

THIS DOES NOT
CIRCULATE

AGREEMENT

Between

THE COUNTY OF CUMBERLAND

and

NEW JERSEY CIVIL SERVICE ASSOCIATION

CUMBERLAND COUNCIL #18

JANUARY 1, 1974 through DECEMBER 31, 1974

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PREAMBLE

This agreement entered into by the County of Cumberland, New Jersey, hereinafter referred to as the "Employer" and the Civil Service Association, Cumberland Council #18, hereinafter referred to as "Council", has as its purpose the harmonious relations between the Employer and the Council, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I
RECOGNITION

The Employer recognizes the Council as the designated representative for the purpose of collective negotiations as per Schedule "A" attached. Also, all new titles which are appropriate to this designated representation, will be included under this contract as they are established by the Employer.

ARTICLE II
DUES CHECK OFF

The employer agrees to deduct the Council monthly membership dues from the pay of those employees who individually request in writing that such deductions be made by executing an authorization assignment form acceptable to the Employer. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Council and the aggregate deductions of all employees shall be remitted after each pay period in which deductions were made to the Treasurer of the Council together with a list of names of all employees for whom the deductions were made. It is understood that such authorization shall remain in effect for the term of this Agreement providing it does not contravene any law.

ARTICLE III

HOURS OF WORK

The normal work week for full time employees shall consist of thirty-five (35) hour per week for office personnel and all other personnel forty (40) hours per week.

ARTICLE IV

GRIEVANCE PROCEDURE

Any grievance, dispute or complaint that might arise between the parties shall be settled as set forth in the following:

Step 1. The aggrieved employee or the Council Representative at the request of the employee shall take up the grievance or dispute with the employee's Administrative Supervisor, in writing within five (5) working days of the occurrence, or within five (5) working days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the Supervisor shall then attempt to adjust the matter and shall respond to the employee or Council Representative within five (5) working days.

STEP 2

If the grievance has not been settled, it shall be presented in writing, by the Council Representative or Employee to the Department Head within five (5) working days following the determination of Step 1. The Department Head shall meet with the Council Representative or Employee and respond in writing within five (5) working days, after the receipt of the grievance.

STEP 3

If the grievance still remains unadjusted, it shall be presented by the Council Representative or Employee to the Personnel Committee of the Board of Freeholders in writing within five (5) working days after the response from the Department Head is due. The aggrieved and/or the Council Representative may request a hearing before Employer's Personnel committee. The Employer's Personnel committee will render its decision within ten (10) working days.

The Council will notify the employer in writing, of the names of its Council Representative and Officers who are designated by the Council to represent employees under the grievance procedure. The Council Representative will be permitted the necessary time during working hours to investigate a grievance which has been put forth in writing and further, permission for such time will not be unreasonably withheld or abused and providing that a limit of one hour will be observed unless specifically extended by the Department Head.

Such Council Representative shall also have the opportunity to consult with employees before the start of the work shift, during lunch or regularly scheduled breaks, or after completion of the work shift. The Employer's Personnel Committee will designate appropriate places for such consultations.

The Employer and the Council agree in conjunction with the grievance Procedure that each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.

ARTICLE V

OVERTIME

Employees may be required to work in excess of the hours designated as the normal work week for their class title. Any employee who is authorized or required to work beyond the normal work week for his class title shall be compensated by compensatory time off or cash at one and one-half times the regular pay at the option of the employer. The compensatory time must be taken within thirty (30) days of the accrual.

Part-time employees are those who work less than the standard full time hours per week for that position. Part-time employees are not entitled to overtime pay or compensatory time off. Compensation shall be at a straight time rate for all hours worked.

ARTICLE VI

LEAVE OF ABSENCE

A. Personal Leave

1. Effective January 1, 1974 all employees covered in the contract shall be granted an annual allowance of one (1) day personal leave.
2. Personal Leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be cancelled. Unlike other leaves, when an employee separates, there shall be no reduction or repayment of funds for the day already used in the calendar year of separation.
3. Priority in granting such request for personal leave:
 - (a) Emergencies
 - (b) Observation of religious or other days of celebration.
 - (c) Employee personal business
4. Personal leave may be taken in conjunction with other types of paid leave

B. All other leaves of absence are to be administered according to the provisions of the New Jersey Administrative Code, Title 4, Department of the Civil Service for State Service.

ARTICLE VII

LEAVE FOR ATTENDANCE AT NEW JERSEY CIVIL SERVICE ASSOCIATION CONVENTION

Council delegates will be afforded leave with pay to attend the Annual Convention specified herein, namely:

"New Jersey Civil Service Association Convention"

Leave will be granted to not more than Five (5) delegates at large at any one time who are authorized by the New Jersey Civil Service Council #18.

Written notice, from the Council of the authorization of each such delegate to utilize such leave time shall be given to the Employer at least fourteen (14) days in advance of the date of dates of such Convention.

ARTICLE VIII

LONGEVITY

Longevity pay will be paid in accordance with the longevity program adopted by Freeholder Resolution No. 111 in the Year 1970 and any amendments and supplements thereto.

Fringe Benefits:

Except as otherwise provided herein, all rights, privileges, and benefits which the employees have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the employer during the term of this agreement.

ARTICLE IX

SENIORITY

Seniority is defined as an employee's total length of continuous service with the employer, beginning with his original date of hire, provided that such service was not interrupted except by authorized leave of absence.

ARTICLE X

HOLIDAYS

New Year's Day
 Lincoln's Birthday
 Washington's Birthday
 Good Friday
 Memorial Day
 Fourth of July

Labor Day
 Columbus Day
 Election Day
 Veterans' Day
 Thanksgiving Day
 Christmas

In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Board of Chosen Freeholders of Cumberland County declares a holiday for all County employees.

ARTICLE XI

EQUAL TREATMENT

The Employer and the Council agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Council membership or Council activities.

ARTICLE XII

EXISTING LAW

All rights, privileges, prerogatives, duties, and obligations

of the parties contained in the N.J. State Constitution, Title II, Civil Service, of the Revised Statutes of N.J., in its present or amended form, shall be continued during the life of this Agreement.

In the event any portion of this Agreement shall be in conflict with or contravene said Constitution, the Revised Statutes or any other law of the State of New Jersey, or United States, that portion shall be null and void, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE XIII

MILEAGE ALLOWANCE

Mileage allowance for authorized use of personal automobile will be at the rate of (12) twelve cents a mile.

ARTICLE XIV

BULLETIN BOARDS

Bulletin Boards will be made available by the employer at various locations in the Court House and other permanent work locations for the use of the Council for the purpose of posting Council announcements and other information of a non-controversial nature.

ARTICLE XV

SERIES 750 BLUE SHIELD

The employer will make available and pay all premiums for the Series 750 program of Blue Shield of New Jersey including the improved Rider J payment schedule for medical care and surgical services to all employees covered in this contract. This series 750 plan will replace the series 500 plan which has been used in the past.

ARTICLE XVI

SALARIES

A salary increase of six hundred twenty-five dollars (\$625.00) across the board for all employees.

ARTICLE XVII

Attached hereto as Exhibit A and made a part of this contract as though it were included herein is the Grievance Procedure to accomplish the objective outlined in Article IV.

In Witness Whereof, the County of Cumberland, by and through its Board of Freeholders and the New Jersey Civil Service Association, Cumberland Council #18 have caused this agreement to be signed by their duly authorized representatives as of this day of 1974.

For the
Cumberland County Freeholders

For the New Jersey
Civil Service Association
Cumberland Council #18

SCHEDULE A

APPENDIX TO CONTRACT

TITLES COVERED BY CONTRACT:

Assistant Public Health Coordinator
Social Worker
Senior Sanitary Inspector
Field Representative (Disease Control)

Principal Planner
Assistant Planner

Public Health Nurse
Graduate Nurse

Senior Engineer, Highway

Head Nurse
Practical Nurse
Graduate Nurse

Bridge Maintenance Foreman
Senior Bridge Maintenance Repairman
Bridge Maintenance Repairman

Chief Stationary Engineer
Stationary Fireman

Garage Foreman
Mechanical Repairman
Storekeeper, Automotive

Road Foreman
Heavy Equipment Operator
Equipment Operator
Equipment Operator, Sweeper
Truck Driver
Laborer

Safety Traffic Coordinator

Chief Clerk, Surrogate's Office

Deputy County Adjuster

Principal Engineering Aide
Senior Engineering Aide

Assistant County Supt. of Weights and Measures

Executive Housekeeper
Housekeeper

Institution Policeman

Head Clerk
Senior Clerk Typist
Clerk Typist

Head Clerk Bookkeeper
Principal Clerk Bookkeeper
Senior Clerk Bookkeeper
Clerk Bookkeeper

Senior Planning Draftsman

Building Maintenance Worker Foreman
Senior Building Maintenance Worker
Building Maintenance Worker

Head Farmer
Senior Farmer
Farmer

Institutional Investigator

Principal Account Clerk
Senior Account Clerk
Account Clerk

Principal Clerk Stenographer
Senior Clerk Stenographer
Clerk Stenographer

Senior Index Clerk
Index Clerk

Senior Maintenance Repairman
Maintenance Repairman

Senior Photostat Operator

Senior Practical Nurse

Building Service Worker Forelady
Building Service Worker

Senior Cook
Cook
Food Service Worker

Legal Stenographer

Senior Telephone Operator
Telephone Operator

Baker

Inventory Clerk, Goods and Chattels

Senior Hospital Attendant
Hospital Attendant

Bookkeeping Machine Operator

Dental Assistant

Seamstress

Stock Clerk

Laundry Worker

GRIEVANCE PROCEDURE FORM

This form will be used for presenting a grievance in accordance with the Department Procedures. Items must be completed in ink or typed.

Institution, agency, or other component of Department _____

Name _____ Title _____ Date _____

Date of incident _____ My grievance is _____

To correct my grievance the following should be done _____

Check one () I will represent myself
() My employee representative will be

Name _____ Title _____ Organ. (if any) _____

Signature of employee

STEP 1
SUPERVISOR

Action taken _____

Date _____

Has grievance been satisfactorily resolved: Yes _____ No _____

Signature of Employee

Signature of Immediate Supervisor

STEP 2

Action taken _____

_____ Date _____

Has grievance been satisfactorily resolved: Yes _____ No _____

Signature of Employee _____ Signature of Department Head _____

STEP 3

THIS SECTION TO BE COMPLETED BY EMPLOYEE

Check one () I will not have non-employee representation
() My non-employee representative(s) will be

Name(s) _____ Organization _____

Action taken _____

_____ Date _____

Has grievance been satisfactorily resolved? Yes _____ No _____

Signature of Employee _____ Signature Freeholder Personnel
Committee Chairman _____