

**ORIGINAL**

A G R E E M E N T

between

HUNTERDON COUNTY SANITARY INSPECTORS

ASSOCIATION

and

Hunterdon County Board of Chosen Freeholders (Employer)  
HUNTERDON COUNTY

1985 - 1986

1/1/85 - 12/31/86



ARTICLE I  
RECOGNITION

The County recognizes the Hunterdon County Sanitary Inspectors Association as the sole and exclusive representative of those employees covered by this agreement, for the purpose of collective negotiations concerning terms and conditions of employment.

Employees covered by this agreement shall include all full time permanent employees employed by the County in the title of Sanitary Inspector, Senior Sanitary Inspector, Principal Sanitary Inspector, Sanitary Inspector Aide, Public Health Investigator, or any other title created and agreed upon by the Association and Management for employees of the Health Department engaged in field work.

ARTICLE II  
RESPECTIVE RIGHTS

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any applicable law and/or regulation.

Both parties reserve their respective rights under the New Jersey Employer-Employee Relations Act, the rules and regulations of the Public Employment Relations Commission, New Jersey Civil Service Commission and any other applicable law and/or regulation.

ADHERENCE TO CIVIL SERVICE RULES

The County and the Association agree that all rules promulgated by the New Jersey Department of Civil Service shall be binding upon both parties.

ARTICLE III  
MANAGEMENT RIGHTS

SECTION I:

In order to effectively administer the affairs of the County Government and to properly serve the public, the County of Hunterdon hereby reserves and retains unto itself as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of the Agreement. Without limitation of the foregoing, management's prerogatives includes the following rights:

1. To manage and administer the affairs and operations of the County;
2. To direct its working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action in accordance with the rules and regulations promulgated by the New Jersey Department of Civil Service.

SECTION II:

The County's use and enjoyment of its powers, rights, authority, duties, and responsibilities, the adoption of its policies and practices, or the promulgation of rules and regulations in furtherance thereof and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same shall conform to laws of New Jersey and of the United States.

SECTION III:

Nothing contained in this Agreement shall operate to deny to or restrict the County in the exercise of its rights, responsibilities, and authority pursuant to the laws of the State of New Jersey or of the United States.

ARTICLE IV  
NEGOTIATIONS PROCEDURES

The County and the Association agree to enter into collective negotiations over a successor agreement not later than September 1st, next preceding the expiration hereof. Thereafter, each party shall be free to propose and negotiate with regard to all proper subjects of negotiations which it desires to place before the other for consideration. Any agreement so negotiated shall incorporate the complete and final understanding on all negotiable issues. Such agreement shall apply to all members of the bargaining unit, and shall be reduced to writing and, after ratification, signed by the parties.

Neither party in any negotiations shall have control over the selection of the negotiation representative or representatives of the other party and the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, consistent with their status as representatives of their principals.

The County agrees that three (3) members of the Association designated by the Association as negotiations representatives shall be released from duty without loss of pay or privilege or other benefit, for the purpose of attending negotiations.

ARTICLE V

ACCESS TO PERSONNEL FOLDERS

An employee shall have the right, upon 48 hours advance written notice to the County, which notice shall be given to the Department Head, to inspect his or her personnel folder and to examine any criticism, commendation, or any evaluation of work performance or any other document which has been placed in the folder and shall have the right to respond within one (1) month, in writing, to any negative statements contained therein, and such response shall be placed in the employee's folder and shall become a part of his permanent work record.

Each regular written evaluation of work performance where made, shall be made available to the employee and shall be reviewed in the employee's presence, and evidence of such review shall be the signature of the employee on the evaluation form, which shall not be construed as being in agreement with any items contained therein, and the employee shall make any responsive statement thereto as provided herein, which response shall also become a part of the evaluation.

No document of anonymous origin shall be maintained in the folder, if after investigation by the Department Head no basis for substantiation of any matter contained therein is found in the opinion of the Department Head.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### SECTION I: DEFINITION

A grievance is any dispute of an employee concerning the meaning, interpretation, or application of the terms and conditions of employment specifically set forth in the provisions of this Agreement. The term grievance and the grievance procedure set forth herein shall not apply:

1. To matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A. 11:1-1 et. seq. the Civil Service Law, and in which method of review is prescribed by law, rule or regulation;
2. To matters which involve the meaning, interpretation, or application of the provisions of this Agreement for which a method of review is prescribed by law, rule or regulation;
3. To matters where the County is without authority to act.

Immediate Superior - An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

#### SECTION II: PURPOSE

The purpose of the grievance procedure is to secure equitable solutions to the problems affecting employees arising under this Agreement.

The parties agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint, shall it be reduced to writing and submitted as a grievance.



## GRIEVANCE PROCEDURE

Continued

### SECTION III: PROCEDURE

An aggrieved employee must file his grievance in writing with his immediate superior within ten (10) work days of the occurrence of the matter complained of, or within ten (10) work days after he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance, except where good cause is shown for non-compliance with aforesaid time limit.

Step 1: Once timely filed, the aggrieved employee shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily, or if no resolution is made within fifteen (15) work days by the immediate superior, the employee may present his grievance to the Advisory Board of the County Health Department. The procedure and the time limit for resolution at that level shall be the same as that discussed above for the immediate superior.

Step 2: In the event there is no satisfactory resolution of the grievance at Step 1 or a decision rendered within the time allowed, the aggrieved employee may appeal to the Board of Chosen Freeholders within ten (10) work days thereafter. Where an appeal is filed with the Board of Freeholders, the grievant shall file:

1. Copy of the written grievance discussed above.
2. A statement of the results of prior discussions thereon, and a statement of the decision below, and
3. A statement of the grievant's dissatisfaction with such results.

If the grievant in his appeal to the Board does not request a hearing, the Board may consider the appeal on the written record

## GRIEVANCE PROCEDURE

(Continued)

submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional materials are requested by the Board, copies thereof shall be given to the aggrieved employee who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Board, a hearing shall be held.

The Board shall make a determination within twenty (20) work days from the receipt of the grievance and shall give written notification to the aggrieved employee, his representative if there be one, and other parties, if any, of its determination. This time period may be extended by mutual agreement of the parties.

Step 3: In the event the Association is not satisfied with the Board's determination of the grievance then the Association may take the matter to Civil Service or P.E.R.C., whichever is applicable for a hearing. The decision of the Civil Service hearing shall be final and binding on both parties. Any decision of an arbitrator appointed by P.E.R.C. shall be advisory only.

SECTION IV. In the presentation of a grievance, an employee shall have the right to present his appeal or to designate a representative to appear with him at any step in his appeal. An employee is entitled to be represented by an attorney of his own choosing at Step 2. Any expenses incurred by the employee shall be borne by said employee.

## ARTICLE VII

### DISCIPLINE

Discipline of an employee shall be imposed only for just cause. Discipline shall mean official written reprimand, fine, suspension without pay, reduction in grade or dismissal from service, based upon the conduct or performance of the involved employee.

In the event that an employee believes any discipline is without just cause, such action may be the subject of the grievance procedure as set forth herein, where the Civil Service Commission of New Jersey has no jurisdiction in accordance with its prevailing rules and regulations. Where, however, said Commission has jurisdiction over the subject matter of the disciplinary action any appeal by an employee concerning same must be taken to that Commission and cannot be processed through the grievance procedure under this agreement.

ARTICLE VIII

HOURS OF WORK

The parties agree that the normal work week for employees covered hereunder shall be Monday through Friday during the hours of 8:30 A.M. to 4:30 P.M. inclusive. With the mutual consent of both employer and employee the hours of work of any employee can be changed to accommodate the work schedule.

During a normal work day an employee shall be entitled to a lunch break of one hour, and a one-quarter hour break during each morning and each afternoon. Unused break time shall not be accumulated or credited.

ARTICLE IX

OVERTIME

1. An employee required to work beyond his regular work day shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's salary, figured on an hourly rate of pay for actual hours worked, or paid in compensatory time. The type of compensation shall be, when practical, agreed upon between management and employee prior to the work being done. All work beyond regular work hours shall be approved and scheduled by the Director of the County Health Department. In cases of call-outs on holidays, days off or after normal working hours due to an emergency situation, a minimum of two (2) hours time, either paid or compensatory, at time and one-half ( $1\frac{1}{2}$ ), shall be granted per call-out.

2. All compensatory time balances accumulated during November and December of the years of the contract may be carried over to the succeeding year if, due to scheduling, the employee is prevented from using accumulated compensatory time. Compensatory time earned during these two (2) months must be used by March 31 of the succeeding year.

ARTICLE X

MAINTENANCE AND MILEAGE

SECTION I:

Employees will not be required to use personal vehicles on county business. The current practice of the county in allowing employees on twenty-four hour call, living within the county, to take their county vehicles home at the end of the day cannot be changed without a discussion and agreement with union.

SECTION II:

Equipment such as hard hats, rain gear or other safety equipment required shall be provided for and maintained by the employer at no expense to the employee.

SECTION III:

The County shall provide meal reimbursement to its employees while attending meetings, conferences and training courses. Registration fees shall be borne by the County. The County shall continue its policy of paying for in-county meals when employees are attending meetings approved by the Director of the County Health Department. An employee working beyond his normal work day due to an emergency situation shall be provided meal payment by the County up to \$5.00, providing the employee presents to the Director of the County Health Department a receipt for such meals.

## ARTICLE XI

### HOLIDAYS

#### SECTION I:

Employees shall be granted the following holidays as publicly proclaimed:

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

In addition to the aforesaid holidays, also to be observed are any other legal holidays declared by the legally constituted authorities of the State or Nation.

The day after Thanksgiving shall be a paid day off for all employees. Employees who are required to work by the employer on such paid day off, due to emergencies or as dictated by past practice, shall receive compensatory time for their normal work day.

Also, any day proclaimed by the Governor as a day off for State employees or by the President as a day off for Federal employees may be observed by the County as determined by the Board of Chosen Freeholders in their sole discretion.

ARTICLE XI

HOLIDAYS

(Continued)

In the event the Board of Freeholders grants such a day off or grants in its own discretion a day off, then County employees will be paid therefor as if they had worked on said day. Employees required to work on said day, though it has been declared by the Freeholders as a day off, will receive compensatory rate for all hours worked beyond their normal day.

SECTION II:

When a holiday, as designated in Section I, falls on a Saturday, it shall be observed on the preceding Friday. When a holiday, as designated in Section I above, falls on a Sunday, it shall be observed on the following Monday.

SECTION III:

If any employee is required to work on any one of the holidays designated under Section I of the Article, he shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) his normal rate of pay for each hour worked on such holiday, in addition to his regular compensation as provided herein.



ARTICLE XII  
LEAVE OF ABSENCE

SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1¼) days per month in the first year of service, commencing in the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than pro-rated, any unearned sick leave shall be charged first against other leave, otherwise the per diem rate of pay for the unearned days shall be deducted from the employee's final pay check. Thereafter, sick leave shall accumulate from year to year, with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

Days lost due to injury or illness arising out of or in connection with County employment for which the employee has a claim from Workmen's Compensation shall not be charged to sick leave. The employee shall receive full pay from the County during this time, and all monies received by the employee from Workmens' Compensation during the absence from work shall be turned over to the County Treasurer's office.

Paid holidays or paid days off occurring during a period of sick leave shall not be chargeable to sick leave.

PERSONAL LEAVE

All employees herein shall receive four (4) days leave for

ARTICLE XII  
LEAVE OF ABSENCE

(Continued)

personal business non-accumulative unless prevented by the employer due to exigencies of the work from taking them, in which case they are to be carried over into the next calendar year.

MILITARY LEAVE

Military Leave shall be granted in accordance with Civil Service regulations.

BEREAVEMENT LEAVE

All employees shall receive five (5) consecutive working days leave in the event of the death of a spouse, child, step-child, ward, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandparent (of employee or spouse), grandchild (of employee or spouse), parent, step-parent, father-in-law, mother-in-law, and any other member of the immediate household. This leave is separate and distinct from any other leave time.

LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be requested by an employee who shall submit all facts bearing on the request to the Department Head, who shall transmit such requests to the County, which will consider the request and advise the employee in writing of the decision thereon. Failure of the County to grant such leave of absence shall not be grievable as the decision to grant or deny such leave is solely within the County's discretion.

ARTICLE XII

LEAVE OF ABSENCE

(Continued)

VACATION LEAVE

All employees shall be granted vacation leave based on the following, from date of hire:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
1st year	1 day per month to end of calendar year hired
1st through 7th years	12 days per year
8th through 10th years	16 days per year
11th through 15th years	21 days per year
16th through 20th years	26 days per year
21 years and over	26 days per year, plus one (1) additional day for each year over 21 years

An employee shall submit requests for vacation time no later than May 15 of each year, with first and second choices. Vacations shall be scheduled on the basis of seniority. By October 15 of each year an employee may elect to carry over 1/3 of his vacation time. This request must be made in writing to the Director of the County Health Department, who may elect in writing to grant or reject the request.

SICK OR BEREAVEMENT DURING VACATION

If an employee is on vacation, and becomes ill during that time, not allowing him to continue his vacation, and can provide a doctor's proof of such illness, or should a death in the family occur in accordance with the provisions of the bereavement leave paragraph contained in this contract, then that time may be changed to sick and/or bereavement leave, as applicable, and his vacation leave shall be reinstated.

ARTICLE XIII

HEALTH BENEFITS

Current hospital, medical and surgical insurance benefits shall be provided to each employee by the County at the sole expense of the County, and which shall include Blue Cross, Blue Shield coverage with Rider J and Major Medical benefits.

The County shall also pay the monthly medicare premium for each employee and his or her spouse over the age of 65 years.

The County further agrees to grant to all employees covered hereunder any and all other medical (including optical and dental) benefit plans, or prescription drug plans, granted to any other County employee group or association, during the term of this agreement on the same terms and conditions as granted to such other employee group or association.

The County reserves the right to change hospital, medical and surgical insurance carriers provided that substantially similar benefits are continued to be provided to the employees covered hereunder thereby. Further, the County agrees that in the event any committee or other group is impaneled by the County to investigate the possibility of changing hospital, medical and surgical insurance carriers, that a representative of this employee unit shall be included on such committee.

In addition, effective January 1, 1981, the employer agrees to provide, on a contributory basis from the employer and employee, New Jersey State Temporary Disability Insurance.

ARTICLE XIV

SALARY

The salary ranges set forth below shall be established for employees covered hereunder for the years 1985 and 1986.

	<u>Public Health Investigator</u>	<u>Sanitary Inspector Trainee</u>	<u>Sanitary Inspector</u>	<u>Senior Sanitary Inspector</u>	<u>Principal Sanitary Inspector</u>
Base	\$12,434.00	\$13,049.00	\$17,354.00	\$19,130.00	\$21,085.00
1.	13,049.00	13,664.00	17,969.00	19,808.00	21,832.00
2.	13,664.00	14,279.00	18,584.00	20,486.00	22,579.00
3.	14,279.00	14,894.00	19,199.00	21,164.00	23,326.00
4.	14,894.00	15,509.00	19,814.00	21,842.00	24,073.00
5.	15,509.00	16,124.00	20,429.00	22,520.00	24,820.00
6.	16,124.00	16,739.00	21,044.00	23,198.00	25,567.00
7.	16,739.00	17,354.00	21,659.00	23,876.00	25,926.00
8.	17,354.00	17,969.00	22,274.00	24,554.00	27,061.00
9.	17,969.00	18,584.00	22,889.00	25,232.00	27,808.00
10.	18,584.00	19,199.00	23,504.00	25,910.00	28,555.00
11.	19,199.00	19,814.00	24,119.00	26,588.00	29,302.00
12.	19,814.00	20,429.00	24,734.00	27,266.00	30,049.00
13.	20,429.00	21,044.00	25,349.00	27,944.00	30,796.00
14.	21,044.00	21,659.00	25,934.00	28,622.00	31,543.00
15.	21,659.00	22,274.00	26,549.00	29,300.00	32,290.00
16.	22,274.00	22,889.00	27,164.00	29,978.00	33,037.00
17.	22,889.00	23,504.00	27,779.00	30,656.00	33,784.00

1. Effective January 1, 1985 John VanNuys and John LaRue shall be placed at Step 10 of the Principal Sanitary Inspector's scale.

Todd Woerner shall be placed at Step 11 of the Senior Sanitary Inspector's scale.

ARTICLE XIV

SALARY

(Continued)

Bob Vaccarella shall be placed at Step 1 of the Sanitary Inspector Trainee until such time as he receives his Sanitary Inspector's First Grade license, at which time he shall be promoted to Sanitary Inspector and his salary shall be at base on the Sanitary Inspector's scale.

2. 1986 - Each employee covered by this contract shall be advanced two (2) steps on the appropriate scale as of January 1, 1986.

3. During the course of the contract any employees hired at a salary higher than base on any salary scale, said employee's salary shall be negotiated with the Sanitary Inspectors Association.

ARTICLE XV  
GENERAL PROVISIONS

SECTION I:

This Agreement constitutes the complete and final understanding and resolution by the parties on all negotiable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

SECTION II:

If any provisions of this Agreement or application of this Agreement to any employee or employees, covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected hereby and shall continue in full force and effect.

SECTION III:

When used in this Agreement, terms of the masculine gender shall be deemed to include the feminine gender and vice versa, unless a different interpretation is clearly intended from the context in which such term is used. Singular words shall be deemed to include the plural, and vice versa, unless a different interpretation is clearly intended from the context in which such terms are used.

ARTICLE XV  
GENERAL PROVISIONS  
(Continued)

SECTION IV:

The County shall provide the Association a copy of the minutes of each meeting of the Board of Freeholders upon preparation.



ARTICLE XVI

PRINTING

Copies of this Agreement shall be made available to the Sanitary Inspectors Association for distribution to all members of the negotiating unit. The expense for printing this Agreement shall be pro-rated for both parties. However, the Association shall have the right to, at its own cost, reproduce this Agreement for its membership in the event a copy for each negotiating unit member is not provided by the County as described above.

ARTICLE XVII  
TERM OF AGREEMENT

This Agreement shall be effective from and after January 1, 1985 and retroactive thereto, and shall continue in full force and effect until December 31, 1986, both dates inclusive, and until a successor agreement is signed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Borough of Flemington, County of Hunterdon, New Jersey, on this 31 day of December, 1984.

Joseph H. Portanty 1/5/85  
Witness

COUNTY OF HUNTERDON

BY: A. Robinson

Carene A. Bodine  
Witness

HUNTERDON COUNTY SANITARY  
INSPECTORS ASSOCIATION

BY: John C. LaRue, Pres.