

1976

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THIS AGREEMENT made and entered into this 7<sup>th</sup> day of September, 1976, by and between the TOWNSHIP OF WOODBIDGE, a Municipal Corporation of the State of New Jersey, hereinafter known and designated as the "EMPLOYER" and the WOODBIDGE TOWNSHIP HEALTH INSPECTORS' ASSOCIATION, hereinafter known and designated as the "UNION."

W I T N E S S E T H

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees who are Health 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 in the Township of Woodbridge.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I. RECOGNITION.

Section 1. 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.

Section 2. It is further provided that any individual Health Inspector shall have the right at any time to present his own

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grievance or proposal. 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 II. HOURS OF WORK.

Section 1. 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.

On any weekend wherein an Inspector shall be on call, the Inspector shall receive the sum of \$65.00 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 \$25.00, regardless of the number of calls received.

On call, when performed Monday through Friday evenings, will be compensated for with a flat fee of \$15.00 per evening regardless of the number of calls received.

ARTICLE III. HOLIDAYS.

The present Township holiday schedule in effect and policies contained therein is to be applied to all of the Health Inspectors in accordance with past practice.

ARTICLE IV. VACATIONS.

The Employer and the Union agree that the present Township policies in effect shall continue during the period of this contract.

ARTICLE V. SICK LEAVE.

Section 1. Inspectors to receive fifteen (15) days sick leave per year after one (1) year's service, with pay.

Inspectors with less than one year's service to receive one (1) day of sick leave per month of service, with pay, from the day of regular employment up to and including December 31 next. Following day of appointment and fifteen (15) days sick leave, with pay, for each calendar year thereafter. During the first three (3) months of employment, Inspectors may accumulate but not take sick leave.

All unused sick leave days to be accumulated and credited to Inspectors. Upon retirement, the Inspector shall be entitled to receive paid up coverage for the Inspector and his family in the full medical, surgical, hospital and/or major medical program currently in effect for Township Health Inspectors at the time of termination for one (1) year for each fifteen (15) days accumulated and unused sick leave.

Section 2. After one (1) year's service, Inspectors shall be entitled to not more than three (3) days for emergency and/or business reasons without loss of pay, provided at least one (1) day's notice is given in writing and that such emergency absence shall be granted one (1) day at a time.

Section 3. If, at any time, during the term of this contract, the State allows Health Inspectors to be covered by a State Unemployment Compensation Act, the Inspectors covered by this contract shall be entitled to the full amount allowed by the above-referred act.

ARTICLE VI. DEATH IN THE FAMILY.

The Employer and the Union agree that the present Township policies in effect shall continue during the period of this contract.

ARTICLE VII. SENIORITY AND PERMANENT EMPLOYEE SECURITY.

Section 1. 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.

Section 2. Upon completion of the probationary period, such Inspector's seniority shall be effective as of the original date of employment.

Section 3. Seniority shall mean the length of continuous service with the Employer regardless of capacity or classification.

Section 4. 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.

Section 5. 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.

Section 6. Notice of all job vacancies shall be posted on all bulletin boards within the Department. Said notice shall include the wage range.

Section 7. 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.

Section 8. 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.

ARTICLE VIII. NON DISCRIMINATION.

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

ARTICLE IX. MAINTENANCE OF EXISTING CONDITIONS.

No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the Division of the Employer. This section shall not apply to any subject matter covered by this Agreement.

ARTICLE X. GRIEVANCE MACHINERY.

Section 1. 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.

Section 2. 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.

Section 3. 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.

Section 4. In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. 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 2. The Union representatives 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 3. 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.

Section 4. 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 XI. JURY DUTY.

A Health Inspector called for jury duty will be excused from work for the period actually in attendance at court and he will be paid his regular daily earnings for such time as he is required to be in attendance at court.

ARTICLE XII. RIGHTS OF VISITATION.

Section 1. The business agent or his representative, or any officer of the Union, shall have admission to the Employer's prem-

ises 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.

ARTICLE XIII. WAGES.

Section 1. All Health Inspectors who are certified as permanent employees shall receive the maximum rate as shown on the attached Schedule "A" to be effective and retroactive to January 1, 1976.

Section 2. New Health Inspectors hired after January 1, 1976, shall be hired at the minimum rate in that classification for which he is employed. After six (6) months' service, he shall receive an increment equal to one-half the difference between the minimum and maximum rate for his classification. Any inspector not passing the Civil Service test for his classification shall

not receive the top rate of pay for that classification until such time as the Inspector does pass the test.

By the January first next after one (1) full year of service, Inspectors shall receive the maximum rate for their classification providing all requirements for permanent Civil Service status have been met.

Section 3. Longevity. In addition to the wage increase in Section 1 above, Inspectors shall receive a longevity bonus in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Annual Pay</u>
After 5 years of service	1½%
After 10 years of service	3%
After 14 years of service	4½%
After 20 years of service	6%
After 25 years of service	7½%

Longevity pay will be paid as a lump sum by first pay in December of each year. Service for purposes of longevity pay shall be calculated from the date of first employment with the Employer and by time in the employ of the Employer, regardless of department or division, shall be counted.

ARTICLE XIV. MEDICAL, SURGICAL AND HEALTH PLANS.

No rights, privileges or benefits currently in effect for

Health Inspectors shall be reduced or terminated during the period of this agreement. Including the present medical-surgical and major medical plan, such benefits to be extended to include Rider "J" of the Blue Cross Plan.

ARTICLE XV. APPLICATION OF SENIORITY.

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.

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

ARTICLE XVI. TERM OF AGREEMENT.

Section 1. This Agreement shall become effective as of the first day of January, 1976, and shall remain in full force and effect and expire on the 31st day of December, 1976.

Section 2. This Agreement shall not prevent the Health Inspectors of the Division of Environmental Health from receiving

any general fringe benefits or holidays awarded the Health Inspectors of the Township of Woodbridge by the Mayor or by legislative action of the Municipal Council during the period of this Contract, or by the Business Administrator.

Section 3. No Strikes - No Lockouts

A. During the term of this Agreement, there shall be no strike, cessation of work on the part of the Union or its members and no lockouts on the part of the Employer.

B. The employer shall have the right to discipline any Health Inspector guilty of violating the provisions of Subsection A hereof, but the Union shall not be liable for damages for breach of contract in the event the Inspectors engage in any activity prohibited by this Section but which the Union has not authorized and which the Union has used its best efforts to prevent and terminate; Union liability, however, shall exist in case, but only in case, the Union calls, sanctions, ignores, disregards or fails to take affirmative action to terminate such strike activity.

Section 4. Savings and Separability Clause.

If any Article or Section of this Agreement should be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of any Article or Section should be restrained by such tribunal, pending a final determina-

tion as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Articles or Sections to persons or circumstances other than those to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be effected thereby. In the event any Articles or Sections are held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either part, for the purpose of arriving at a mutually satisfactory replacement, for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all lawful economic recourse in support of its demands, notwithstanding any provision in the Agreement to the contrary.

ATTEST:

Joseph V. Valent

TOWNSHIP OF WOODBRIDGE

BY: John J. Cassidy  
JOHN J. CASSIDY, Mayor

ATTEST:

Frank Chismar  
FRANK CHISMAR

WOODBIDGE TOWNSHIP HEALTH INSPECTORS' ASSOCIATION

BY: Bennie L. Hunter, Jr.  
BENNIE L. HUNTER, JR.

SCHEDULE A

SALARIES AND WAGES - January 1, 1976

WOODBRIAGE TOWNSHIP HEALTH INSPECTORS'  
ASSOCIATION

FRANK CHISMAR	\$11,865.00
JOHN HACKER	\$11,865.00
ROBERT WITTMANN	\$11,865.00
BENNIE L. HUNTER, JR.	\$10,028.00

All back wages including overtime shall be paid no later than the first payday in July.