

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

BETWEEN

CAPE MAY COUNTY

CAPE MAY COURT HOUSE, NEW JERSEY

and

LOCAL NO. 1983

CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY COUNTY, NEW JERSEY

(International Brotherhood of Painters & Allied
Trades)

11/77 - 12/31/79

MEETING

JUN 14 1977

BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, N.J.

LIBRARY
Institute of Management and
Labor Relations

JUN 23 1977

RUTGERS UNIVERSITY

Table of Contents

ARTICLE I	Recognition	1
ARTICLE II	Management Rights	2-3
ARTICLE III	Definitions	4-5
ARTICLE IV	Grievance Procedure	6-8
ARTICLE V	Seniority	9
ARTICLE VI	Union Representation	10
ARTICLE VII	Hours and Overtime	11-13
ARTICLE VIII	Holidays	14-15
ARTICLE IX	Vacations	16
ARTICLE X	Hospitalization and Insurance	17-18
ARTICLE XI	Sick Leave	19
ARTICLE XII	Salaries and Compensation	20-22
ARTICLE XIII	Longevity	23
ARTICLE XIV	Shift Differential	24
ARTICLE XV	Uniforms	25
ARTICLE XVI	Bulletin Board	26
ARTICLE XVII	Work Rules	27
ARTICLE XVIII	No-Strike Pledge	28-29
ARTICLE XIX	Non-Discrimination	30
ARTICLE XX	Deductions From Salary	31
ARTICLE XXI	Separability and Savings	32
ARTICLE XXII	Fully Bargained Provisions	33
ARTICLE XXIII	Term and Renewal	34
APPENDIX "A"		35-38
APPENDIX "B"		39

PREAMBLE

This Agreement, entered into this 14th day of June, 1977 by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY COUNTY, NEW JERSEY, INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO, hereinafter called the "Union" represents the complete and final understanding on all the bargainable issues between the County and the Union.

ARTICLE I

RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated January 1972 (Docket No. 369), the County recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned certification and more specifically enumerated by job titles in Appendix A.

ARTICLE II

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the County Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection herewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE II

MANAGEMENT RIGHTS (Continued)

C. Nothing contained herein shall be construed to deny or restrict the County of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or local laws or ordinances.

D. The County agrees to review and discuss with representatives of the Union any managerial decisions affecting job classification or duty changes which may be created due to Civil Service Reclassifications, prior to implementation or any other matter which may affect hours, wages or conditions of employment.

E. The County agrees to hold harmless any number of the bargaining unit whose position or job classification may be affected by a Civil Service Reclassification.

ARTICLE III

DEFINITIONS

The following words and terms, when used in this Contract, shall have the following meanings, unless the contents clearly indicates otherwise:

Permanent employee - means an employee who has acquired Civil Service permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - persons hired for a period of not more than four (4) months or for recurrent periods aggregating not more than four (4) months in any 12-month period, or employment during a period of emergency.

Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal work week for the class or agency.

Seasonal - employees which are hired for the same short period of time during the year.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse and an employee's unmarried children (including any step children, legally adopted children and foster children dependent upon employee for complete

ARTICLE III

DEFINITIONS (Continued)

support and maintenance and who have been reported for insurance between 14 days and 19 years of age. Persons insured as employees are not included as dependents.

Immediate family - means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Grievance - means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the County.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employee - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal Grants.

C.E.T.A. employee - means persons who are hired to fill positions funded by the Federal Comprehensive Employment and Training Act.

Anniversary date - date of hire or date of most recent title change or promotion.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof by filing with a shop steward within two (2) working days, a written report of the differences upon a form provided by the Union. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said two (2) working

ARTICLE IV

GRIEVANCE PROCEDURE (Continued)

days shall be deemed to constitute an abandonment of the grievance.

(b) The Supervisor shall render a decision within two (2) working days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the department head (or his representative) within two (2) working days following the determination by the Supervisor.

(b) The department head or his representative, shall render a decision in writing within five (5) working days from the receipt of the complaint.

Step Three:

(a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the department head, the matter may be submitted to the Board of Chosen Freeholders.

(b) The Board of Chosen Freeholders shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

Step Four -- Civil Service:

Should the aggrieved person be dissatisfied with the decision of the Board, such person may file where appropriate for a Civil

ARTICLE IV

GRIEVANCE PROCEDURE (Continued)

Service review in accordance with the rules of the Department of Civil Service.

C. Union Representation in Grievance Procedure

1. At the request of the aggrieved employee, the shop steward may participate in the grievance procedure at Step One.

2. The business agent or the president of the Local Union may participate in the grievance procedure at Step Two.

3. The international representative and business agent or president of the Local Union, and the shop steward of the Union may participate in the grievance procedure at Step Three.

4. At any meeting between a representative of the County and an employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a Union representative may be present if the employee so requests.

ARTICLE V

SENIORITY

Seniority, which is defined as continuous employment with the County from date of last hire, will be given a due consideration by the County in accordance with Civil Service Regulations. In considering employees for promotion to job classifications having a higher rate of pay, the County will consider experience, ability, aptitude, attitude, attendance, physical condition, proximity to job location and results of Civil Service examination. When all of the aforementioned items are substantially equal, seniority will be the deciding factor. The County will provide to the Union all Job Opportunity Bulletins and Civil Service test notifications within 48 hours of receipt of same by the County.

ARTICLE VI

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union decides to have its representative enter the County facilities or premises, it will request such permission from the appropriate County representatives and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of County Government or normal duties of employees. There shall be no Union business transacted nor meeting held on County time or property.

B. One shop steward may be elected to represent the Union in grievances with the County. Each department shall elect its steward and the Union shall furnish the Board of Chosen Freeholders with a list of stewards. There shall be one chief steward who shall be elected by the committee of stewards.

C. The County agrees to give time off the job with pay for shop stewards performing their Union duties, such time shall not exceed two (2) hours per day. The Union agrees to take all steps necessary to insure that this time is within reasonable limits.

ARTICLE VII

HOURS AND OVERTIME

A. For all non-clerical employees in the following departments: Crest Haven, Buildings and Grounds, Airport Maintenance, Roads and Bridges, County Park Commission; effective January 1, 1978 the basic work week shall be eight (8) hours per day, forty (40) hours per week, which may be scheduled Monday thru Saturday inclusive. The time taken for meals will be included in the day as part of the eight (8) hour day, such time shall not exceed one (1) hour.

B. Payment of overtime for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, all hours worked on Sunday or Holidays shall be compensated for at the rate of one and one half (1 1/2) the straight time rate. Overtime will be compensated in one half hour (1/2) hour units, fractional portions being counted as a full half (1/2) hour except that no payment will be made for an initial period of less than fifteen minutes.

C. For employees at Crest Haven who are assigned duties principally involved with the care and maintenance of patients and for employees assigned as property and security guards, drivers in Fare Free Transportation and bridge operators, the provision for Sunday overtime payment mentioned in Section "B" will not apply.

ARTICLE VII

HOURS AND OVERTIME (Continued)

D. For all other employees (those who were working six (6) hours per day, thirty (30) hours per week in 1976) the basic work week will be established in accordance with the following schedule:

1. Effective September 9, 1977 the basic work week will be thirty-two and one half (32 1/2) hours per week, i.e. 9:00 a.m. to 4:00 p.m. with one half (1/2) hour for lunch, Monday thru Friday.

2. Effective September 3, 1978 the basic work week will be thirty five (35) hours per week, i.e. 8:45 a.m. to 4:15 p.m. with one half (1/2) hour for lunch Monday thru Friday.

E. Effective with the date of this agreement, all hours in excess of the normal workday up to eight (8) hours daily will be compensated at the straight time rate. All hours in excess of eight (8) hours per day or forty (40) hours per week shall be compensated as defined in Section B of this Article.

F. The employee shall have the option of receiving payment in cash or compensatory time the hours work in excess of the normal work day up to eight (8) hours per day. In all case where eight (8) hours per day have been exceeded, payment will be made in cash for the period exceeding eight (8) hours.

ARTICLE VII

HOURS AND OVERTIME (Continued)

G. Compensatory time shall be used within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Board of Freeholders.

H. Overtime shall be distributed as equitably as possible in accordance with departmental work rules as established in Article XVII.

ARTICLE VIII

HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|--------------------------|-----------------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Lincoln's Birthday | 9. Veteran's Day |
| 3. Washington's Birthday | 10. General Election Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving
Day |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. Three Administrative
Days |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of one and one half the straight time rate for the actual hours worked on the holiday.

Employees who are schedule to work on the recognized days noted in this Article shall be given a day off with pay at a later date in accordance with departmental rules established in Article XVII.

C. Whenever a holiday which is recognized in this Article is decreed to be a normal work day by an official of the State or County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

ARTICLE VIII

HOLIDAYS (Continued)

D. Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday.

E. Administrative days are to be used by the employee for personal reasons and must be used in the calendar year.

ARTICLE IX

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days vacation after the completion of ten (10) years and after fifteen (15) years and up to twenty (20) years of service, seventeen (17) days vacation; and after twenty (20) years of service, twenty (20) working days vacation; and after twenty-five (25) years of service, twenty-five (25) working days vacation. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

Administration of vacation allowance will be in accordance with the "State Service Personnel Management", attached to this Contract as Appendix "A".

ARTICLE X

HOSPITALIZATION AND INSURANCE

1. The County shall provide a weekly disability income program.

A. The County shall continue to provide for all permanent full-time employees and their dependents who have been on the payroll for two (2) months at the beginning of the third (3rd) month of employment.

B. The program shall provide a major medical policy up to \$25,000. with \$100 deductible and 80 percent payment of all charges not covered by the policy. The County will increase maximum surgical payment to \$800. The County will also include eye care and will take public proposals.

C. The County will pay the full cost of the foregoing program for all employees and their dependents.

D. Upon retirement, the County shall continue the hospitalization and life insurance programs for retiring employees until the death of the employee, as soon as the law permits. (At present, the law allows only those with twenty-five (25) years of service to receive this benefit.)

E. Upon retirement, the County will provide the retiring employees with an insurance policy in the amount of \$3,000., which will be kept in effect at the expense of the County of Cape May, the law permitting. (At present the law only allows those with twenty-five years of service to receive this benefit.)

ARTICLE X

HOSPITALIZATION AND INSURANCE (Continued)

F. Effective January 1, 1978, the County will provide a Prescription Insurance Plan for employees and dependents.

ARTICLE XI

SICK LEAVE

A. Sick leave allowances and administration shall be in accordance with "State Service Personnel Management", attached to this contract as Appendix "A".

B. All County employees shall be reimbursed to fifty (50) percent of his accrued sick leave at time of retirement. Such time shall not exceed 180 days or \$12,000.

ARTICLE XII

SALARIES AND COMPENSATION

A. A new wage scale with salary based upon entrance plus four (4) steps is attached hereto and made a part hereof and referred to as Appendix "B".

B. The new wage scale was computed by applying Five Hundred Dollars (\$500.) to each annual incremental step on the County's 1976 Wage and Range Resolution.

C. The method of payment of the Five Hundred Dollar (\$500.) increase for 1977 shall be paid as follows: July 1, 1977 - Two Hundred and Fifty Dollars (\$250.) to be paid by separate draft to each employee; on or before December 1, 1977 - Two Hundred and Fifty Dollars (\$250.) to be paid by separate draft.

D. Effective January 1, 1978 each step on the County's 1977 Salary Resolution as amended will be increased in accordance with the following schedule:

Salary Ranges	1 thru 7	5.0% or 100% C.P.I.
" "	8 - 12	4.5% or 90% C.P.I.
" "	13 - 16	4.0% or 80% C.P.I.
" "	17 - 23	3.5% or 70% C.P.I.

ARTICLE XII

SALARIES AND COMPENSATION (Continued)

E. Effective January 1, 1979 each step on the County's 1978 Salary Resolution will be increased in accordance with the following schedule:

Salary Ranges	1 thru 7	-	5.0% or 100% C.P.I.
" "	8 - 12	-	4.5% or 90% C.P.I.
" "	13 - 16		4.0% or 80% C.P.I.
" "	17 - 23	-	3.5% or 70% C.P.I.

F. The Consumer Price Index (C.P.I.) will be for twelve (12) months ending October as furnished by the Bureau of Labor Statistics for the Philadelphia and South Jersey Area.

G. Employee's anniversary date is to be used for annual incremental step.

H. Employees who are assigned to and work in a title having a higher rate of pay for a period in excess of five (5) days shall be paid for hours involved at the maximum rate of pay for the title to which they are temporarily assigned.

I. When employees are promoted or transferred to a job carrying a higher rate of pay, the employee will be placed at

ARTICLE XII

SALARIES AND COMPENSATION (Continued)

the incremental step in the new range, which is closest to and in no case lower than their present rate. Such increase shall in no way affect the interval for any increase to which said employee may be entitled as prescribed in the Salary Range Tables.

J. Employees shall be paid a minimum of three (3) hours at time and one half when they are called from home after regular work hours. If the emergency work is on a holiday, the minimum pay hours specified will be in addition to any holiday allowance to which the employee is entitled.

An employee called at home and asked to perform emergency work will proceed to his reporting center. The employee will receive Two Dollars (\$2.) personal car allowance for each completed emergency call out in addition to the pay for the emergency work.

ARTICLE XIII

LONGEVITY

A. Effective January 1, 1977, the following longevity plan shall be instituted based upon employee's length of continuous and uninterrupted service with the County:

1. Five (5) years of service -- 2 percent longevity based upon employee's base salary.
2. Ten (10) years of service -- 4 percent
3. Fifteen (15) years of service -- 6 percent
4. Twenty (20) years of service -- 8 percent
5. Twenty-five (25) years or more of service -- 10 percent
6. Thirty (30) years or more years of service -- 12 percent
7. Forty (40) years or more years of service -- 14 percent

B. Deputy pay shall be included in the computation of longevity.

C. Longevity pay shall be computed as of January 1.

ARTICLE XIV

SHIFT DIFFERENTIAL

During the tenure of this agreement, there shall be no shift differential provided in any departments covered by this agreement. Employees with the title "Head Nurse" shall receive an additional allowance of \$5 per tour when assigned as "In charge Nurse" at Crest Haven.

ARTICLE XV

UNIFORMS

Uniforms will be provided during the year to those who are required by the County to wear the given uniforms.

ARTICLE XVI

BULLETIN BOARD

Bulletin boards shall be made available by the County and shall be designated "Union Bulletin Boards". These bulletin boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board, any material which does not conform with the intent and provisions of this Article.

ARTICLE XVII

WORK RULES

The County may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or copy sent to the Union.

ARTICLE XVIII

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its member take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County. The Union agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union member shall entitle the County to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service Law.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County.

D. Nothing contained in this agreement shall be construed to limit or restrict the County in its right to see and obtain such

ARTICLE XVIII

NO-STRIKE PLEDGE (Continued)

judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE XIX

NON-DISCRIMINATION

A. There shall be no discrimination by the County or the Union against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any of the employees covered under this agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are not members of the Union.

ARTICLE XX

DEDUCTIONS FROM SALARY

A. The County agrees to deduct from the salaries of its employees subject to this agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.52:14-15.9 (e)), as amended. Said monies together with records of any corrections shall be transmitted to the Union Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County, written notice prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the County Comptroller. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union to the County.

ARTICLE XXI

SEPARABILITY AND SAVINGS

If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1977 to December 31, 1979. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least One Hundred and Eighty (180) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Cape May County, New Jersey, on this 14 day of June, 1977.

LOCAL NO. 1983
CIVIL AND PUBLIC EMPLOYEES
OF CAPE MAY COUNTY, N. J.
INTERNATIONAL BROTHERHOOD
OF PAINTERS AND ALLIED TRADES
AFL-CIO

BY: Marylou J. Hillier

ATTEST:

Marylou Robinson

THE COUNTY OF CAPE MAY
BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY

BY: Robert Capron
Director

ATTEST:

Katherine Willis
Clerk of the Board

(c) If a settlement cannot be agreed upon, the employee or his representing attorney may request, in writing, a Commission hearing for settlement. Along with such hearing request the petitioner must:

1. Submit affidavits of services; and
2. Place on the record sufficient evidence to permit the Commission to make a determination as to what fees were necessarily incurred.

(d) The Commission will notify the opposing party of the request for hearing. The opposing party, within 20 days of receipt of such notice, may forward to the Commission objections to the amount of award.

(e) The Commission will determine whether it will grant a hearing or issue appropriate orders or directives to effectuate its determination without a hearing based on documents submitted and mail true copies thereof to the petitioner and other affected parties.

Interested persons may present statements or arguments in writing relevant to the proposed action on or before March 21, 1978, to:

Joseph Lavery
Administrative Practice Officer
Department of Civil Service
201 East State St.
Trenton, N.J. 08625

The Department of Civil Service, upon its own motion or at the instance of any interested party, may thereafter adopt this rule substantially as proposed without further notice.

William Druz
Chief Examiner and Secretary
Department of Civil Service

(c)

CIVIL SERVICE

CIVIL SERVICE COMMISSION

Revisions to Various Subparts
Of State Service Personnel Manual

On January 29, 1978, the New Jersey Civil Service Commission, pursuant to authority of N.J.S.A. 11:5-1 and in accordance with applicable provisions of the Administrative Procedure Act, adopted revisions to various Subparts of the Civil Service Personnel Manual (State Service) concerning hearings and various leaves.

Full text of the revised rules follows:

Subpart 5-10.102 Conduct of departmental hearings

5-10.102a Purpose

The contents of this Subpart are set forth in order to ensure that all parties involved in a departmental hearing as prescribed by N.J.A.C. 4:1-5.13 are afforded due process during the course of the hearing.

5-10.102b Regulation

In all disciplinary hearings the burden of proof shall be on the appointing authority except in those cases where an employee has been released at the end of his or her working test period. In such cases, the burden of proof shall be on the employee to demonstrate the action was taken in bad faith.

5-10.102c Conduct of hearing

All hearings shall be conducted in an informal manner, without reference to any formal rules of evidence, but subject to the following principles:

1. The hearing officer shall admit all testimony having reasonable probative value, but may exclude immaterial, irrelevant or unduly cumulative testimony.

2. Direct and cross-examination of witnesses shall be allowed.

3. The petitioning employee shall not be required to testify, but if he or she does testify voluntarily, he or she may be cross-examined upon any matter relevant to the hearing.

4. No person shall serve as a hearing officer where he or she is the one who preferred the respective charges.

5-10.101 Findings and decision

1. The hearing officer shall issue a decision within 30 days of the hearing unless a later or earlier date is mutually agreed upon by the parties.

2. The decision shall include:

(1) A short statement of the nature of the proceedings.

(b) Discussion of any testimony or evidence which merits special analysis.

(c) Specific finding of fact, noted as such.

(d) Specific conclusion and decision based on findings of fact and applicable laws and rules.

5-10.102e Witnesses

1. Departmental policies regarding the procedural steps to be taken in requesting witnesses shall be followed.

2. It shall be within the discretion of the hearing officer presiding to determine the necessity of specific witnesses on the basis of whether the testimony to be elicited from such witnesses would be immaterial, irrelevant or unduly cumulative.

5-10.102f Time off

All appellants and witnesses in payroll status at the time of the hearing shall be given time off during their normal working hours.

Special note: This revises the previous Subpart issued July 11, 1972, regarding administrative leave.

Subpart 17-3.102 Administrative leave

17-3.102a Subject

This Subpart includes the regulations of the Department of Civil Service governing the granting and use of administrative leave pursuant to C.74, Laws of 1972.

17-3.102b Procedure

1. Effective July 1, 1972, all employees in the classified service with not less than six months service shall be granted an allowance of 1½ days administrative leave for the remainder of the current calendar year and on January 1, 1973 shall be granted the yearly allowance of 3 days administrative leave.

2. For the current calendar year (1972), all employees in classified service with less than six months service and those hired after July 1, 1972 shall be granted ½ day of administrative leave for each calendar month of service after July 1, 1972 to a maximum of 1½ days.

3. All employees in classified service hired on or after January 1, 1973, shall be granted ½ day of administrative leave after each full calendar month of employment to a maximum of 3 days during the remainder of that calendar year and 3 days administrative leave in each calendar year thereafter.

4. Administrative 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 leave, when an employee separates, there shall be no reduction or repayment of funds for days already used in the calendar year of separation.

5. Administrative leave may be scheduled in units of ½ days or multiples thereof.

6. Requests for administrative leave of absence must be approved in advance by the appointing authority. Priority in granting such requests shall be:

- (1) Emergencies.
- (2) Observation of religious or other days of celebration, but not public holidays.
- (3) Personal business.
- (4) Other personal affairs.

However, requests for religious observances shall be granted on the days and hours required insofar as the absence will not interfere with the proper conduct of State business.

7. Administrative leave may be taken in conjunction with other types of paid leave.

17-8.102c Administrative leave for employees employed on a part-time basis

1. Definition

"Part-time employee" means any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

2. Regulation

Temporary, provisional and permanent part-time employees who meet the definition as set forth in #1 and accordingly are in the classified service shall be granted administrative leave credit on a proportionate basis.

PART 17-9 DISABILITY LEAVE—SICK LEAVE INJURY

Subpart 17-9.101 Employment disability report (Form CS40)

17-9.101a Subject

This Subpart will describe the preparation and use of the employment disability report (CS40).

17-9.101b Purpose

This form shall be a request by the agency for the Department of Civil Service to approve a leave of absence with pay (SLI sick leave injury) for an employee due to a disability either through injury or illness as a result of, or arising from employment.

17-9.101c Procedures

This form shall be prepared by the appointing authority and submitted in accordance with the instructions printed on the form.

If no SLI is immediately involved, it will NOT be necessary to forward the form to Civil Service. However, if the injury or illness is subsequently the cause of time lost, the form should be forwarded and item 17 must be checked "supplemental report" and a note made in that space: "original not submitted—no time lost".

A supplemental form should be submitted whenever additional approval time is necessary, including the return of the employee in every case where the return of the employee is subsequent to the "through date" approved by Civil Service. Whenever a supplemental report is made, the terminal date of the previous approval shall be indicated in item #16.

As stated on the form, SLI is limited to the period required for possible recovery from specific disability, or the period of one year from the date of accident, whichever period ends first.

17-9.101d Limitations

(1) SLI is a privilege provided all full-time employees and permanent part-time employees who are disabled by injury or illness as a direct result, or arising out of, or in

the course of employment. The determination of the causal relationship of the accident or illness to employment is essentially the responsibility of the appointing authority. Reporting the accident or injury to one's superior with a minimum of delay is the responsibility of the employee and undue delay in such reporting may cause disapproval of SLI.

(2) If the employee has unused, accrued sick leave and/or earned vacation sufficient to cover the anticipated leave period, the appointing authority may withhold submission of an original-time cost CS40 form until the employee has returned to work, except that no forms shall be withheld more than 30 days from the date of commencement of time lost. Unless the employee has returned when the form is submitted, the form should be marked "indefinite" in item #16.

(3) If the employee has (a) been obviously injured on the job, (b) exhausted all accrued sick leave and/or earned vacation, and (c) filed an accident report, he may be paid for a period of SLI not to exceed one pay period prior to return of an approved CS40. This situation is conditional upon: (a) the appointing authority being satisfied that the injury is job incurred, and (b) the subsequent submission of a CS40. If the SLI, in such a case, should be denied for any reason, a subsequent adjustment will be made in the employee's pay.

17-9.101e Sick leave injury for employees employed on a part-time basis:

1. Definition

A part-time employee is any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

2. Regulation

Temporary, provisional and permanent part-time employees who meet the definition as set forth in #1 and accordingly are in the classified service shall be granted SLI credit on a proportionate basis, but such benefits will in no way prolong or alter provisional or temporary status at the time of legitimate termination.

PART 17-10 LEAVE BENEFITS OF PART-TIME EMPLOYEES

Subpart 17-10.101 Vacation leave for employees employed on a part-time basis

17-10.101a Subject

This Subpart will describe the extent to which part-time employees will be permitted to accrue vacation leave.

17-10.101b Definition

"Part-time employee" means an employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

17-10.101c Regulation

Temporary, provisional and permanent part-time employees who meet the definition as set forth in 101b and accordingly are in the classified service shall be granted vacation leave credit on a proportionate basis. (See attached chart for computation guide.)

Editor's Note: Two vacation credit charts were adopted with these revisions but, due to space limitations, are not reproduced herein. For further information on these charts, contact the Department of Civil Service.

Subpart 17-16.102 Sick leave for employees employed on a part-time basis

17-16.102a Subject

This Subpart will describe the extent to which part-time employees will be permitted to accrue sick leave.

17-16.102b Definition

"Part-time employee" means any employee who, by arrangement regularly works a constant percentage of the

regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

17-16.102c Regulation

Temporary, provisional and permanent part-time employees who meet the definition as set forth in 102b and accordingly are in the classified service shall be granted sick leave credit on a proportionate basis. (See attached chart for computation guide.)

SICK TIME CREDITS

Prorated for 1 day per month and 1 1/4 days per month

Percentage of Full-Time Position	8 Hours/Day Position (Hours/Month)	12 Days/Year (1st Year) (Hours/Year)	15 Days/Year (Hours/Year)	7 Hours/Day Position (Hours/Month)	12 Days/Year (1st Year) (Hours/Year)	15 Days/Year (Hours/Year)
20	1.60	19	24	1.40	17	21
25	2.00	24	30	1.75	21	26
30	2.40	29	36	2.10	25	31.5
40	3.20	38.5	48	2.80	33.5	42
50	4.00	48	60	3.50	42	52.5
60	4.80	57.5	72	4.20	50.5	63
70	5.60	67	84	4.90	59	73.5
75	6.00	72	90	5.25	63	79
80	6.40	77	96	5.60	67	84
90	7.20	86.5	108	6.30	75.5	94.5

Example: If a part-time employee works 40 per cent of the normal 8-hour per day position (40 hours per week), that person should be credited with sick leave at the rate of 3.2 hours per month. For every month of the first calendar year of employment this would be a total of 38.5 hours sick leave credit. For every year thereafter, a total of 48 hours per year would be credited.

Subpart 18-3.101 Holiday leave for employees employed on a part-time basis

18-3.101a Subject

This Subpart will describe the extent to which part-time employees will be permitted holiday leave.

18-3.101b Definition

"Part-time employee" means any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

18-3.101c Regulation

Temporary, provisional and permanent part-time employees who meet the definition as set forth in 101b and accordingly are in the classified service shall be granted holiday leave credit on a proportionate basis.

To calculate holiday leave credits for the year, multiply the appropriate "Hours/Month" figure times the number of holiday days in the year. To round off tenths of a number the following guide should be used: .1 to .3 should be dropped, .4 to .6 should be .5, and for .7 to .9 increase to the next whole number.

An order adopting these revisions was filed February 5, 1976, as R.1976 d.37 (Exempt, Procedure Rule). Take notice that these revisions are not subject to codification and will not appear in Title 4 of the New Jersey Administrative Code.

G. Duncan Fletcher
Director of Administrative Procedure
Department of State

HOLIDAY LEAVE CREDITS

Prorated

Percentage of Full-Time Position	8 Hours/Day Position (Hours/Month)	7 Hours/Day Position (Hours/Month)
20	1.60	1.40
25	2.00	1.75
30	2.40	2.10
40	3.20	2.80
50	4.00	3.50
60	4.80	4.20
70	5.60	4.90
75	6.00	5.25
80	6.40	5.60
90	7.20	6.30

(a)

CIVIL SERVICE

CIVIL SERVICE COMMISSION

Revisions to Local Jurisdiction Personnel Manual Concerning Leave Benefits of Part-Time Employees

On January 29, 1976, the New Jersey Civil Service Commission, pursuant to authority of N.J.S.A. 11:5-1 et seq. and in accordance with applicable provisions of the Administrative Procedure Act, adopted revisions to Subparts 17-10.101 and 17-10.102 of the Civil Service Personnel Manual (Local Jurisdictions) concerning vacation and sick leave for employees employed on a part-time basis.

APPENDIX "A" (Continued)

Full text of the revised rules follows:

Subpart 17-10.101 Vacation leave for employees employed on a part-time basis

17-10.101a Subject

This Subpart will describe the extent to which part-time employees will be permitted to accrue vacation leave.

17-10.101b Definition

"Part-time employee" means any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency; and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

17-10.101c Regulation

Permanent part-time employees who meet the definition as set forth in 101b and accordingly are in the classified service shall accrue vacation leave credit on a proportionate basis. (See attached chart for computation guide.) The appointing authority has the option of granting vacation leave credit to temporary and provisional part-time employees as it deems appropriate.

VACATION CREDITS

Prorated

Percentage of Full-Time Hours	8 Hours/Day Position (Hours/Month)	12 Days/Year (1-10 Years)	15 Days/Year (10-20 Years)	20 Days/Year (20 Years +)
20	1.60	19	24	32
25	2.00	24	30	40
30	2.40	29	35	48
40	3.20	38.5	48	64
50	4.00	48	60	80
60	4.80	57.5	72	96
70	5.60	67	84	112
75	6.00	72	90	120
80	6.40	77	96	128
90	7.20	86.5	108	144

Example: If a part-time employee works 40 per cent of the normal 8-hour per day position (40 hours per week), that person should be credited with vacation credit at the rate of 3.2 hours per month. For the first ten years this would be a total of 38.5 hours vacation credit per year.

Subpart 17-10.102 Sick leave for employees employed on a part-time basis

17-10.102a Subject

This Subpart will describe the extent to which part-time employees will be permitted to accrue sick leave.

17-10.102b Definition

"Part-time employee" means any employee who, by arrangement, regularly works a constant percentage of the regular and normal work week in a class or for an agency;

and who is paid a percentage of an annual salary for the title in which such employee works or is paid at an hourly rate.

17-10.102c Regulation

Permanent part-time employees who meet the definition as set forth in 102b and accordingly are in the classified service shall accrue sick leave credit on a proportionate basis. (See attached chart for computation guide.) The appointing authority has the option of granting sick leave credit to temporary and provisional part-time employees as it deems appropriate.

SICK LEAVE CREDITS

Prorated for 1 day per month and 1 1/2 days per month

Percentage of Full-Time Position	8 Hours/Day Position (Hours/Month)	12 Days/Year (1st Year) (Hours/Year)	15 Days/Year (Hours/Year)	7 Hours/Day Position (Hours/Month)	12 Days/Year (1st Year) (Hours/Year)	15 Days/Year (Hours/Year)
20	1.60	19	24	1.40	17	21
25	2.00	24	30	1.75	21	26
30	2.40	29	36	2.10	25	31.5
40	3.20	38.5	48	2.80	33.5	42
50	4.00	48	60	3.50	42	52.5
60	4.80	57.5	72	4.20	50.5	63
70	5.60	67	84	4.90	59	73.5
75	6.00	72	90	5.25	63	79
80	6.40	77	96	5.60	67	84
90	7.20	86.5	108	6.30	75.5	94.5

Example: If a part-time employee works 40 per cent of the normal 8-hour day position (40 hours per week), that person should be credited with sick leave at the rate of 3.2 hours per month. For every month of the first calendar year of employment this would be a total of 38.5 hours sick leave credit. For every year thereafter, a total of 48 hours per year should be credited.

An order adopting these revisions was filed February 5, 1976, as R.1976 d.38 (Exempt, Procedure Rule). These revisions are not subject to codification and will not appear in Title 4 of the New Jersey Administrative Code.

G. Duncan Fletcher
Director of Administrative Procedure
Department of State

APPENDIX "B"
1977

PROPOSED UNION CONTRACT RANGES

GROUP "A" - \$500.00

NUMBER	MINIMUM	2ND.	3RD.	4TH.	5TH.
1.	6331.	6868.	7407.	7945.	8481.
2.	6623.	7182.	7740.	8299.	8861.
3.	6927.	7510.	8091.	8674.	9256.
4.	7248.	7857.	8463.	9071.	9681.
5.	7587.	8219.	8851.	9482.	10,113.
6.	7941.	8599.	9259.	9917.	10,576.
7.	8313.	8999.	9687.	10,374.	11,060.
8.	8703.	9420.	10,136.	10,853.	11,572.
9.	9113.	9862.	10,609.	11,357.	12,103.
10.	9546.	10,322.	11,100.	11,877.	12,657.
11.	9997.	10,808.	11,621.	12,434.	13,246.
12.	10,471.	11,319.	12,167.	13,016.	13,866.
13.	10,969.	11,855.	12,739.	13,624.	14,510.
14.	11,493.	12,417.	13,341.	14,268.	15,193.
15.	12,041.	13,008.	13,973.	14,939.	15,904.
16.	12,617.	13,628.	14,638.	15,648.	16,658.
17.	13,865.	14,967.	16,071.	17,172.	18,275.
18.	14,531.	15,648.	16,838.	17,992.	19,147.
19.	15,234.	16,438.	17,641.	18,847.	20,050.
20.	16,744.	18,061.	19,381.	20,699.	22,021.
21.	17,556.	18,935.	20,314.	21,694.	23,076.
22.	18,408.	19,853.	21,297.	22,740.	24,186.
23.	19,305.	20,816.	22,327.	23,838.	25,349.

5 years = 2%	25 years = 10%
10 years = 4%	30 years = 12%
15 years = 6%	40 years = 14%
20 years = 8%	