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12-25

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE, *Township of*

AND

WOODBRIDGE TOWNSHIP HEALTH

INSPECTORS ASSOCIATION

X 1982

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ARTICLE I

PREAMBLE

THIS AGREEMENT entered into by the Township of Woodbridge, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "EMPLOYER", and the "WOODBRIDGE TOWNSHIP INSPECTORS' ASSOCIATION, hereinafter known and designated as the "UNION", has as its purpose the prescription of the legitimate rights of those municipal employees who are members of the Union, and to provide orderly and peaceful procedures for presenting employee grievances and proposals, and to protect the rights of the public of the Township of Woodbridge.

ARTICLE II

RECOGNITION

A. The Employer hereby recognizes the Union as the representative of the Health Inspectors of the Division of Environmental Health who have elected to be represented by the Union for the purpose of presenting and making known to their Division Head or such person as may be designated by the Mayor, their grievance and proposals.

B. It is further provided that any Health Inspector shall have the right at any time to present his own grievance or proposal and to have a Union representative present at the Health Inspector's request.

ARTICLE III

NON-DISCRIMINATION

The Employer agrees that it will not discriminate against an Inspector because of activities as a member of the Union. There shall be no discrimination against any Health Inspector because of race, color, religious creed, national origin, political affiliation, sex, or Union affiliation.

ARTICLE IV

UNION BUSINESS

A. The business agent or his representative, or any officer of the Union, shall have admission to the Employer's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Division Head for permission to visit, which permission shall be reasonably granted, it being understood, however, that such representative shall not, in any way, interfere with the working of the Division during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby to the Employer.

B. The Union shall notify the Employer annually or after any election of the Names and Titles of any elected officers of the Union.

ARTICLE V

GRIEVANCE PROCEDURE

A. It is hereby agreed that the Employer has the right to discharge for just cause. The Employer agrees to advise the Union of any such discharge and the reason therefor at the time of such action. Such discharge shall conform to Civil Service procedures.

B. A grievance within the meaning of this agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours, and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement.

Step 1. Any aggrieved Health Inspector shall present his grievance within five (5) working days of its occurrence or such grievance will be deemed waived by the Union and the Inspector.

Step 2. In the event of such grievance, the steps hereinafter set forth shall be followed;

The Health Inspector shall take up the complaint with the Director of Environmental Health. In the event the complaint is not satisfactorily settled within three (3) working days, the Inspector shall sign a written complaint and forward the grievance to the next step in the procedure.

Step 3. The Union representative and the Director of Environmental Health or any such designated person shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to the next step by either of the parties upon notice to the other party.

Step 4. If the foregoing steps do not effect a settlement of the grievance, either party may refer the dispute to the Grievance Committee.

The Grievance Committee shall consist of:

- (a) the business agent of the Union;
- (b) Director of Environmental Health;
- (c) Head of the Department of Health.

The Grievance Committee shall meet within seven (7) days of the receipt by it of the written grievance, and shall promptly convene to consider the grievance. The committee may hold hearings, and gather any information necessary for a decision. If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is not unanimous, then the Union members and the Health Inspector members of the Grievance Committee shall submit separate written reports to PERC arbitration. The decision of PERC Arbitration shall be final and the Inspectors shall have no further right of administrative appeal. Any fees shall be equally borne by both parties.

C. It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance procedures of this agreement. Therefore, the

Employer agrees that it will not lock out its Health Inspectors and the Union agrees that they will not strike, slow down, or cause a slow down or engage in any work stoppage during the term of this Agreement. Any Inspector who violates the terms of this section shall be subject to discharge.

ARTICLE VI

SENIORITY

A. Newly hired Health Inspectors shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. Such Inspectors may, during their trial period, be terminated at any time during said period, without recourse whatsoever.

B. Upon completion of the probationary period, such inspector's seniority shall be effective as of the original date of employment.

C. Seniority shall mean the length of continuous service with the Employer regardless of capacity or classification.

D. In the event of layoff, seniority shall prevail, unless discharged for cause. It shall be the Employer's policy to place promotions on the basis of Inspector's ability, fitness and seniority, and Civil Service certification. It is the intention of the Employer to fill vacancies from within the Department before hiring new Health Inspectors, provided Inspectors are available with the necessary qualification and ability to fill the vacancy. Any dispute arising under this section to be subject to the grievance machinery.

E. A Health Inspector shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignations;
- (b) Discharge for just cause;
- (c) Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.

F. Notice of all job vacancies shall be posted on all bulletin boards within the Department. Said notice shall include the wage range.

G. A Health Inspector recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, whichever is the higher.

H. Any notice of re-employment to a Health Inspector who has been laid off shall be made by registered or certified mail to the last known address of such laid off Inspector.

I. Seniority shall prevail in all work assignments in each classification. When there are more Health Inspectors in each classification than required, the most senior inspector in this classification shall be assigned to perform the duties required.

Where an Inspector in his respective classification has no service to perform and is required to work in another classification, he shall be assigned to the classification for which the pay is the greatest and an opening exists.

J. When overtime is required or work is required on any premium day, such work shall be rotated among the qualified Inspectors.

ARTICLE VII

HOLIDAYS

Each employee shall be entitled to fourteen (14) paid holidays per year, as follows:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday (3rd Monday in February)

Good Friday

Memorial Day (Last Monday in May)

Independence Day

Labor Day

Columbus Day (2nd Monday in October)

Election Day (General Eléction)

Veteran's Day

Thanksgiving Day

Christmas Day

Employee's Birthday

Labor Day Holiday shall consist of three (3) consecutive days, commencing the preceding Saturday, Sunday, and Labor Day, or if an Employee must work on the Saturday preceding Labor Day, said Employee shall be entitled to Sunday, Labor Day, and Tuesday off as holidays; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If said holiday falls on a Sunday, it shall be observed on the Monday following. If an Employee's birthday falls on a holiday or on a Saturday or Sunday, then the Employee shall be entitled to the birthday holiday off as follows:

1. If the birthday falls on a Saturday, then the Employee shall take the preceding Friday off.

2. If the birthday falls on a Sunday, then the Employee shall take the following Monday off.
3. If the birthday falls on a Holiday, from Monday through Friday, then the Employee shall take the day before or the day after the birthday off.

ARTICLE VIII

VACATIONS

The following vacation schedule will prevail:

1 year to 5 years of service...12 days vacation with pay.
5 years to 10 years of service...15 days vacation with pay.
10 years to 15 years of service...18 days vacation with pay.
15 years to 20 years of service...20 days vacation with pay.
20 years to 25 years of service...28 days vacation with pay.
25 years of service or over30 days vacation with pay.

An Employee may apply for his vacation at any time during the twelve (12) months preceding the date of his proposed vacation. If two (2) or more employees apply for the same vacation date at the same time, any conflict in scheduling shall be resolved on the basis of seniority. Vacation time not used in any one (1) year must be used in the next vacation year.

ARTICLE IX

LEAVES OF ABSENCE

In the year in which the Employee is hired, he or she is entitled to one (1) day per month sick leave for the number of months worked in that particular year. Commencing January 1st of the following year, an employee shall be entitled to fifteen (15) days per year sick leave, notwithstanding the number of months worked in the previous year. Said days shall be accumulative. Paid sick leave time may be used by an employee if a member of his family is seriously ill or has been seriously injured, thereby requiring the employee to remain at home so as to assist the family member. The word "family" is spouse, children, brothers, sisters, mother or father, living in the immediate household. Such sick time shall not be greater than that which is specified in Civil Service Rule, Article 4.1-17.50.

Regardless of the amount of paid sick leave to which a permanent employee may be entitled, where the nature of his non-occupational related illness or injury, required an extended period of absence, he shall be granted a leave of absence without pay for a period of up to six (6) months, as needed, and may be extended as required upon the advise of a physician for additional periods thereafter, subject to the employer's approval. All approvals beyond the first six (6) month period must be approved by the Municipal Council.

ARTICLE X

PERSONAL DAYS

- A. Three (3) days per year.
- B. Cannot be accumulative.
- C. Cannot be consecutive.
- D. Cannot be used as vacation days; are to be used for personal business only and at the discretion of the supervisor.
- E. Request must be made in writing to the supervisor forty-eight (48) hours in advance, except in case of an emergency where under such circumstances the forty-eight (48) hour advance notice is not required. However, the supervisor must be advised as to the nature of the emergency.
- F. Employees on leave of absence or who terminate during the year are not entitled to Personal Days, other than those earned.
- G. Cannot be used in conjunction with holidays or vacation days.
- H. New employees must complete four (4) months of continuous service to be eligible for personal days.
- I. Earned one (1) every four (4) months.

ARTICLE XI

DEATH IN FAMILY

In the event of death of a member of the employee's immediate family, the employee shall be granted five (5) consecutive days absence with pay. Said absence shall not be accumulative and must be used in conjunction with the death in the family. The employee's spouse, children, brothers, sisters, mother, father, grandfather, grandmother, grandchild, mother-in-law and father-in-law shall constitute the employee's immediate family. In the event of death of an employee's brother-in-law or sister-in-law, the employee shall be granted three (3) consecutive days absence with pay.

If a weekend or holiday is included in the consecutive days off, then the employee shall be entitled to an additional work day so that the net result would be that the employee receives an appropriate number of working days off.

ARTICLE XII

DISCIPLINE

No employee shall be disciplined except for just and proper cause:

A. In any instance where an employee is subject to disciplinary action which would result in lost time, such disciplinary action shall not be implemented for at least three (3) working days subsequent from the day when the incident occurred. During these three (3) days the Employer and Employee shall confer in an attempt to resolve the matter. Such procedure is not applicable in circumstances where the employee has been charged with:

- (1) Incapacity due to mental or physical disability;
- (2) Intoxication while on duty;
- (3) Disorderly or immoral conduct;
- (4) Where violence and/or the health and safety of other employees or employer may be involved;
- (5) Serious neglect of duty.

In the event of a suspension in excess of five (5) working days or in the event of a termination, the employee shall be entitled to notice and a hearing. At any such disciplinary hearing, the employee may be represented by the Steward, the local Union President, or designee and a council representative.

In the case of a suspension of five (5) working days or less, or a lesser disciplinary action, the employee may grieve the action through the Grievance Procedure as set forth herein.

The Union may elect to appeal the matter to arbitration provided that such an appeal is joined by the Employee in writing. The election of this procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service Procedure.

In the event the Employee involved elects the Civil Service Procedure, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal the matter to arbitration.

B. The person initiating any such charges shall not be the presiding officer at the disciplinary hearing.

ARTICLE XIII

HOURS OF WORK

A. The work week shall be from Monday through Friday. All hours worked beyond eight (8) hours in any one day or forty (40) hours in any week shall be paid at the rate of time and one-half. During the summer months, beginning the first Monday in June, and ending with the Friday before Labor Day, the hours shall be 8:30 a.m. to 4:30 p.m., so far as practicable, an employee's work day shall not be changed without reasonable notice.

B. On any weekend wherein an Inspector shall be on call, the Inspector shall receive the sum of \$ 125.00 for said time regardless of the number of calls received.

On call, when performed on a recognized holiday, will be compensated for with a flat fee of \$ 70.00, regardless of the number of calls received.

On call, when performed Monday through Friday evenings, will be compensated for with a flat fee of \$ 46.00 per evening regardless of the number of calls received.

ARTICLE XIV

SALARIES

A. All employees covered by this agreement shall receive a 8.5% wage increase retroactive to January 1, 1982.

B. All new employees shall be hired at the minimum rate for their classification. As set forth in Appendix A, unless they have at least two (2) years experience as a Health Inspector in the State of New Jersey, in which case they may receive the salary of Step 2.

C. All new employees shall receive an increase to Step 2 after six (6) months employment. Any employee starting at Step 2 shall receive no increase at this time. It shall be the obligation of the Director of Health to request the raise to Step 2.

D. After one (1) year service all Health Inspectors shall receive the maximum salary for their range. It shall be the obligation of the Director of Health to request the raise to maximum.

E. Raises to Step 2 or maximum can be delayed up to six (6) months at the request of the Director of Health. The Director of Health must notify both the employee and the Business Administrator of his intentions to withhold the raise to an employee in writing at least three (3) weeks prior to the date such raise is due. The Director must also state his reasons for this action.

ARTICLE XV

LONGEVITY PLAN

The employer agrees to pay, as a fringe benefit, the following longevity plan:

- 1½% of base yearly salary for 5 to 10 years of service.
- 3% of base yearly salary for 10 to 15 years of service.
- 4½% of base yearly salary for 15 to 20 years of service.
- 6% of base yearly salary for 20 to 25 years of service.
- 7½% of base yearly salary for 25 years and over of service.

The employer agrees to pay this longevity pay to all members of the Union. It shall be paid in a lump sum amount prior to the Christmas Holidays.

The employer agrees to pay prorated longevity to any employee so entitled who terminates in good standing during the year.

ARTICLE XVI

MATERNITY LEAVE

Maternity leave shall be granted only to employees on permanent civil service status. An employee may first utilize accumulated unused sick leave, and, if necessary, shall be placed on unpaid leave of absence for the remainder of the required time.

ARTICLE XVII

JURY DUTY

If an employee is required to serve on jury duty and such duty requires his presence beyond noon, he shall receive a full day's pay for each day of jury duty. If the employee is dismissed from jury duty before noon, he shall immediately report for work and shall receive a full day's pay.

ARTICLE XVIII

ARMED FORCES

An employee who is a member of the Armed Forces shall be granted such leave of absence for military service as is required by and in accordance with applicable State and Federal Law.

ARTICLE XIX

GENERAL PROVISIONS

Bulletin boards will be made available by the employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, but not to discuss matters which are a grievance.

No rights, privileges or benefits currently in effect for the employees shall be reduced or terminated during the period of this Agreement.

This Agreement shall not prevent the employees covered by the Agreement from receiving any general fringe benefits awarded the employees of the Township by legislative action of the Municipal Council during the period of the Agreement.

There shall be established a safety and health committee consisting of three (3) representatives of the Employer and three (3) representatives of the Union, to meet from time to time upon the request of either party to discuss matters of health and safety.

Any employee working in an acting capacity in a job level higher than his own shall be paid the rate of the higher job for all of the time spent for working in the higher job, subject

to the following:

- a. That said Employee's job assignment to the higher job level must be in writing and approved by the Business Administrator.
- b. That said assignment must be for at least one (1) week.

ARTICLE XX

MANAGEMENT RIGHTS

The Employer shall have the right to determine all matters concerning the management or administration of the various departments of the Township, the right to direct the working force, to hire employees, to eliminate jobs and to determine the number of employees needed for specific job assignments, except to the extent that these rights are specifically modified or limited by either this agreement or by statute.

The Employer further reserves the right to control by way of a separate rule and/or regulation, in writing, the employees' use of Township vehicles, more specifically, controlling the use of said vehicles so that the cost of operating same will be minimized.

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Union before they are established, as same as provided for by statute. However, this provision shall not apply to any rules which have been held or may be held by the courts not to be subject to negotiation.

ARTICLE XXI

NO STRIKE CLAUSE

The Union shall not instigate, call, engage in, or advocate the direct sanction of a strike, work stoppage, mass absenteeism, or any other form of reprisal which will interfere with the provision of Township's services to the community.

ARTICLE XXII

PAYMENT OF SICK LEAVE ON RETIREMENT

At the time of death or retirement, the employee shall be entitled to payment for all accumulated unused sick leave, to be paid at the rate of one-half (1/2) of the rate of pay in effect on the date of retirement or death, up to a maximum of Twelve Thousand (\$12,000.00) Dollars. All vacation time must be used prior to retirement in order to be eligible to receive sick leave payment except when approved by the Business Administrator upon recommendation of the Department Head for reasons of Township business.

ARTICLE XXIII

DENTAL, PRESCRIPTION, AND OPTICAL PLANS

A. No medical, health or dental rights, privileges or benefits currently in effect for employees shall be reduced or terminated during the period of this Agreement.

B. The Township shall provide a dental plan for employees and their dependents, to be effective January 1, 1980, the same as provided for other Township employees.

C. The Employer agrees to provide a \$ 2.00 co-pay prescription plan for employees and their dependents. All employees will be issued a prescription card as soon after January 1, 1982 as possible. .

D. The Employer agrees to provide optical insurance for employees and their dependents.

E. For the purpose of this Article, dependent shall be defined to include only spouse and unmarried children in accordance with past practice.

F. The Employer reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XXIV

TEMPORARY DISABILITY BENEFITS

The Employer agrees to provide Union members with temporary disability benefits, equal to the New Jersey State Disability Plan, at no cost to the employee.

ARTICLE XXV

TUITION REIMBURSEMENT

A. Full-time regularly scheduled bargaining unit employees shall receive reimbursement for furthering their education by pursuing after hours studies in school, college or university or other recognized institution. Courses chosen by the employees must benefit both the employee and the Employer. Prior approval for course shall be given by the Business Administrator.

B. Employees will receive twenty-five (\$25.00) dollars per credit refund upon completion of course with a passing grade.

C. Participating employees shall be allowed a maximum of fifteen (15) credits per year.

D. Part-time employees shall not be eligible to receive this benefit.

E. The employer shall reimburse the bargaining unit employee for the credits as set forth in this Article within thirty (30) days of the presentment to it of the grades of the employee. Time may be extended with mutual consent.

F. Payment of reimbursement money shall be issued in a separate check and without any deductions for withholding taxes, Social Security taxes and the like.

G. With mutual consent, nothing set forth herein shall

effect the existing practice whereby employees, from time to time, are requested by management to take certain courses at Township expense. Nothing set forth herein shall effect the existing practice of in-service training whereby the Employer, from time to time, provides seminars and workshops.

ARTICLE XXVI

DURATION

This Agreement shall be effective as of the 1st day of January, 1982, and shall remain in full force and effect until the 31st day of December, 1982. It shall be automatically from year to year thereafter until either party shall notify the other in writing sixty (60) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 29th day of January, 1982

FOR THE EMPLOYER:

Attest:

Joseph V. Valent

FOR THE UNION:

Attest:

John A. Rapp

TOWNSHIP OF WOODBRIDGE

By

Joseph DeMarino
JOSEPH DEMARINO, MAYOR

WOODBIDGE TOWNSHIP HEALTH

INSPECTORS ASSOCIATION

By

Stephen A. Sitar

APPENDIX A

SALARIES

1982

Start

6 months

Maximum

\$ 12,803

\$ 14,973

\$ 18,498