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AGREEMENT

BETWEEN

THE SALEM COUNTY WELFARE BOARD

AND

SALEM COUNTY WELFARE EMPLOYEES ASSOCIATION

1985 - 1987

X 1/1/85 - 12/31/87

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BETWEEN

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AND

SALEM COUNTY WELFARE EMPLOYEES ASSOCIATION

1985 - 1987

PREAMBLE

This Agreement entered into by the Salem County Welfare Board, hereinafter referred to as the "Employer", and Salem County Welfare Employees Association, hereinafter referred to as "Association", has as its purpose the promotion of harmonious relations between the employer and the Association; the establishment of an equitable and amicable procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The use of the word "he" throughout this contract applies to both male and female employees and is being used as a matter of convenience.

ARTICLE 1 RECOGNITION

The employer recognizes the Association as the sole 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 Annex "A", attached hereto, and by reference made a part of the Agreement, and for such additional classifications as the parties may later agree to include. The recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Civil Service Rules.

ARTICLE 11 WORK RULES

The employer, through the various department heads, shall establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced. No general rules or office policy will be changed unless the proposed changes have been posted ten (10) days prior to the date of the proposed changes and written copy of the proposed changes shall be given to the designated representative.

ARTICLE 111 HOURS OF WORK

A. Thirty-five is the standard number of working hours per week for all classified Civil Service positions in the Salem County Welfare Board.

B. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and not without having discussed such changes and the need for such with their representative.

ARTICLE 1V NON DISCRIMINATION

The parties agree that there shall be no discrimination or favoritism for reasons of sex, age, sexual preference, nationality, race, creed, color, physical handicaps, armed forces obligations, religion, marital status, political status or affiliation and representative membership and/or participation in Association activities.

ARTICLE V ACCESS TO PERSONNEL FILES

The personnel files of individual employees shall be kept in confidence and not revealed to other employees except upon the direct approval of the individual employee. Such information shall be revealed only to genuinely authorized persons. However, each employee shall have the right to inspect his own personnel file upon request and at a mutually convenient time.

ARTICLE VI SALARIES AND WAGES

A. Salary Ranges

(1) Effective January 1, 1985 all employees shall have their salaries adjusted step to step in their appropriate salary ranges in accordance with Schedule 67A (attached) in effect January 1, 1985.

(2) Effective July 1, 1986 all employees shall have their salaries adjusted step to step in their appropriate salary ranges in accordance with Schedule 67B (attached) which will provide a 4% salary increase over compensation Schedule 67A in effect January 1, 1985.

(3) Effective July 1, 1987 all employees shall have their salaries adjusted step to step in their appropriate salary ranges in accordance with Schedule 67C (attached) which will prove a 4% salary increase over compensation Schedule 67B in effect July 1, 1986.

B. Hiring Rate

The minimum step of the salary range shall be the normal hiring rate for each title.

C. Annual Merit Increments

All employees, subject to a favorable recommendation of the individual department head, shall receive, based on satisfactory performance, an annual merit increment effective January 1, 1986 and January 1, 1987 except those employees at the maximum salary step in their respective salary range and those employees with less than three months service.

An employee hired from October 1st through December 31st, shall have an anniversary date of January 1st of the second year following date of hire.

D. Range Adjustment

(1) Effective January 1, 1986 the salary range of Income Maintenance Worker will be changed from Range 15 to Range 16. Employees will be placed on the step nearest their salary on the previous range.

(2) Effective January 1, 1987 the salary range of Income Maintenance Worker will be changed from Range 16 to Range 17. Employees will be placed step to step on the new range.

(3) Effective January 1, 1986 Step 9 will be added to all salary ranges.

(4) Effective January 1, 1987 Step 10 will be added to all salary ranges.

E. Cash Bonus Awards

(1) Effective January 1, 1985 all personnel on Range 8 or below will receive a \$250 cash bonus. Personnel on Ranges 9 thru 13 will receive a \$150 cash bonus. These bonuses are one time awards and are not part of the salary range.

(2) Effective January 1, 1986 all personnel on Range 13 or below will receive a \$200 cash bonus.

(3) Effective January 1, 1987 all personnel on Range 13 or below will receive a \$150 cash bonus.

F. Extra Compensation

In the event that a Specialist performs the duties as Acting Supervisor for a minimum of 10 consecutive days the Specialist shall be paid at the higher rate of compensation for those days worked.

ARTICLE VI1 LONGEVITY.

Longevity will be granted to all employees with five years or more of continuous service with the Board from date of appointment on the basis of the annual salary (excluding any other payments) on the effective date of such entitlement as follows:

- 5 through 9 years service - 1 $\frac{1}{4}$ % current annual salary
- 10 through 14 years service - 2 $\frac{1}{2}$ % current annual salary
- 15 through 19 years service - 3 $\frac{3}{4}$ % current annual salary
- 20 years and over service - 5% current annual salary

Payment will be made by separate check at the end of the quarter following the employee's service anniversary date.

ARTICLE VI OVERTIME

A. Overtime is defined as the hours worked beyond the prescribed thirty-five hour work week within the calendar week.

The calendar week is defined as from midnight Sunday to midnight the following Sunday.

The County Welfare Board may authorize overtime for certain emergency conditions. When employees are authorized and required to work overtime by the Director, premium pay for overtime hours worked will be paid employees at $1\frac{1}{2}$ times the regular hourly rate as follows:

1. All hours worked beyond the prescribed thirty-five working hours per week.
2. All hours worked on official holidays as designated in this Agreement.

ARTICLE VII PART TIME POSITIONS

A. Part time employee means an employee whose regular hours of duty are less than the regular and normal work week.

B. Rate of compensation provided for in this Agreement are fixed on the basis of full time service in full time positions. When an employee is accepted for employment on a part time basis, compensation and appropriate benefits where applicable shall be reduced in proportion to the reduction of scheduled hours of work.

ARTICLE VIII PROMOTION

A. Promotional opportunities shall be filled in accordance with Civil Service Rules, and eligible employees shall be advised by posted notice at the earliest possible time that a promotional vacancy is to be filled. In the event

that no employee of the Board qualifies for the promotional positions, anyone meeting required Civil Service qualifications may be hired.

B. Insofar as it is compatible with Civil Service Rules and Regulations, opportunities will be afforded employees to advance within the competitive system by promotional examinations.

C. Whenever an employee is promoted to or reclassified to a title having a higher salary range, the salary increases shall be effective on the date for such personnel action. These actions shall be made in accordance with the Civil Service Rules. If the employee is unable to be certified to his provisional appointed position, said employee shall be returned to his permanent title and his salary adjusted accordingly.

ARTICLE XI SENIORITY

Seniority is defined as an employee's total length of continuous service with the employer beginning with the date of permanent appointment.

A. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of permanent employment, classification and pay rate, and shall furnish copies of same to the Association upon request and at a mutually convenient time.

B. Unless New Jersey Civil Service Statutes require otherwise, in all cases of promotions or demotions in lieu of layoffs and recalls from such layoff, a permanent employee with the greatest amount of seniority in the work classification affected shall be given preference, provided he has the ability to perform the work involved.

C. An employee with the greatest amount of seniority in the same work classification affected shall be given vacation preference over an employee with less seniority.

ARTICLE XI1 LEAVES OF ABSENCE GENERAL RULES

A permanent employee holding a classified position, who is temporarily mentally or physically incapacitated to perform his duties, may be granted special leave of absence without pay by the Salem County Welfare Board and within Civil Service limitations.

1. Request for special leave of absence shall be submitted in writing stating the reasons for the request, the date leave begins, and the probable date of return to duty.

2. Special leave of absence if granted shall not exceed six (6) months and may be extended for an additional period not exceeding six (6) months.

B. Any employee on authorized leave with pay retains his seniority.

C. When an employee has a leave without pay or a suspension or a break in service, his seniority is determined in accordance with Civil Service regulations.

ARTICLE XI11 BEREAVEMENT LEAVE

A bereavement leave of absence of up to a total of three days per incident shall be granted to an employee for attendance at the funeral of a member of the employee's immediate family. The immediate family is defined as anyone of the following: husband, wife, son, daughter, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, foster family member or any other relative living in the employee's household. Bereavement leave is not cumulative. If not used during the mourning period it is cancelled.

ARTICLE XIV SICK LEAVE

A. General sick leave is defined as the absence from duty of an employee who because of personal illness, injury or pregnancy disability as indicated in Article XV, is unable to perform the usual duties of his/her position; exposure

to contagious disease; a short period of emergency attendance upon a member of the immediate family critically ill and requiring said presence of the employee or a death in the immediate family. A member of the employee's family shall be limited to husband or wife, son, daughter, mother, father, brother, sister, and other relative living in the employee's household.

B. Eligibility - Permanent and Provisional employees in the county service shall be entitled to the following sick leave with pay:

1. One working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen days sick leave with pay for each calendar year thereafter, which can only be taken as earned. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year to year. The employee shall be entitled to such accumulated sick leave with pay if and when needed.

2. Temporary employees are eligible for sick leave as earned: one (1) day per month.

3. Regular scheduled part time employees must have worked a minimum of eighty (80) hours during the given calendar month for sick leave credit, and are eligible for sick leave benefits on a pro-rated basis of hours worked vs. standard full time hours as designated for that particular job classification.

C. Verification of Sick Leave

1. If an employee is absent for five or more consecutive working days, for any reason set forth in the above, acceptable medical evidence must be presented to the Director of the County Welfare Board. The nature of the illness shall be stated on the doctor's certificate.

2. The Director of the County Welfare Board may require the employee seeking sick leave to submit acceptable medical evidence in accordance with Civil Service Rules N.J.A.C. 4:1-17.18.

3. The Director of the County Welfare Board may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. If the sick leave is not approved, the time involved during which the employee was absent may be charged to his vacation credit, if any; otherwise, he will suffer loss of pay for such time.

4. Any employee who does not expect to report to work because of personal illness or for any of the reasons as set forth in paragraph "A" above, shall notify his immediate supervisor, or some other person in the work unit, by telephone or personal message prior to the normal starting hour of work or within one hour after the beginning hour of work for his position.

5. Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certification of the local department of health, or upon such reasonable proof as the Director of the County Welfare Board shall require.

6. In accumulating sick leave due, the total years of continuous service in classified Civil Service positions with the County Welfare Board shall be considered, less sick leave utilized.

ARTICLE XV PREGNANCY DISABILITY AND CHILD CARE LEAVE

An employee shall notify the employer of her pregnancy when it is medically confirmed. In all cases, an approximate due date shall be provided the employer by her physician. Additionally, the employee must provide medical certification indicating that she is capable of safely performing her normal work duties beyond the fourth month of pregnancy.

She may use her accumulated sick leave during any period of time that she is on Pregnancy Disability. The employee may be granted, upon written request, a Pregnancy Disability and Child Care leave without pay not to exceed six months at

any one time and not be in excess of one continuous year subject to the further approval of the Department of Civil Service.

ARTICLE XVI ADMINISTRATIVE LEAVE
(Personal Business Leave)

Three days leave with pay per calendar year shall be granted each employee for conducting personal business at his or her request upon approval of their immediate supervisor after completion of one year of service as a Welfare Board employee.

New employees shall be eligible for one day of Administrative Leave after completion of each six months of continuous service.

Except in emergency conditions, forty-eight hours prior notice of such request shall be given to the immediate supervisor.

Leave must be taken in full day increments during the calendar year in which earned.

Administrative Leave is not cumulative. If not used within the calendar year it is cancelled.

ARTICLE XVII LEAVE FOR ASSOCIATION ACTIVITIES

With the approval of the Director of the County Welfare Board a maximum of twelve (12) days in the aggregate in a calendar year will be allowed with pay for Welfare Board employees designated by the President of the Welfare Employees Association for the purpose of conducting Association business.

A minimum of twenty-four hours notice of such purpose shall be given to the Director of the Salem County Welfare Board.

ARTICLE XVIII EDUCATIONAL LEAVE

A permanent employee, holding a classified position, who desires to pursue a course of study that will increase his usefulness on return to his classified

position may request an educational leave of absence without pay, subject to the approval of the Salem County Welfare Board.

Request for educational leave of absence shall be submitted in writing stating reasons request should be granted, the date leave is to begin, and probable date of return to duty. Educational leaves of absence, if granted, shall be for a period not exceeding six months and the same may be extended for an additional period not wxceeding six months by the Salem County Welfare Board.

ARTICLE XLX VACATIONS

A. Permanent or Provisional Employees (Full time)

Permanent and Provisional employees in the Welfare Board service shall be entitled to the following annual vacations with pay subject to the approval of the requested time by the Director of the County Welfare Board.

1. For the first year or part thereof through the first full calendar year - 1 day per month as earned for each month of service or major fraction thereof.

2. Beginning with the second full calendar year through five calendar years - 12 days per year.

3. Beginning with the sixth calendar year through twelve calendar years - 15 days per year.

4. Beginning with the thirteenth calendar year through twenty calendar years - 20 days per year.

5. Beginning with the twenty-first calendar year - 25 days per year.

B. Temporary Employees

Temporary employees are eligible for vacation as earned; one day per month as earned for each month of service or major fraction thereof.

C. Seasonal Employees

Seasonal employees are not eligible for vacations.

D. Part Time Employees

To be eligible for vacation credit, regularly scheduled part time employees must have worked a minimum of eighty (80) hours during the calendar month. Vacation days will be granted on a pro-rated basis of hours worked vs. standard full time hours as designated for the particular job classification.

E. Employees Separated from County Employment

Any employee who is laid off, discharged, retired or separated from County Welfare Board service for any reason prior to taking his vacation, shall be compensated in cash for the unused vacation earned at the time of separation.

F. Vacation Carry-over

When in any calendar year the vacation or any part thereof is not granted for reasons of pressure of work, such vacation periods shall accumulate and be carried over to the next succeeding year only.

1. At the employee's request, a portion of a current year's vacation may be carried forward into the next succeeding calendar year only as follows:

<u>Years of Continuous Service</u>	<u>Vacation Eligible to Carry Over</u>	<u>Maximum Vacation Allowed to Accumulate</u>
2 but less than 15	Ten days	Ten days
15 but less than 20	Ten days	Fifteen days
20 or more	Ten days	Twenty days

2. Any surplus vacation accumulated beyond the amount allowed to accumulate and not taken will be lost, unless an exception is granted by the Salem County Welfare Board, but not beyond one year's entitlement.

3. Request to carry over vacation must be in the hands of the Director of the County Welfare Board no later than November 1st of the current calendar year.

ARTICLE XX HOLIDAYS

A. The following are recognized paid County Welfare Agency holidays:

1. New Year's Day
2. Martin Luther King's Birthday (January 15)
3. Lincoln's Birthday
4. Washington's Birthday (3rd Monday in February)
5. Good Friday
6. Memorial Day (4th Monday of May)
7. Independence Day
8. Labor Day
9. Columbus Day (2nd Monday of October)
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day

B. Any other holidays as the Salem County Welfare Board may legally deem appropriate for all employees.

C. Holidays designated above which officially fall on a Sunday shall be celebrated on the following Monday. Holidays which officially fall on a Saturday will be celebrated on the preceding Friday.

ARTICLE XXI HEALTH BENEFITS

A. Hospital, Surgical & Major Medical Benefits

Provisional and permanent employees and after 60 days of continuous service, such newly hired employees may enroll for State Health Benefits Plan including their dependents who are eligible under this plan. The premiums will be paid by the employer.

B. Provisional and permanent employees and after 60 days of continuous service such newly hired employees may enroll for New Jersey Dental Insurance Plan benefits including their dependents who are eligible under this plan. The premium charges will be paid for by the employer in accordance with the provisions of this plan.

C. Provisional and permanent employees and after 60 days of continuous service such newly hired employees including their eligible dependents will be eligible for coverage under a prescription drug program with a deductible provision of \$1.00 per prescription and each renewal of such prescription in accordance with the conditions of such program.

D. Provisional and permanent employees and after 60 days of continuous service such newly hired employees shall be eligible to receive one reimbursement for vision care services during any one year period commencing January 1, 1985. Such reimbursement is limited to \$50.00 for regular lenses or \$60.00 for bifocal or trifocal lenses and \$50.00 for eye examination.

1. Employees appointed to fill regular positions for short periods of time, maximum of four months or the equivalent thereof, are not eligible for hospital, surgical and major medical benefits nor for Dental Plan benefits.

2. Seasonal and part-time employees are not eligible for the above benefits.

ARTICLE XXI TEMPORARY DISABILITY BENEFIT

Permanent and provisional employees shall be eligible for Temporary Disability Benefits in accordance with the provisions of Public Law 1980 Chapter 18. It is understood that said law requires contributions from both employer and employees.

ARTICLE XXIII WORKMEN'S COMPENSATION - SAFETY AND HEALTH

A. When an employee is injured in the course of his employment and qualifies for Workmen's Compensation under the Workmen's Compensation Laws.

1. He will be paid while on leave of absence as a result of his disability the difference between the amount received as compensation and his salary during the period he is unable to work as determined by a physician designated by the insurance carriers. The salary difference during such leave is limited to a maximum of one year from the initial date of injury

2. Time lost will not be charged against accumulated sick leave.

B. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any protective tools or devices reasonably necessary to ensure their safety and health. The proper use of this equipment is mandatory on the part of the employees.

ARTICLE XXIV AUTOMOBILE UTILIZATION

A. Reimbursement

1. Employees using personal automobiles for authorized county business will be compensated at a rate of twenty-one (21) cents per mile.

B. Insurance Claims

Welfare Board employees using their personal cars on authorized business are not required to provide any special insurance coverage beyond what they consider adequate for their personal use of their automobile.

Salem County Welfare Board will reimburse those employees who are authorized and required to utilize their personal cars on county business up to one hundred (\$100.00) dollars to compensate for the increased insurance premium that they are subject to because of this usage. The employees must provide a certificate of

insurance to the Director citing the minimum coverage required and must show proof of payment of such coverage and continuing proof at the employer's request. This reimbursement will be made only in the year contracted for the period of time that the employee had such increased insurance, and will not be paid retroactively for previous coverage years for which reimbursement was not requested.

ARTICLE XXV RETIREMENT

A. Hospitalization

Upon retirement, employees with a minimum of twenty-five years of service credit in the Public Employees Retirement System shall have hospital, surgical and major medical benefits paid in full by the employer.

B. Lump Sum Payment for Unused and Accumulated Sick Leave

All employees who retire from the Public Employee's Retirement System shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement, provided that such payment shall not exceed Twelve Thousand Dollars (\$12,000.00).

An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment.

Those employees who have a break in service (excluding layoffs) on or after January 1, 1979 shall be entitled to apply for lump sum purposes only the unused accumulated sick leave which was earned from the date of return to employment from the most recent break in service prior to effective date of retirement.

ARTICLE XXVI GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. 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 Administration, and having the grievance adjusted without the intervention of the Association.

B. Definitions

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance".

C. Presentation of a Grievance

The Welfare Board agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one Association representative who is an employee of the Board throughout the grievance procedure.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

STEP 1

A. The grievant shall institute action under the provisions hereof in writing, signed and delivered to his or her Supervisor within ten (10) working days of the occurrence complained of, or within ten (10) working days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the Association representative.

B. The Supervisor shall render a decision in writing within ten (10) working days after receipt of the grievance.

STEP 2

A. In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination at Step 1. The grievant may be represented by an employee who is the Association representative.

B. The Director of Welfare, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint.

STEP 3

A. Should the grievant disagree with the decision of the Director, or his designee, the aggrieved may within five (5) working days submit to the Board a statement in writing and signed as to the issues in dispute. In the event the grievant files his statement with the Board at least ten (10) working days prior to a Board meeting, the matter shall be placed on the agenda for the Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the

Director together with the disputed areas submitted by the grievant. The grievant and/or the Association representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final.

B. The grievant may be represented by the Association representative. A minority organization shall not present or process grievances.

STEP 4

A. Any unresolved contract grievance (as defined in B.1, Definitions above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of Civil Service, may be appealed to arbitration only by the Association. The Association must file the request for arbitration within ten (10) working days after the receipt of the Board's decision.

B. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before Civil Service. The Association's decision to request the movement of a grievance to arbitration shall be final as to the interests of the grievant and the Association.

C. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the individual may present his complaint to Civil Service procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

D. The arbitrator shall be selected by agreement between the parties within thirty (30) working days following the execution of this agreement. The arbitrator

shall be selected from a list of arbitrators who are members of the Institute of Management and Labor Relations of Rutgers University and shall be designated as permanent and shall serve during the life of the agreement, or

E. If the parties do not desire a permanent arbitrator, they may have the option of selecting an arbitrator on a case-by-case basis as follows:

1. By selection from list of arbitrators who are members of the Institute of Management and Labor Relations of Rutgers University, in accordance with the selection procedures of the Institute, or;

2. By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission, or;

3. By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

F. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

G. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Association and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

H. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Welfare Board's authority.

The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

I. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

J. The costs of the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

K. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript the cost will be shared equally.

L. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

M. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

ARTICLE XXV11 LABOR RELATIONS COMMITTEE

The Association will designate a Labor Relations Committee limited to 3 member os the Association for the purpose of enhancing labor relations between employer and employees. Committee representatives may appear at Welfare Board meetings to discuss matters in which it is felt that Civil Service regulations are being abridged or abused by the Director of Welfare. Appearance by the

Committee may be made by filing a written notice of intent to the Board. The matter shall be placed on the agenda for the next Board meeting if notice is made at least ten (10) working days prior to a Board meeting. Notices filed less than ten (10) working days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting.

ARTICLE XXVI FULLY BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms, conditions of employment and that the Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

ARTICLE XXIX TERM OF AGREEMENT

This Agreement shall be accepted and become effective as of January 1, 1985 and shall remain in full force and effect through December 31, 1987. Either party shall notify the other, in writing, 90 calendar days prior to the end of 1987 of its intention to negotiate a new contract.

In the event that such notice is given, negotiations shall begin not later than sixty days prior to the end of the calendar year; and this Agreement shall remain in full force and be effective during the period of negotiations until a new Agreement is amicably signed thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands this

15th day of August 1985.

Stanley H. Hughes
President, Salem County Welfare Board

Joseph J. Oyer
Chairman, Negotiating Committee,
Salem County Welfare Board

Benjamin H. Timferman
Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Clarence S. Wilder, Jr.
Chairperson, Negotiating Committee
Salem County Welfare Employees Assoc.

Clara M. Blanchard
Member, Negotiating Committee

John S. Tom
Member, Negotiating Committee

Elba J. Livingston
Member, Negotiating Committee

Nancy E. Massing
Member, Negotiating Committee

Kenneth L. Thompson
Member, Negotiating Committee

Lois C. Hogate
Member, Negotiating Committee

Lois Haskell
Member, Negotiating Committee

Patricia Ann Bradley
Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

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