

#364

A G R E E M E N T

Between

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

And

MIDDLESEX COUNTY HEALTH INSPECTORS ASSOCIATION

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THIS AGREEMENT made this 17th day of October 1991

between the COUNTY OF MIDDLESEX, a Municipal Corporation, by its Board of Chosen Freeholders (hereinafter referred to as the Employer) and the MIDDLESEX COUNTY HEALTH INSPECTORS ASSOCIATION (hereinafter referred to as the Association).

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

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

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

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

I. RECOGNITION

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

II. ASSOCIATION REPRESENTATIVES

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

III. WAGES

Effective January 1, 1991, all eligible employees covered by this Agreement will receive the Negotiated Wage Increase of four and one half percent (4½%).

A. WAGE INCREASE ELIGIBILITY: All employees in this bargaining unit being carried on the County payroll at the execution of this Agreement shall receive the above Negotiated Wage Increase.

Those people on approved leave of absences shall receive the Negotiated Wage Increase upon their return to work.

B. SALARY RANGE:

	<u>1991</u>
Sanitary Inspector	\$24,035 - \$36,575

Authorized hiring range - Minimum of the range

C. EXPERIENCE FACTOR: With respect to new or future Health Inspector hires, or those presently on staff, the Health Department intends that it would credit prospective Health Inspectors with all, or any, portion of such employee's employment experience before employment with the Health Department. In no circumstances shall experience credit exceed one thousand dollars (\$1,000) per year. The crediting of all, or any portion of a prospective Health Inspector's experience will be determined by the Department Head in its sole discretion either at the time a new employee starts employment or during the employee's probationary period.

D. PROMOTIONS: Any employee promoted by New Jersey State Department of Personnel Certification or provisional appointment will receive a 5% increase on his/her annual base salary or shall receive the minimum of the new range, whichever is greater.

A promoted employee whose name does not appear, or who cannot be reached on a certified list of eligibles which names them as the provisional, will be returned to their previous lower title. The 5% increase will be deducted from their base salary and an interested eligible will be permanently appointed to fill the vacancy.

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

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

Newly hired Sanitary Inspectors with a license will start at the authorized hiring rate.

Wages (Cont.)

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

1. Overtime shall be scheduled on a rotating basis, a reasonable equalized basis where such work is in the nature and normal routine of the job. It is further agreed to and understood that occurring overtime related to specific job sites will be first offered to the employees who normally are specifically assigned to such said sites. However, if there is a need for additional qualifications in order to fulfill specific job requirements, it is agreed and understood that the overtime assignment will be made at the Director's or his/her designee's discretion.

2. Sanitary Inspectors attending Board of Health meetings after completion of their normal workday hours will be compensated by compensatory time at the rate of time and one-half ($1\frac{1}{2}$) until a maximum bank of fifty (50) hours is reached.

Once the employee's bank has reached the maximum of fifty (50) hours, all overtime hours shall be paid by check. It is further agreed to and understood that the employee attending any such required health meeting will provide a verification of the said attendance. The verification must be by the representative town's Board official. Further, overtime and the payment of such must have the approval of the Director or his/her designee.

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

4. It is further understood and agreed that a doctor's certificate will be required if requested for the certification of illness for the day of absence in order to meet the overtime qualification.

Wages (Cont.)

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

6. The following rules shall apply to compensatory time accumulated and its use.

- (a) At no time shall the compensatory bank exceed fifty (50) hours
- (b) Time shall be used in seven (7) hour blocks whenever possible.
- (c) All compensatory time shall be attempted to be taken within one-hundred eighty (180) working days of the date earned, subject to extension by the Director or his/her designee.
- (d) Compensatory time taken by the employee shall be on request and is subject to the Director's or his/her designee's approval.
- (e) Any time worked beyond the regularly scheduled work week which exceeds the fifty (50) hour compensatory time bank must be paid at the rate of time and one-half (1½) of the regular hourly rate.
- (f) Employees covered under the terms of this Agreement shall be entitled, upon retirement, layoff, dismissal, or resignation full compensation at the current hourly rate for unused accumulated compensatory time.

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

H. JOB VACANCY-JOB BIDDING: When management finds the need or plans a newly created job within the bargaining unit, the management will notify the president of the local union and promptly post the job for bid on appropriate bulletin boards. All notices shall contain pertinent information concerning the job and remain posted for five (5) working days, if possible. Thereupon, the bid shall be closed and the job awarded on the basis of seniority, qualification, and ability to perform the job. If one or more bids are received and all things are equal, seniority shall prevail.

Wages (Cont.)

With referencē to filling vacancies, employees shall have first consideration in order of seniority.

Management will present and discuss with an employee, or at his/her request, with his/her representative, the reasons for selecting an employee of less seniority for a higher job on the basis of ability and qualifications rather than on the basis of seniority.

The final determination of abilities and qualifications of an employee shall be made by management.

I. NEW EMPLOYEES: It is the intention of Middlesex County, in cooperation with the bargaining unit, to hire new employees at the minimum of the rate range. Exceptions to this policy, if they should occur, due to qualifications or other mandatory requirements in order to serve and maintain a proper and efficient Health Department, will be communicated to the Union President.

J. ON-CALL PAY: Assignment of on-call pay of \$100.00 per week will be distributed on a scheduled rotating basis.

K. CALL BACK TIME: If an employee is called back to work, these rules will apply: Any employee called in after a normal shift or workday shall receive a minimum of two (2) hours pay at time and one-half (1½). The call back begins when an employee reports on the job site.

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 two (2) hours will constitute a call back to work.

IV. DUES - CHECK OFF

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

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

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

REPRESENTATION FEE IN LIEU OF DUES

(A) If an employee covered by this Agreement does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

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

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

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

- (1) -10 days after receipt of the aforesaid list by the County;
or
- (2) -20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employment in a bargaining unit position whichever is later.

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

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

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

(H) The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13:A-5.4, as amended. The demand and return systems shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13:A-5.4, as amended.

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

V. LONGEVITY

In accordance with the longevity resolution as amended by the Board of Chosen Freeholders, all eligible employees are entitled to receive longevity based upon their base salary as of December 31st of the previous calendar year (maximum base \$30,000) starting with the completion of the 8th year of service as follows:

9 through 15 years of service	= 2%
16 through 20 years of service	= 5%
21 years and over	= 7%

Effective December 27, 1987, all eligible Health Department employees represented by the Health Inspectors Association independent union will be placed on the existing longevity table.

It is further agreed to and understood that there will be no prior service retroactivity pay applicable for the employee being placed on the longevity table.

VI. MEDICAL BENEFITS

A. All full time and eligible part time employees and employees' eligible family (as defined by N.J. State Health Benefits - Traditional Medical Coverage shall be covered by N.J. State Health Benefits - Traditional Medical Coverage, or equivalent, at the Employer's expense. Major Medical for the eligible employees and family shall be supplied at the Employer's expense. The Employer may change carrier or elect to become self-insured with approval of the Association and upon a prior notice to the employee organization so long as equivalent coverage is provided.

B. HEALTH MAINTENANCE ORGANIZATION (H.M.O.): Several Health Maintenance Organizations are available to the employee as an alternate to N.J. State Health Benefits - Traditional Medical Coverage, or Major Medical. The County will contribute the same amount toward H.M.O. coverage as is contributed toward traditional coverage. In the event H.M.O. coverage is elected, the employee may be subject to a payroll deduction depending on the type of coverage.

C. DENTAL PLAN: The union hereby acknowledges that the County has solicited and received bids for a new dental plan. If the current dental premiums increase in cost, and if employee elects either the modified coverage (36% employee participation) or family coverage (55% employee participation) the employee's monthly cost for said coverage shall also proportionately increase provided the employee's monthly cost does not increase by more than 15% of the employee's current monthly share.

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

The employer agrees to contribute to the prepaid DMO plan the sam amount

as it contributed for the basic plan.

D. DRUG PRESCRIPTION PLAN: All eligible employees and eligible employees' family will be covered by a Drug Prescription Program at the Employer's expense. There will be a co-pay of \$1.25 per prescription by the employee.

E. PAYMENT OF N.J. HEALTH BENEFITS (TRADITIONAL MEDICAL COVERAGE FOR RETIREES): Pursuant to N.J.S.A. 40A:9-14.1 and N.J.S.A. 52:14-17.38, the County agrees to provide to a retired employee and his dependents, if any, if such employee has accrued twenty-five (25) years of credited service in a State or locally administered retirement system, the payment of N.J. State Health Benefits (Traditional Medical Coverage) and Major Medical premiums.

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

Eye Examination	\$ 50.00
Lenses and Frames combined -or- Contact Lenses	\$ 60.00

This reimbursement shall not exceed and is limited to a total of \$110.00 for a combined cost for the above.

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

G. EXTENDED MEDICAL BENEFITS: The County will extend to a maximum of ninety days (90) the health insurance coverage of eligible employees and their covered dependents enrolled in the State Health Benefits program upon exhaustion of such employee's accumulated sick and vacation leave, and who are granted approved sick leave without pay, with the County paying the cost.

VII. HOLIDAYS

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

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

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

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

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

12. BEREAVEMENT

All full-time employees shall be eligible to receive a maximum of five (5) full-time days leave in the event of the death of his/her spouse or child.

All full time employees shall be eligible to receive a maximum of three (3) full-time days leave in the event of the death of his/her current son-in-law, current daughter-in-law, parent, current mother-in-law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunts, and uncles.

It is understood and agreed that his Bereavement Leave will be communicated to the Department Head by the employee, and said employee shall be granted three (3) or five (5) days leave of absence (as stated above) consisting of three (3) or five (5) working days next following the day of death. -Or- the time of bereavement leave will be allowed to be taken within a ten (10) day period at the discretion of the employee with a prior notification to his/her Department Head. It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken on the designated days once the option is taken.

The employee will be compensated for time lost during said period from his regularly scheduled work, not to exceed three (3) or five (5) days. However, it is understood that the hours not worked, shall be used in computing overtime pay for hours worked in excess of thirty-five (35) in the work week or any other pay.

IX. PERSONAL DAYS

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

X. VACATIONS

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

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

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

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

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

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

XI. SICK LEAVE

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

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

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

All other proper and authorized leaves as provided in the rules of the New Jersey State Department of Personnel shall be recognized and constitute a part of this Agreement.

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

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

YEARLY SICK TIME BUYOUT

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

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

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

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

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

XII. ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

Employees covered under the terms of this Agreement shall be entitled upon retirement to receive a lump sum payment, as supplemental compensation, one-half payment for every full day of Middlesex County earned and unused accumulated sick leave (not to exceed \$15,000.00) which is credited to him on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.

XIII. DAMAGE TO PERSONAL PROPERTY

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

XIV. HEALTH INSPECTOR LICENSURE

Licenses required by The State Department of Health Inspectors will be paid by Middlesex County.

It is also agreed to and understood that Middlesex County will pay the fee for any employee choosing to obtain a Pesticide Operators license.

XV. TRAVEL EXPENSE

Each employee covered under the terms of this Agreement, who agrees to use his/her personal automobile in the performance of his official duties shall receive twenty-two cents (22¢) per mile for the mileage traveled.

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

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

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

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

XV(A.) MEAL REIMBURSEMENT

Each employee required to work through a supper or other meal period shall be entitled to a meal reimbursement allowance of six dollars (\$6.00) per meal. The supper or other meal period shall commence when the employee has worked a minimum of ten (10) hours.

XVI. ADHERENCE TO NEW JERSEY STATE DEPARTMENT OF PERSONNEL

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

XVII. GRIEVANCE PROCEDURE

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

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

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

Step 3. If the grievance still remains unadjusted to the satisfaction of the grieved or unanswered by the Director of County Health Department, it shall be presented by the Association Representative to the County Personnel Director, in writing, seven (7) working days after

the response of the Director of County Health Department is due. The Union President or his designee may then request a meeting with the County Personnel Director prior to their receiving his answer at the third step level. The Personnel Director shall respond within ten (10) working days in writing to the Association Representative.

Step 4. If no settlement of the grievance has been reached between the parties, either one or both may move the grievance to arbitration within thirty (30) days of receiving the answer from the Personnel Director.

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

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

Grievance Procedure (Cont.)

SPECIFIC ISSUE ARBITRATION: It is further agreed to and understood that either party or both may petition by mutual consent for a binding principle decision on a specific issue through the advisory arbitrator which shall be a final decision on the specific issue addressed. The cost of the arbitration fee, if by mutual consent, shall be shared by the Employer and the Union. Time extensions may be mutually agreed to by the Employer and the Union.

XVIII. PERSONNEL FILES

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

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

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

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

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

XIV. SAVINGS CLAUSE

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

XX. TUITION AID

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

XXI. TRAINING PROGRAMS

The Association President shall be notified by management of all training courses, seminars, and educational opportunities relevant to the job duties of Sanitary Inspectors with sufficient time if possible to poll the membership and supply a list to management of those Sanitary Inspectors who are interested in attending said training course, seminar, or educational opportunity.

Attendance at any training course, seminar, or other educational opportunity shall be equitably distributed among all Association members with the approval of the Health Director or his designee.

XXII. MANAGEMENT RIGHTS

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

XXIII. EMANATING POLICY

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

XXIV. NO STRIKE OR LOCK-OUT

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

XXV. DURATION OF CONTRACT

- A. It is hereby Agreed that this Agreement shall remain in full force and effect from January 1, 1991 until December 31, 1991.
- B. This Agreement may be reopened for January 1, 1992 contract negotiations by either party upon notice in writing at least sixty (60) days and not more than one hundred twenty (120) days prior to December 31st 1991.
- C. All of the provisions of this Agreement shall remain in full force and effect until a successor collective bargaining Agreement is negotiated.

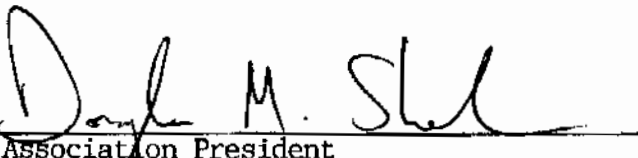
COUNTY OF MIDDLESEX

BY ITS BOARD OF CHOSEN FREEHOLDERS

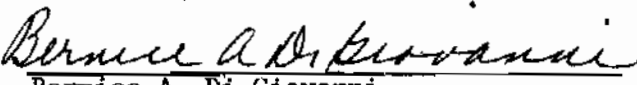
ATTEST:



Association Representative
Middlesex County Health Inspectors



Association President



Bernice A. Di Giovanni
Clerk of the Board



Stephen J. Capestro, Director
Board of Chosen Freeholders