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**WORK  
AGREEMENT  
CONTRACT  
FOR  
SALEM COUNTY  
EMPLOYEES**

**THIS BOOK DOES  
NOT CIRCULATE**





**COUNTY OF SALEM**  
**RULES and REGULATIONS**  
**GOVERNING**



**EMPLOYEES**

# **PREAMBLE**

## **I. RECOGNITION**

## **II. GENERAL RULES**

- A. Proposed Salary Ranges**
- B. Salary Rate**
- C. Minimum Rate**
- D. Hiring Within Salary Ranges**
- E. Promotion**
- F. Rate of Compensation**
- G. Autos Used for County Business**

## **III. DETAILED PLAN**

- A. Increases**
- B. Service Award**
- C. Work Schedule**
  - 1. Hours**
  - 2. Shift Work**
  - 3. Holidays**
  - 4. Leave of Absence**
  - 5. Overtime**
  - 6. Workmen's Compensation, Safety, and Health**
  - 7. Equal Rights**
  - 8. Work Rules**
  - 9. Grievances and Arbitration Procedure**

## **IV. SUPPLEMENTARY BENEFITS**

- A. Hospital, Surgical, and Major Medical Benefits**
- B. Group Hospital Medical Plan**
- C. Vacations**
- D. Sick Leave**
- E. Seniority**
- F. Term of Agreement**

# **AGREEMENT**

**Between**

**Board of Chosen Freeholders  
County of Salem**

**and**

**Salem County Council No. 21**

**New Jersey Civil Service Association**

## **Preamble**

This agreement entered into by the Board of Chosen Freeholders, County of Salem, hereinafter referred to as the "Employer" and Salem County Council #21, New Jersey Civil Service Association, 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.

## **I. Recognition**

The Employer recognizes the Representative 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 classification listed under Annex 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 Title II, Civil Service Laws.

## II. General Rules

A. The proposed salary ranges shall be established and applied to all authorized classified positions, except where positions and salary are set by statute, part-time employment or professional services on specialized basis. See Annex A. Summer employees are to be employed on a daily or hourly basis and will be paid only for days or hours actually worked.

B. The salary rate of each person, if less than minimum rate designated for his position, shall be adjusted to the proposed minimum.

C. The minimum rate shall normally be the hiring rate for each title.

D. Only in the event that the department employees do not meet required qualifications after promotional examination then a more qualified person based upon prior experience is required upon written request of the Department Head or Freeholder Chairman of the Department, the Board of Freeholders may permit the hiring within the salary range as they deem necessary to properly and justifiably fill a position. Notification of the hiring at a higher rate than minimum shall be sent to the Secretary of Civil Service Council #21.

E. Whenever an employee is promoted to a classification having a higher salary range, salary increases for such a promotion shall be made only after State Department of Civil Service has certified on a CS6 Form. The salary increase resulting from the title change will be retroactive to the effective date of promotion, however, the increased salary adjustment for promotion shall be retroactive for a period not to exceed 12 months.

F. Rate 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 shall be proportionately reduced in computing the rate of compensation payable for part-time service.

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

H. Automobiles used for County Business — County employees using personal automobiles for county business will be compensated at the rate of 10¢ (ten cents) per mile except those employees governed by state law or court orders.

Insurance Clause — employees using their personal cars on county business are covered under the county insurance limits and are not required to provide any insurance coverage beyond what they consider adequate for their own personal use of the automobile.

### **III. Detailed Plan**

A. Increases — All employees with more than 4 months full time service shall receive an annual increment on January 1st., subject to a favorable recommendation of the individual department heads except those employees presently receiving the maximum salary in their respective salary range.

B. Service Award Pay — will be given at the end of the quarter following the employee's service anniversary date. This will be paid in a separate check to all classified permanent Civil Service employees with more than five years continuous full-time service on the following basis:



- 5 years —  $\frac{1}{4}$  of a full increment
- 10 years —  $\frac{1}{2}$  of a full increment
- 15 years —  $\frac{3}{4}$  of a full increment
- 20 years — 1 full increment

### **C. Work Schedule**

The basic work week for all employees working in a classified Civil Service position will remain as hours currently in effect and established by the Board of Chosen Freeholders.

1. The regular starting 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 representative of the employees.

2. 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 within their job classification will, where reasonably possible, have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

3. Holidays — The following days are recognized paid County holidays: New Years Day, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day.

4. Holidays which officially fall on a Saturday shall be celebrated on the preceeding Friday. Holidays that officially fall on a Sunday shall be celebrated on the following Monday.

### **5. Leave of Absence**

a. A permanent employee holding a classified position who is temporarily, mentally or physically incapacitated to perform his duties, with

the approval of the appointing authority and the Board of Freeholders may be granted special leave of absence without pay.

b. 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 a special leave of absence without pay, and same be granted by the appointing authority and the Board of Chosen Freeholders.

c. Request for special 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. Special leaves of absence, if granted shall be for period not exceeding six months, and same may be extended for an additional period not exceeding six months by appointing authority and the Board of Chosen Freeholders.

d. For each case of special leave without pay other than herein provided, the appointing authority and the Board of Chosen Freeholders shall determine whether employee granted such leave shall be entitled to his former position on his return from such leave, or whether his name shall be placed on the re-employment list for the class.

## **6. Overtime**

Overtime is defined as hours worked beyond 40 hours in one calendar week. The calendar week is defined as from midnight Sunday to midnight the following Sunday.

All Departments are authorized overtime for certain emergency conditions. Their overtime schedule is as follows:

Overtime is to be paid only when the employee is ordered to work by the Department Head. (Overtime refers to 1½ times salary or compensatory time off.) For Sunday hours worked, an employee will be paid 1½ times regular rate.

For Holidays worked, an employee shall be paid overtime pay at 1½ times his regular rate for all hours worked. In addition he is entitled to a Holiday allowance equivalent to pay for his regularly scheduled working hours, not to exceed eight (8) hours, at his regular rate.

## **7. Workmen's Compensation, Safety & Health**

When an employee is seriously injured on duty and receives Workmen's Compensation:

a. He will be paid the difference between the amount received as compensation to him and his salary during the period when he is unable to work as determined by a qualified physician.

b. Time lost will not be charged against accumulated sick leave. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any tools or devices reasonably necessary in order to insure their safety and health. The proper use of this equipment is mandatory on part of the employee.

## **8. Equal Treatment**

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

## **9. Work Rules**

The employer through his Department Heads shall establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

## **10. Grievance and Arbitration Procedure**

When an employee has a justifiable grievance, he should discuss his problems with his immediate supervision. If he does not receive any satis-

factory answer thereto, he should pursue the following procedure with the assurance from the administration that no prejudicial action will result.

Step 1 — The employee shall present in writing the text of the grievance to his immediate supervisor and Department Head.

Step 2 — If no mutually satisfactory solution is developed to this written problem within 10 working days after Step 1, the employee with his Civil Service Council Representative will make arrangements to meet with the Freeholder Committee in charge of the employee's Department. Copies of the written grievance will be provided to all participants.

Step 3 — If the grievance has not been settled within ten working days after Step 2, the employee with the Executive Committee of the Civil Service Council will meet with the full Board of Freeholders in order to arbitrate the grievance.

Step 4 — If the grievance still remains unsettled, the employee with the Executive Committee of the Civil Service Council will then arrange a hearing with the Civil Service Commission.

#### **IV. Supplementary Benefits**

A. Hospital, Surgical, and Major Medical Benefits — Temporary and Permanent employees, after ninety days service, may enroll for benefits for the entire family. The employee's benefits will be paid by the employer; the additional costs of family benefits will be borne by the employee. Regularly scheduled part-time employees must work at least three days per week to be considered eligible for the above benefits.

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

## **C. Annual Vacations**

**1. Permanent employees** in the county service shall be entitled to the following annual vacations with pay subject to the approval of the requested times by the employee's immediate supervisor.

Up to one year service, one working day's vacation for each month of service; after one year and up to ten years of service, twelve working days' vacation; after ten years and up to twenty years of service, 15 working days' vacation; after twenty years, 20 working days vacation.

When in any calendar year the vacation or any part thereof is not granted by reason of pressure of work, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

At the employee's request, vacation period of up to 10 working days may be banked for a succeeding calendar year.

**2. Temporary employees** in the county service shall be entitled to the following annual vacation with pay:

One working day's vacation for each month served during such temporary full-time employment providing the employee intends to take an examination for the position held in a temporary capacity and provided further that said employee has indicated in writing to the Head of the Department and the certifying agent his intention to take the next scheduled examination for the position held in a temporary capacity.

**3.** Seasonal employees are not eligible.

**4.** Regularly scheduled part-time employees will be eligible for pro rated benefits.

**5.** Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his vaca-

tion, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

#### **D. Sick Leave with Pay**

1. Permanent employees in the county service shall be entitled to the following sick leave of absence with pay:

One working day's sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st. next following such date of appointment, and fifteen days' sick leave with pay for each calendar year thereafter, which can be taken only as earned. If such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of 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.

A member of the employee's immediate family shall be limited for the above purpose to father or mother, husband or wife, brother or sister, son or daughter, and mother-in-law or father-in-law.

If an employee is absent for three or more consecutive working days, for any of the reasons set forth in the above rule, the Department Head may require acceptable medical evidence. The nature of the illness should be stated on the doctor's certificate unless it is confidential between doctor and patient.

The Department Head may at any time require the employee seeking sick leave to submit acceptable medical evidence. If the sick leave is not approved, the time involved during which the employee was absent shall be charged to his vacation credit, if any; otherwise, he will suffer loss of pay for such time.

Any 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 hereinabove set forth shall notify his immediate supervisor, or some other person in his particular employment unit, by telephone or personal message, if possible prior to the normal starting hour of work, or within one hour after the beginning hour of work for his position.

Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certificate of the local department of health, or upon such reasonable proof as the Department Head shall require.

The total years of continuous service after permanent appointment of each such employee in the classified Civil Service shall be considered in computing accumulated sick leave.

2. Temporary employees in the county service shall be entitled to the following sick leave of absence with pay:

One working days' sick leave with pay for each month served during such temporary full-time employment which can be taken only as earned, provided the employee intends to take an examination for the position held in a temporary capacity and provided further that said employee has indicated in writing to the Head of the Department and the certifying agent his intention to take the next scheduled examination for the position held in a temporary capacity.

3. Seasonal employees are not eligible.

4. Regularly scheduled part-time employees will be eligible for pro rated sick leave benefits.

## **E. Seniority**

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

2. The Employer shall maintain an accurate, up-to-date seniority roster showing each employees' date of permanent employment, classification and pay rate, and shall furnish copies of same to the Representative upon request.

3. Except where New Jersey Civil Service Statutes requires otherwise, in all cases of promotion, demotions, layoff, recall, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, a permanent employee with the greatest amount of seniority in the work classification in question shall be given preference, provided he has the ability to perform the work involved.

## **F. Term of Agreement**

This agreement shall be accepted and become effective as of the date the parties hereto having set their signatures upon the agreement, and shall remain in full force and effect until the Thirty-first (31st) day of December, 1972. Either party shall notify the other, in writing, ninety (90) calendar days prior to the end of any calendar year should it desire to negotiate and modify any or all parts of this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) 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.

IN WITNESS WHEREOF, the parties hereto have set their hands this fifth day of May, 1971.

George C. Pappas  
Freeholder Director



Joseph J. Dyer  
 Freeholder  
 George W. Ayres  
 Freeholder  
 John M. Pancoast, Jr.  
 Freeholder  
 D. B. Crocket  
 Freeholder  
 Thomas A. Pankok  
 Freeholder  
 John Waddington  
 Freeholder  
 Mary C. Healy  
 Council President  
 Maria Johanna Geiger  
 Negotiating Committee Chairman  
 Sylvan E. Simpkins  
 Committee Member (Vice President)  
 Erma Halstead  
 Committee Member  
 Camilla A. Golenda  
 Committee Member  
 Attested by:  
 Warren R. Swaverly  
 Clerk — Board of Chosen Freeholders

State of New Jersey )  
 ) SS  
 County of Salem )

BE IT REMEMBERED, that on this fifth DAY OF May in the year of our Lord, one thousand nine hundred seventy-one (1971), before me, the undersigned authority, personally appeared the above named people who, I am satisfied, are the persons who executed the above instrument and acknowledged that they signed, sealed and delivered the same as their acts and deeds. All of which is hereby certified.

Warren R. Swaverly  
 Clerk — Board of Chosen Freeholders

BE IT RESOLVED by the Salem County Board of Chosen Freeholders that the following salary ranges be adopted for the respective job classifications as indicated and to be made effective January 1, 1971.

**NORMAL WORK WEEK — 30 HOURS**

**1971 ANNUAL  
SALARY RANGE**

\$ 3,470- 4,481	Clerk Typist Index Clerk
3,640- 4,702	Clerk Bookkeeper Clerk Stenographer
4,000- 5,170	Deputy Registrar
4,400- 5,690	Clerk to Jury Commission Senior Account Clerk Senior Clerk Transcriber Senior Clerk Typist Senior Index Clerk Senior Index Clerk (Knowledge Bookkeeping)
4,610- 5,963	Senior Microfilm Operator Court Clerk Senior Bookkeeping Machine Operator Senior Clerk Bookkeeper Senior Clerk Stenographer Senior Docket Clerk Senior Identification Officer
4,840- 6,262	Assistant County Superintendent of Weights and Measures
5,080- 6,574	Principal Account Clerk Principal Bookkeeping Machine Operator Principal Clerk Bookkeeper Principal Clerk Stenographer Principal Clerk (Typing) Senior Court Clerk Veterans Service Officer
5,320- 6,886	Registrar (Board of Elections)

5,380- 6,964 Investigator Clerk, Probation Dept.  
 5,510- 7,133 Secretary to County Judge  
 5,590- 7,237 Graduate Nurse (Public Health)  
 Head Clerk  
 Head Clerk Bookkeeper  
 Principal Planning Aide  
 Senior Key Punch Operator, Ac-  
 count Clerk  
 5,860- 7,588 Administrative Clerk, County En-  
 gineer's Office  
 6,150- 7,965 Chief Clerk, Agricultural Extension  
 Service  
 Chief Clerk, Sheriff's Office  
 Chief Clerk Surrogate's Office  
 Public Health Nurse  
 Sanitary Inspector  
 7,700- 9,980 Investigator, Prosecutor's Office  
 Senior Sanitary Inspector  
 7,820-10,136 Senior Planner  
 8,200-10,630 Probation Officer  
 8,610-11,163 Principal Planner  
 9,040-11,722 Senior Probation Officer  
 10,440-13,542 Principal Probation Officer II

### **NORMAL WORK WEEK 35 HOURS**

3,470- 4,481 Food Service Worker  
 3,640- 4,702 Laundry Worker  
 4,000- 5,170 Cook, County Home  
 4,610- 5,963 Senior Cook, County Home

### **NORMAL WORK WEEK — 40 HOURS**

3,470- 4,481 Building Service Worker  
 Institutional Attendant  
 3,640- 4,702 Building Maintenance Worker  
 Senior Building Service Worker  
 3,815- 4,930 Senior Building Maintenance Work-  
 er  
 4,000-5,170 Practical Nurse

4,190- 5,417 Senior Practical Nurse  
 4,330- 5,599 Radio Dispatcher  
 4,400- 5,690 Cook, Penal Institution  
           County Correction Matron  
 4,450- 5,755 Practical Nurse Licensed  
 4,610- 5,963 Custodial Fireman  
 5,080- 6,574 County Correction Officer  
 5,320- 6,886 Graduate Nurse  
 5,590- 7,237 County Correction Sergeant  
 5,820- 7,536 Maintenance Repairman  
 5,860- 7,588 Building Maintenance Worker Fore-  
           man  
           Head Nurse  
 6,150- 7,965 Supervisor of Nurses

## **ROAD DEPARTMENT**

### **NORMAL WORK WEEK — 40 HOURS**

4,385- 5,674 Laborer  
 4,614- 5,966 Engineering Draftsman  
           Storekeeper  
           Traffic Maintenance Man  
           Truck Driver  
 4,926- 6,382 Engineering Aide  
 5,321- 6,881 Assistant Road Foreman  
 5,362- 6,943 Engineering Aide (Grade I)  
 5,820- 7,546 Engineering Aide (Grade II)  
 5,860- 7,588 Road Foreman  
 6,111- 7,921 Heavy Equipment Operator, Roads  
 6,922- 8,961 Senior Road Inspector  
 7,422- 9,626 Senior Mechanical Repairman  
 7,450- 9,655 General Road Foreman  
 7,463- 9,668 Principal Engineering Aide  
 8,025-10,396 Assistant Engineer  
 10,000-12,970 Senior Engineer-Highways

### **NORMAL WORK WEEK — AS REQUIRED**

5,320- 6,886 County Superintendent of Weights  
           and Measures

6,770- 8,771 Administrator, County Home  
Deputy Warden, County Jail  
8,020-10,396 Assistant County Treasurer  
8,900-11,540 County Detective  
Warden, County Jail  
10,000-12,970 Chief of County Detectives  
10,100-13,100 Director of Public Health Nursing  
Service  
12,080-15,674 Chief Probation Officer

George C. Pappas

Dated: April 21, 1971

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Board of Chosen Freeholders at a regular meeting on Wednesday, April 21, 1971.

Warren R. Swaverly

