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AGREEMENT

Between

SALEM COUNTY WELFARE BOARD

and

SALEM COUNTY COUNCIL #21

NEW JERSEY CIVIL SERVICE ASSOCIATION

12-21-71
12-31-72

Preamble

This agreement entered into by the Salem County Welfare Board, 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 classifications 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 the 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, the Salem County Welfare Board 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 it, 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 a 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. The Salem County Welfare Board will reimburse those employees utilizing their personal car on Welfare business up to \$100.00 to compensate for the increased premium they become subject to because of this business use. These employees must provide a certificate of insurance to the Welfare Director citing the minimum coverage

I. Office Structure - there shall be in the Salem County Welfare Office a structure providing ample opportunity for employees to advance to the principal title within their Civil Service Classification.

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 be 35 (thirty-five) hours per week.

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. 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.

3. 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.

4. 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 Salem County Welfare Board 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 granted by the Salem County Welfare Board.

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 the Salem County Welfare Board.

d. For each case of special leave without pay other than herein provided, the Salem County Welfare Board 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.

5. 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.

The Welfare Department is 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 $1\frac{1}{2}$ times salary or compensatory time off.) For Sunday hours worked, an employee will be paid $1\frac{1}{2}$ times regular rate.

For Holidays worked, an employee shall be paid overtime pay at $1\frac{1}{2}$ 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.

6. 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 his 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.

7. 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.

8. 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.

9. 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 satisfactory 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 Executive 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 Salem County Welfare Board 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 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 of 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

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 vacation, 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

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 due.

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 employee's 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 have at their hands this

21st day of June 1971

[Signature]
President-Salem County Welfare Board

[Signature]
Council President

[Signature]
Vice-President-Salem County Welfare Board

[Signature]
Negotiating Committee Chairman

[Signature]
Freeholder Member

[Signature]
Committee Member

[Signature]
Freeholder Member

[Signature]
Committee Member

[Signature]
Board Member

[Signature]
Committee Member

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

Attested by:
[Signature]
Secretary-Salem County Welfare Board

State of New Jersey)
County of Salem)

BE IT REMEMBERED, that on this _____ day of _____
in the year of our Lord one thousand nine hundred and _____
(19____), before me the undersigned authority _____
above named people _____ do hereby certify that they have
above instrument _____ in knowledge _____
the same as their actual deeds.

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

<u>1971 Annual Salary Range</u>	<u>Normal Work Week - 35 Hours</u>
\$ 4104-5334	Clerk Typist
4309-5599	Clerk Bookkeeper Clerk Stenographer
5237-6809	Senior Clerk Typist
5499-7149	Senior Clerk Bookkeeper Senior Clerk Stenographer
6063-7881	Principal Clerk Bookkeeper Principal Clerk Stenographer Principal Clerk (Typing) Welfare Aide
8124-10,560	Case Worker
8957-11,645	Supervisor of Casework
10,369-13,477	Administrative Supervisor
12,080-15,674	Director

BE IT RESOLVED by the Salem County Welfare Board that
the following salaries be adopted and made effective January 1,
1971:

1971 Annual Salary

2800.

Counsel

3640.

Building Maintenance Worker
