

2-0205

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BOARD OF FREEHOLDERS
HUNTERDON COUNTY, N.J.

SECRET

January 4, 1977.

Mrs. Dolores Gimson, Clerk,
Board of Chosen Freeholders,
Administration Building,
Flemington, New Jersey. 08822.

Re: Addendum to
Sanitaricians Contract.

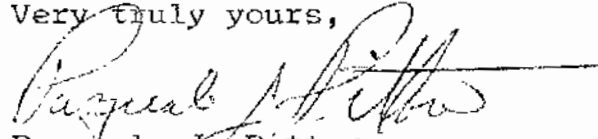
Dear Mrs. Gimson:

This is to certify that the Hunterdon County
Sanitary Inspectors Association agrees to change the
word "Board" to "Committee", Page 2, Section III, Step
I of the approved contract signed 10/22/76.

The change has already been approved by the Board
of Freeholders as stated in their minutes of the October
26, 1976 meeting, page 260.

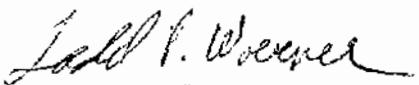
This is being done at the request of the former
Clerk, Mrs. Mortimer, so that the final contract can be
forwarded to P.E.R.C.

Very truly yours,


Pasquale J. Pittore,
Secretary.

PJP/w.

Attest:


Todd P. Woerner,
Acting President.

PREAMBLE

This agreement made and entered into this 22nd day of October 1976, by and between the Board of Chosen Freeholders, County of Hunterdon, a County Government of the State of New Jersey, hereinafter referred to as the County, and the Hunterdon County Sanitary Inspector's Association, hereinafter referred to as the Association, is the final and complete understanding between the County and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the County and the Association.

ARTICLE I - RECOGNITION AND SCOPE

Section I: The County hereby recognizes the Association as the sole and exclusive representative of all presently employed full time permanent employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer - Employee Relations Act (N.J.S.A. 34:13A et seq.) concerning salary, hours of work and other terms and conditions of employment in the negotiating unit described below:

Senior Sanitary Inspector
Sanitary Inspector

Section II: Unless otherwise indicated, the terms "employee" or "employees" when used in this agreement refers to all persons represented by the Association in the above-defined negotiating unit. The unit placement of any new employees and their salaries shall be the subject of negotiations between the parties.

ARTICLE II - 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 this 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 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 of the United States.

ARTICLE III - 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.

Section III. Procedure

An aggrieved employee must file his grievance in writing with his immediate superior within ten (10) calendar days of the occurrence of the matter complained of, or within ten (10) calendar 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.

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) calendar 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
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 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) 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. The decision of the Board shall be final and binding.

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 IV - SALARIES

Each employee presently covered by this Agreement shall have his annual salary adjusted as shown on the following schedule with each employee's actual gross annual salary for 1976 and 1977 determined as the amount indicated under the column headings entitled "Total 1976" and "Total 1977". Employees shall be paid at the applicable annual rates for the portion of each calendar year as shown in the schedule hereinafter set forth on page 4.

	Annual Rate of pay for the period Jan. 1 - June 30, 1976	Annual Rate of pay for the period July 1 - Dec. 31, 1976	Total 1976	Annual Rate of pay for the period Jan. 1 - June 30, 1977	Annual Rate of pay for the period July 1 - Dec. 31, 1976	Total 1977
Pasquale Pittore	\$12,386.00	\$13,737.00	\$13,311.00	\$14,638.00	\$15,122.00	\$14,380.00
Todd Moerner	\$12,386.00	\$13,737.00	\$13,311.00	\$14,638.00	\$15,122.00	\$14,380.00
John LaRue	\$14,656.00	\$15,624.00	\$15,140.00	\$16,631.00	\$17,183.00	\$16,907.00
John VanNuy	\$14,656.00	\$15,624.00	\$15,140.00	\$16,631.00	\$17,183.00	\$16,907.00

ARTICLE V - OVERTIME

An employee required to work beyond his regular work day shall be compensated at the rate of time and one-half (1½) the actual hours worked, payable in compensatory time only. All compensatory time shall be approved and scheduled by the Director of the County Health Department and shall not be allowed to accumulate in excess of fourteen (14) hours. 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 of compensatory time, at time and one-half (1½) shall be granted per call out.

ARTICLE VI - HOLIDAYS

Section I. Employees shall be granted the following holidays as publicly proclaimed:

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

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

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.

In the event the Board of Freeholders grants such 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 time for their normal workday and their normal compensatory overtime 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 preceeding 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 twelve (12) holidays designated under Section I of the Article, he shall be paid at the rate of time and one-half (1½) his normal rate of pay for each hour worked on such holiday.

ARTICLE VII - LEAVES

Section I. 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.

Section II. 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 appropriate on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the employees final paycheck. 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 caused by County employment for which the employee has a claim from Workmens' 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 occurring during a period of sick leave shall not be chargeable to sick leave.

Section III. Vacation

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
1 through 7 years	12 days per year
8 through 11 years	15 days per year
12 through 17 years	20 days per year
18 through 19 years	25 days per year
20 years and over	25 days per year, plus one additional day for each year over 20 years.

Employees 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.

Section IV. Personal Leave

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

Section V. Breaks

Each employee herein represented shall be entitled to one fifteen (15) minute break for each half-day period of work (morning and afternoon). Unused break time shall not be credited or accumulated.

ARTICLE VIII - MEDICAL BENEFITS

All employees and eligible dependents shall be covered by Blue Cross, Blue Shield, Rider J and Major Medical at the expense of the Employer. The County shall also pay the monthly Medicare premiums for each employee and employee's spouse over sixty-five (65) years of age. The Employer also agrees to grant to all employees covered under this agreement any other medical, dental, or prescription plans granted to other County Employee groups during the terms of this agreement (on the same terms and conditions granted to such other employee groups).

ARTICLE IX - EMPLOYEES EXPENSES & EQUIPMENT

Section I. Mileage

Employees required to use personal vehicles in the pursuit of proper and necessary County business shall be reimbursed during 1976 at the rate of seventeen cents (17¢) per mile, with an adjustment to increase the 1976 rate to a limit of eighteen cents (18¢) per mile by the percent of increase in the cost per gallon of gasoline to the County over the period January 1, 1976 to December 31, 1976 applied to seventeen cents (17¢), which adjustment shall be reimbursed to employees after January 1, 1977. During 1977 the employees shall be reimbursed at the rate which has been established pursuant to the foregoing formula as of January 1, 1977 with an adjustment to increase the 1977 rate to a maximum of eighteen cents (18¢) per mile by the percent of increase in the cost per gallon of gasoline to the County over the period January 1, 1977 to December 31, 1977 applied to the January 1, 1977 rate, which adjustment shall be reimbursed to the Employees after January 1, 1978.

Section II. Special Equipment

Equipment such as hard hats, rain gear or other safety equipment required,

Section III. Meals & Other Expenses

The County of Hunterdon shall continue to 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 workday due to an emergency situation shall be provided a meal payment by the County up to \$3.25 in value, providing the employee presents to the Director of the County Health Department, a receipt for such meals.

ARTICLE X - WORK WEEK AND HOURS OF WORK

The normal work week for employees covered under this agreement shall be from 8:30 a.m. to 4:30 p.m., Monday through Friday.

ARTICLE XI - 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 XII - DURATION

This agreement shall be in full force and effect as of the 1st day of January, 1976, and shall remain in full force and effect through the 31st day of December, 1977. If either party desires to modify or terminate this Agreement, it must, no later than July 1, 1977, give written notice of its intention. In the event no such notice is received by July 1, 1977, this Agreement shall continue in effect from year to year after Dec. 31, 1977 subject to modification or termination by either party upon written notice given prior to any succeeding year.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals the day and year first above written.

ATTEST:

[Signature]
Secretary to the Freeholder Director

Board of Chosen Freeholders
Hunterdon County

[Signature]
Freeholder Director

ATTEST:

[Signature]
Secretary

Hunterdon County Sanitary
Inspectors Association

[Signature]
Association President