional promotions, to select from the job classifications immediately below the position to be filled.

B. When the Employer creates a new job within this bargaining unit or a vacancy occurs, prior to any public advertisement the Employer shall notify the Union and shall promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information concerning the job, including salary range, and shall remain posted for six (6) working days. Thereupon the bids shall be closed and the job awarded on the basis of ability to perform the job. When two or more employees are equally qualified to perform the job seniority shall be given due consideration.

C. In the event that a bargaining unit member applies for a vacant position and is rejected or is not chosen from an existing Department of Personnel list, the County upon written request will provide the applicant, within a reasonable time, an oral statement of reasons for not placing said employee in the vacant position.

D. Current employees shall be given the opportunity to transfer to a new or different shift or job location. All employees requesting and receiving lateral transfers shall receive no loss in pay.

E. The determination of abilities and qualifications of an employee shall be made by the Employer.

F. Management shall present to and discuss with an employee, at their request, with and in the presence of the Union representative, the reasons for selecting an employee of lesser

seniority.

G. The County will endeavor to notify the Union within a reasonable period of time regarding vacancies not to be filled.

ARTICLE 31

SEXUAL HARASSMENT

The parties will be bound by all the terms and provisions of the Sexual Harassment Policy as promulgated in the County Personnel Policy.

ARTICLE 32

COMPUTER/VIDEO WORK STATIONS

A. Video Display Terminals

- (1) Training should be provided.
- (2) Chairs should be provided that are adjustable in height and the angle of the back support.
- (3) The work station should be designed to provide for independent adjustment of the keyboard height, screen height and position (if available in said equipment).
- (4) Other accessories which are required on an individual basis such as foot and wrist rests, anti-glare screens, anti-static pads or spray, etc., should be provided.
- (5) Where practicable, the work station should have direct sunlight shaded, and operators should be seated at right angles to any windows to avoid seating arrangements that have the operator facing the window.
- (6) Where practicable, non-fluorescent lighting should be provided for each work station. All existing fluorescent lighting should be modified to lessen or reduce glare.
- (7) The work space should be free of any potential electrical hazards, including exposed wires or exposed extension cords.
- (8) Break times should be varied for full-time VDT equipment, they should also try to budget for proper furniture to arrive at the same time.
- (9) Upon submission of proof satisfactory to the Personnel Department that an employee is physically incapable from operating a VDT terminal due to injury, disability or pregnancy, the employer should make every effort to assign such employee to appropriate, alternative duties in

the same title for the period of such disability, provided that such temporary assignment shall not exceed one year.

B. The parties agree that in the event an employee is assigned to a work station requiring utilization of computer/video components it is in the best interest of the County and the employee to provide for the most efficient, user friendly and ergonomically appropriate arrangement of such resources. The County undertakes to exercise its best efforts in providing such a workplace with compatible equipment and furniture. In the event of either incomplete equipment or furniture delivery or other cause if the workstation is defective or its design does not comport with commonly accepted workplace standards the employee and/or the Union representative may bring such complaint to the Department Head's attention either orally or in writing. If the Department Head is unwilling or unable to resolve the problem within two (2) work weeks the employee and/or the Union representative shall refer the matter to the Director of Personnel who will appoint a representative of the Public Property Department to study the matter with the participation of the Union representative. The Public Property representative shall within two (2) weeks of the assignment make a recommendation to the County Administrator who shall promptly render a decision on the matter with notice to the effected employee and Union representative. In the event none of the remedies above resolve the issue the employee/Union may pursue the matter as a grievance under the terms of this contract.

ARTICLE 33

WMD and Extraordinary Health Emergencies

A. **“Communicator System” Use on Weekends and Off-Hours.**

(1) In view of the events of 9/11/01, and thereafter, concerning incidents involving Weapons of Mass Destruction (“WMD”) (chemical, biological, nuclear, or the like), the threat of a WMD event, and other extraordinary emergencies involving the public health, which events, or credible threats thereof (collectively referred to below a “WMD” event) may require an off-hours response by all employees in this labor unit in the County Public Health Department, as determined by the Director of the Middlesex County Department of Public Health, or designee, (collectively referred to as “WMD response”) the foregoing policy and procedures are hereby established.

(2) Upon a determination by the Director of the Middlesex County Department of Public Health, or designee, that all employees in the County Department of Public Health are needed to report-in to assist in dealing with such a WMD event, or the credible threat thereof, the Director or designee, shall cause a call to be placed to each employee in the unit in the County Department of Public Health through the use of the Department’s “Communicator System”, or its equivalent, and shall thereby direct each employee to report to work, or to take such other action as may be appropriate.

(3) Upon being so called, the employee shall respond by calling in to a telephone number, provided by the Director, or designee, as promptly as is reasonably possible, and absent legitimate extenuating circumstances, within no more thirty (30) minutes after having been contacted by the Communicator System, and each employee shall then report

to their assigned location as promptly as is reasonably possible, and absent extenuating circumstances within no more than forty-five (45) minutes after having called in.

(4) Employees who respond to the above described “Communicator System” call (hereinafter referred to as “Responders”), within thirty (30) minutes, and then reports in to work where directed within forty five (45) minutes from their response to the call, shall be entitled to a payment of \$100.00 (one hundred dollars).

(5) In the event an employee fails to respond by calling in without good cause, or calls in but fails to report as directed without good cause, discipline may be imposed.

(6) As technology is implemented by management to upgrade the foregoing, the utilization and affect of such advancements on the employees’ terms and conditions of employment shall be negotiated between the parties in order to maximize response time and make the Department more efficient.

(7) In order to provide reliable and efficient communication, the Director of Public Health or designee, may test or replace the device used to contact responders without incurring or invoking the contractual obligations of an “Event Response”.

B. Hold Over and Call Backs.

(1) Due to the events of 9/11/01, in the event of an actual or credible threat of a WMD events, the County, the Director of the Department, or designee, shall be entitled to hold over all employees in this unit within the County Department of Public Health who are at work, or to call them back whenever needed, and to require them to work for such periods of time and pursuant to such schedule, or schedules, as the Director of the

Department, shall set to meet the needs of the emergency, the public, the Department and the County.

(2) Responders shall also be paid for responding outside their normal schedule of work at the rate of pay, pursuant to Union Contract's relevant provisions. County Personnel policies shall remain in effect during a WMD event

C. Waiver/Appeal Procedures

(1) Any Health Department employees who has a bona-fide reason to be exempted from this policy on grounds including, but not necessarily limited to: (1) serving as the sole caregiver for parent, spouse, child or other immediate family member residing in their household, who is an invalid, or otherwise is unable to care for themselves; or (2) has a verifiable medical condition that would cause a serious threat to their health if compelled to respond beyond their regular work schedule; or (3) has other good cause. (2) An employee may seek and receive a full, or limited, waiver from the requirements of this emergency provision upon promptly submitting a detailed written request for such waiver as soon as is practicable to their Department Head, or designee. A copy of the waiver request form is attached hereto as Appendix "A".

(3) A written decision on the request for a waiver shall be provided to the employee within no greater than five (5) business days from receipt of a written waiver request, provided that the employee's request is properly documented with the necessary and appropriate certification from a medical care provider or other verifiable source or sources, if applicable.

- (4) The Director, or designee, shall inform the employee in writing, within five (5) business days from receipt of the written request for a waiver, that the request is granted, denied, or incomplete, on specified grounds and the employee shall have the opportunity to cure the deficiency or deficiencies.
- (5) If any deficiency is not cured, then the request shall stand as being denied. If the deficiency is cured, then the Director, or designee, shall issue their written decision within five (5) business days thereafter.
- (6) Approvals and denials are subject to reconsideration and reversal if the employee's circumstances change, or additional facts are discovered that would either qualify, or disqualify, or modify, a waiver.
- (7) An employee granted a waiver must promptly inform the Department Head, or designee, in writing of any material change in any of the circumstances upon which their waiver request was based. A failure to do so may result in discipline, loss of waiver, or both.
- (8) An employee who has been denied a full or partial waiver may reapply in writing for a waiver based upon changed circumstances, or based upon new grounds, which must be set forth in detail in their request.
- (9) Requests for a waiver shall be made as soon as circumstances for one exist, if the employee intends to seek a waiver in the event of an emergency, and requests must be renewed for each new calendar year for which it is sought.

(10) Delay in submitting a timely request for a waiver due to a condition or circumstance that has existed for some time, either once an emergency has come into existence, or prior to an imminent emergency arising, shall be viewed with disfavor and may serve as a ground to deny a waiver request.

(11) By January 1 of each year, a waiver request must be submitted, in writing, by the employee with the Director of Public Health, or designee, and shall not be denied unreasonably. Emergent situations in filing for a waiver will be handled on a case-to-case basis.

(12) Employees denied a waiver may appeal, in writing, to the Director of Personnel, within five (5) business days from their receipt of their denial.

(13) The refusal or failure of an employee to work in an WMD event or to come back to work, when so directed, may result in discipline, absent bona fide good cause.

(14) Employees on authorized vacations, or out on authorized leave, or who have been certified by a medical provider to be unavailable, shall be exempt from discipline if they are unable to return to work when requested to do so.

(15) Employees who fail, or refuse, to make themselves available to work off-hours for emergency events covered by this Article when they either are at home, or otherwise not at work, may lose their privilege of having a County vehicle off-hours. The reason employees are permitted to take a County vehicle home is to facilitate their being available if called for an emergency.

(16) Responders shall have an eight (8) hour rest period during each twenty-four (24) shift but may offer to work for additional fixed periods of time in a twenty-four (24)

hour shift, which the Director, or designee, may accept or not accept, without any adverse consequence to the employee, or employer.

ARTICLE 34

FULLY-BARGAINED AGREEMENT

This Agreement is the complete and final understanding of the parties encompassing all bargaining issues which were or could have been the subject of negotiations. During the term of this contract neither party may be required to negotiate with respect to any matter not covered by this contract whether such matters were within the knowledge or contemplation of either or both parties at the time of the execution of this contract.

ARTICLE 35

DURATION

This Agreement shall be in full force and effect as of the date of signing and remain in effect to and including December 31, **2012** The Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice in writing at least one hundred and twenty (120) days and no more than one hundred and eighty (180) days prior to December 31, **2012**.

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

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

COMMUNICATION WORKERS OF AMERICA –AFL-CIO

PRESIDENT C.W.A. LOCAL #1082

C.W.A. REPRESENTATIVE

BARGAINING COMMITTEE MEMBER

BARGAINING COMMITTEE MEMBER

BOARD OF CHOSEN FREEHOLDERS

MARGARET E. PEMBERTON
CLERK OF THE BOARD

CHRISTOPHER D. RAFANO, DIRECTOR
BOARD OF CHOSEN FREEHOLDERS

APPROVED AS TO FORM AND LEGALITY:
Eric M. Aronowitz, Esq.
First Deputy County Counsel