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AGREEMENT

RUTGERS UNIVERSITY

Between

Board of Chosen Freeholders, County of Camden

and

Preamble

This agreement entered into by the Board of Chosen Freeholders, County of Camden, hereinafter referred to as the "Employer", and American Federation of State, County and Municipal Employees, AFL-CIO, Local 1965, hereinafter referred to as "Representative", has as its purpose the promotion of harmonious relations between the Employer and the Representative; 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.

1. Recognition

1.1 The Employer recognized the Representative as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix A, attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Laws of 1968, Chapter 303.

1.2 This recognition shall not apply with regard to any

2. Check Off

2.1 The Employer agrees to deduct the Representative monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Representative and the aggregate deductions of all employees shall be remitted, to the Treasurer of the Representative together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently existing or as may be amended.

3. Work Schedules

3.1 The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive except for employees in continuous operations as set forth hereafter.

3.2 The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of the Representative.

3.3 Where the nature of the work involved requires continuous operations on a twenty-four hour per day, seven days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

3.4 Where more than one work shift per day within a given

however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.

4. Overtime

4.1 Overtime refers to any time worked beyond the regular hours of duty and is granted only when the employee is authorized to work by a supervisor.

4.2 No department head, supervisor, superintendent, or individual earning in excess of \$8000 is eligible for overtime payment.

4.3 Time and one half the employee's regular rate of pay shall be paid for work under any of the following conditions;

- (a) All work performed in excess of eight (8) hours in any one day.
- (b) All work performed in excess of forty (40) hours in any one week except that hours for which time and one half or double time is paid shall not be included in the base forty (40) hours.
- (c) All work performed on Saturday, as such, (except for employees assigned on continuous operations).

4.4 Double time the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- (a) For Sundays, when so directed by a superior, provided such time does not fall within a regular shift of duty.
- (b) For Holidays, in addition to the Holiday pay, when so directed by a superior, provided such time does not fall within a regular shift of duty, otherwise, one additional day's pay.

4.6 Overtime work will be distributed as equally as possible among employees within the same classification.

4.7 Overtime shall be paid currently or at least no later than the second pay period after the overtime is performed.

5. Call in Time

5.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than three(3) hours pay, regardless of the number of hours actually worked. If the employee's call in time work assignment and his regular shift overlap, he shall be paid time and one half for that period worked prior to the regular shift. Thereafter, for the balance of his regular work shift he shall be paid at the appropriate rate.

6. Personnel Committee

6.1 A Personnel Committee shall be established and include the Director of the Board of Chosen Freeholders, the Chairman of the Department of Revenue and Finance and a third Freeholder to be designated by the Director of the Board.

7. Rates of Pay

7.1 The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

7.2 The minimum rate shall be the hiring rate for each title. Except in a case where a position requires a person with special qualifications, upon written request of the Department Head or Freeholder Chairman of the appropriate committee to the Personnel committee for approval, the Board of Freeholders may make such an adjustment in the hiring rate as they deem necessary to properly and

7.4 Rates of compensation provided for in these regulations are fixed on the basis of full time service in full time positions. If any position is, by action of the Board established on a basis of less than full time service, or if, with the approval of the Board, the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position, (unless otherwise stated) shall be proportionately reduced in computing the rate of compensation payable for part time service.

7.5 The salary ranges authorized under these regulations shall be interpreted as exclusive of any bonus payments or longevity pay, authorized pursuant to statute.

7.6 During the term of this Agreement the pay scales will not be reduced unless by mutual consent of both parties.

7.7 An employee who performs work in a higher paid classification than his own shall be temporarily assigned and certified for payment for such work after he has performed this work for six (6) consecutive weeks during more than fifty percent (50%) of the time while on the job.

7.8 An employee shall be paid the rate of pay for his own classification when performing work of a lower paid classification.

8. Insurance

8.1 There shall be no change in the Group Hospital Medical Plan presently maintained and paid by the Employer on behalf of the employees except in the case of a new plan that is equivalent or better.

9. Sick Leave With Pay

9.1 Permanent employees in the County service shall be entitled to the following sick leave of absence with pay:

(a) One working day sick leave with pay for each month of

and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein defined to mean absence from duty of an employee because of personal illness by reason for which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee, or death in the immediate family.

- (b) If an employee is absent for three (3) consecutive working days, for any of the reasons set forth in the above rule the appointing authority shall require acceptable evidence on the form prescribed. The nature of the illness and the length of time the employee will be absent should be stated on the doctor's certificate.
- (c) At the discretion of the immediate supervisor, he may at any time require the employee seeking sick leave to submit an acceptable medical evidence. If the sick leave is not approved, the time involved during which the employee was absent shall be, at employees option, charged to his vacation credit, if any, otherwise, he will suffer loss of pay for such time.
- (d) An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave herein- above set forth shall notify his immediate superior, by telephone or personal message within one hour after the

- (f) The total years of service after permanent appointment of each such employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available.
- (g) Temporary employees in the County service shall be entitled to the following sick leave of absence with pay:
 - (aa) One working days' sick leave with pay for each month served per annum during such temporary full time employment.
 - (bb) Employees on a daily, hourly or seasonal basis are not eligible.

10. Leave of Absence

- 10.1 Leaves of absence for employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise expanded herein.
- 10.2 Military Leave of absence: An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such duty is not to exceed two (2) weeks.
- 10.3 Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization au-

10.4 Leave of absence without pay. A permanent employee holding a position in the classified service who is temporarily, either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to service, or for any reason considered valid by the department head and the appointing authority, desires to secure leave from his regular duties may, with the approval of the department head and the appointing authority be granted special leave of absence without pay for a period not to exceed six (6) months, with the approval of the department head and the appointing authority extend such a leave period not exceeding six (6) months. Any employee seeking such special leave without pay shall submit his request, in writing, stating the reasons why, in his opinion, request should be granted, the date when he desires leave to begin, the probable date of his return to duty.

10.5 Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.

11. Workmen's Compensation

11.1 When an employee is injured on duty, he is to receive Workmen's Compensation due him plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only; which difference shall be charged against his sick leave, provided that such employee is entitled to sick leave and provided further that the employees signs a form authorizing the County to charge the time lost to

distinguished from leave absence, shall not accrue seniority credit for the time when not employed by the Employer.

12.3 If a question arises concerning two or more employees who were hired on the same date following shall apply; if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement. Preference shall be given in alphabetical order of the of the employee's last name.

12.4 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Representative upon request.

12.5 Except where New Jersey Civil Service statutes require otherwise, in all cases of promotions, demotions, layoff, recall, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.

13. Holidays

13.1 The following days are recognized paid holidays:
New Year's Day; Washington's Birthday; Lincoln's
Birthday; Good Friday; Memorial Day; 4th of July;
Labor Day; Columbus Day; Veteran's Day; Thanksgiving
Day; Christmas; General Election Day; and one day at
Employers' discretion.

14.1 Merit increments to be given upon recommendation of

department heads only. Each immediate supervisor, to be endorsed by the department head, will submit to the Personnel Committee, prior to the anniversary date, a list of all employees with one of the following statements next to each name: (1) No increment, (2) One increment, (3) Double increment. In the case of NO increment or DOUBLE increment, an accompanying letter will fully discuss the recommendation and the Personnel Committee shall make the decision. The employee or the Freeholder will have the right to request a meeting to discuss the recommendation. Employees reserve the right to representation at such meetings. Representative agrees that the question of merit increments is not subject to follow grievance procedure.

15. Longevity Pay

15.1 Longevity pay will be granted annually on or about December 1st in a separate check to all CLASSIFIED PERMANENT Civil Service employees, with more than ten year continuous full-time service on that date, as per the following schedule:

10 year service= 2% of Annual Pay

15 year service= 3% of Annual Pay

20 year service= 4% of Annual Pay

In calculating Longevity Pay, Annual Pay, in the above schedule may not exceed \$8000.00

16. Differential Pay

16.1 Differential:

- (a) Employees permanently assigned to the 2nd shift (between 3:00PM and Midnight) will be compensated at an additional rate of 10% of the hourly rate,

- (c) Annual salaries include added compensation for employees assigned to rotating schedules.

17. Vacations

17.1 Permanent employees in the County service shall be entitled to the following annual vacations with pay:

- (a) Up to one year of service, one working day's vacation for each month of service; after one year and up to ten years of service, twelve working day's vacation; after ten years and up to twenty years of service, fifteen working days' vacation; and after twenty years of service, twenty working days' vacation.
- (b) Where in any calendar year the vacation or any part thereof not used shall accumulate and shall be granted during next succeeding calendar year only or shall be lost.

Temporary employees in the County service shall be entitled to the following annual vacation with pay:

- (a) One working day vacation for each month served per annum during such temporary full time employment.
- (b) Employees on a daily or hourly basis are not eligible

18. Strikes and Lockouts

18.1 In addition to any other restriction under the law, the Representative will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the Grievance Procedure for which provision is made herein and the Employer shall not cause any lockout.

19. Safety and Health

19.1 The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

19.2 The Employer and Representative shall designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Representative shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities, where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for periods not to exceed one (1) hour per day, unless additional time is authorized by the Superintendent, or the employer.

20. Equal Treatment

20.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

21. Work Rules

21.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

at the request of the employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of its occurrence. Failure to act within said ten (10) day period 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 steward within three (3) working days.

Step 2 If the grievance has not been settled, it shall be presented in writing by the Union steward (or Union grievance committee member or employee) to the superintendent within seven (7) days after the supervisor's response is due. The superintendent shall respond to the Union Steward or grievance committee in writing within three (3) working days.

Step 3 If the grievance still remains unadjusted, it shall be presented by the Union steward or grievance committee member or employee, to the Director in writing within seven (7) days after the response of the superintendent is due. The Director shall respond in writing to the Union steward, or grievance committee member within five (5) working days.

Step 4 If the grievance still remains unadjusted it shall be presented by grievance committee member or employee to the Board of Freeholders in writing within seven (7) days after the response from the Director is due. The Board shall respond in writing to the employee, grievance committee member within fourteen (14) days.

Step 5 If the grievance remains unsettled, the representative may within fifteen (15) days after the reply

22.3 With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Representative, within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator the State Mediation Service shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Representative shall strike two names from the panel. The Representative shall strike the first name; the Employer shall then strike another name, etc., and the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by this Agreement only and his decision shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

22.4 With regard to subject matters that are not grievable the advisory arbitration proceedings shall be conducted pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

22.5 Expenses for the arbitrator's services and the proceedings under either Sections 23.2 or 23.3 shall be borne equally by the Employer and the Representative. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and arbitrator.

Employees so designated by the Representative will be permitted to confer with other representatives, employees, and with Employer representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of one (1) hour per day unless additional time is authorized by the employer.

22.7 Agents of the Representative, who are not employees of the employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Representative representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress.

22.8 The Employer and Representative agree in conjunction with the grievance procedure each will give reasonable consideration to request of the other party for meetings to discuss grievances pending at any step of the proceeding.

23. General Provisions

23.1 Bulletin boards will be made available by the Employer at each of the permanent work locations for the use of the Representative for the purpose of posting Representative announcements and other information of a non-controversial nature.

23.2 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 to commence negotiation relative to the invalidated portion.

23.3 It is agreed that representatives of Employer and Rep-

123.4 The jurisdiction and authority of the Employer over matters not covered by this Agreement are expressly reserved and impliedly reserved by the Employer.

24. Termination

24.1 This Agreement shall be effective as the _____ day of _____, 1969, and shall remain in full force and effect until the 31st day of December, 1970. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration 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 expiration 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.

24.2 In the event that either party desires to terminate this Agreement written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

APPENDIX A

| | | |
|-------------------|--------------|-----|
| Laborer | 4160 to 6100 | 260 |
| Laborer Hvy. | 4160 " 6100 | 260 |
| Br. Mt. Repair | 4680 " 6600 | 260 |
| Br. Mt. Fore. | 5700 " 7800 | 300 |
| Truck Driver | 4524 " 6500 | 275 |
| Lab. Driver | 4524 " 6500 | 275 |
| Chief Auto. Mech. | 6200 " 8300 | 300 |
| Ass't Chief Mech. | 5600 " 7700 | 300 |
| Auto. Mech. | 5200 " 7200 | 275 |
| Equip. Opr. | 5000 " 7000 | 275 |
| Hvy. Equip. Opr. | 5400 " 7400 | 275 |
| Rd. Foreman | 5700 " 7800 | 300 |
| Ass't Fireman | 5200 " 7200 | 275 |
| Watchman | 3640 " 5400 | 250 |
| Rd. Inspector | 4800 " 6600 | 250 |
| Sr. Rd. Insp. | 5200 " 7000 | 250 |
| Sr. Timekeeper | 5300 " 6400 | 250 |

Increments shall be awarded to employees on the following basis: The appropriate increment assigned to each classification as set forth above, shall be granted twice during the year 1969. The first increment granted will become effective April 1, 1969. The second increment granted shall become effective July 1, 1969. A third and final increment granted during the life of this contract,