

**BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY  
RESOLUTION**

No. 501-08

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY AND AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES (AFSCME,) LOCAL 3596,  
TERM OF JULY 1, 2008 THROUGH JUNE 30, 2012**

**WHEREAS**, an agreement has been reached by and between the County of Cape May and AFSCME, Local 3596, and it is desired to authorized the execution of a formal written contract; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Cape May, that the proper officers of the Board, to wit, the Director and the Clerk, be and they are hereby authorized and directed to execute a contract between the County of Cape May and AFSCME for the period of July 1, 2008 through June 30, 2012.

STATEMENT

This Resolution authorizes the settlement of a new contract with AFSCME, on behalf of participating County employees, for a 4-year term .

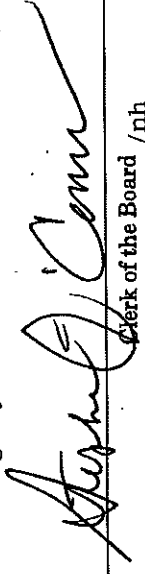
cc: -AFSCME  
All Department Heads  
County Treasurer  
Human Resources  
File: Unions/AFSCME

STATE OF NEW JERSEY }  
COUNTY OF CAPE MAY } ss.:

I, Stephen O'Connor, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 24<sup>th</sup> day of \_\_\_\_\_

June \_\_\_\_\_ 20 08.

Signed,



Clerk of the Board /nh

Freeholders	RECORD OF VOTE			
	Ayes	Nayes	Abstain	Moved / Second
Mr. Beyel	✓			
Mr. Thornton	✓			✓
Mr. Sheets	✓			✓
Mr. Desiderio	✓			
Mr. Bakley	✓			

✓ Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

AGREEMENT

BETWEEN

CAPE MAY COUNTY

CAPE MAY COURT HOUSE, NEW JERSEY,

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES - LOCAL 3596

AFSCME DISTRICT COUNCIL 71, AFL-CIO

FOR THE PERIOD JULY 1, 2008 THROUGH JUNE 30, 2012

INDEX

	<u>Page</u>
PREAMBLE .....	3
ARTICLE ONE - PURPOSE .....	3
ARTICLE TWO - RECOGNITION .....	3
ARTICLE THREE - MANAGEMENT RIGHTS .....	5
ARTICLE FOUR - DEFINITIONS .....	8
ARTICLE FIVE - GRIEVANCE PROCEDURE .....	10
ARTICLE SIX - DISCIPLINARY ACTION .....	19
ARTICLE SEVEN - SENIORITY .....	20
ARTICLE EIGHT - UNION REPRESENTATIVES .....	22
ARTICLE NINE - HOURS AND OVERTIME .....	25
ARTICLE TEN - HOLIDAYS/PERSONAL DAYS .....	36
ARTICLE ELEVEN - VACATIONS .....	40
ARTICLE TWELVE - HEALTH BENEFIT PROGRAM .....	45
ARTICLE THIRTEEN - SICK LEAVE .....	54
ARTICLE FOURTEEN - WORKMEN'S COMPENSATION/INJURY LEAVE .....	61
ARTICLE FIFTEEN - SALARIES AND COMPENSATION .....	65
ARTICLE SIXTEEN - FUNERAL LEAVE .....	70
ARTICLE SEVENTEEN - TEMPORARY ASSIGNMENT PAY .....	71
ARTICLE EIGHTEEN - LONGEVITY .....	72
ARTICLE NINETEEN - SHIFT DIFFERENTIAL .....	73
ARTICLE TWENTY - UNIFORMS .....	74
ARTICLE TWENTY-ONE - BULLETIN BOARDS .....	76
ARTICLE TWENTY-TWO - WORK RULES .....	77
ARTICLE TWENTY-THREE - NO STRIKE PLEDGE .....	78
ARTICLE TWENTY-FOUR - NON-DISCRIMINATION .....	79
ARTICLE TWENTY-FIVE - DEDUCTIONS FROM SALARY .....	80
ARTICLE TWENTY-SIX - LEAVES OF ABSENCE .....	82
ARTICLE TWENTY-SEVEN - SEPARABILITY AND SAVINGS .....	85
ARTICLE TWENTY-EIGHT - FULLY BARGAINED PROVISIONS .....	85
ARTICLE TWENTY-NINE - EMPLOYEE SAFETY .....	85
ARTICLE THIRTY - TERM AND RENEWAL .....	86
SIGNATORY .....	88
APPENDIX "A" .....	89

PREAMBLE

This Agreement, entered into this 24th day of June, 2008, by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey (hereinafter called the "County") and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3596 AFFILIATED WITH DISTRICT COUNCIL 71, AFL-CIO (hereinafter called the "Union") represents the complete and final understanding on all the bargainable issues between the County and the Union.

ARTICLE ONE

PURPOSE

This Agreement is entered into in accordance with the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, et. seq.) of the State of New Jersey; to promote and ensure harmonious relations, cooperation and understanding between the County and its employees; to prescribe the rights and duties of the County and its employees; and, to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the County of Cape May and its employees and the County.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Resolutions of the County of Cape May and the Rules and Regulations of the various departments of the County of Cape May. Where any Resolution or Rule and Regulation, or part

thereof, of the County or its various departments is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation or part thereof.

In accordance with the "Certification of Representative" of the Public Employment Relations Commission, dated June 14, 1994, Docket No. RO-94-119, the County recognizes the Union as the sole and exclusive representative of all blue and white collar employees of the County of Cape May covered in the aforementioned certification and as more particularly enumerated by job titles in Appendix A attached hereto and made a part hereof, for the purpose of collective bargaining negotiations concerning salaries, wages and other terms and conditions of employment. Only those job titles enumerated in Appendix A are included in the bargaining unit and any title that the parties agree to include during the life of this Agreement. All other job titles are specifically excluded from the bargaining unit. It is the intention of the Agreement to specifically exclude all other employees, all employees represented by other negotiation units, confidential employees, managerial executives, temporary employees, police, firefighters and supervisors within the meaning of the Act.

ARTICLE THREE

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 exercise all management functions and responsibilities that the County has not expressly modified or restricted by a specific provision of this Agreement;
2. To exercise all management and administrative control of the County Government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the activities of its employees;
3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the County;
4. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause;

5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;
6. To determine the number of employees and the duties to be performed;
7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;
8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the County;
9. To relieve employees from duty because of lack of work, lack of funding or other legal cause;
10. To determine the amount of overtime to be worked;
11. To determine the methods, means and personnel by which its operations are to be conducted;
12. To determine the content of work assignments;
13. To exercise complete control and discretion over the organization and the technology of performing its work;
14. To subcontract for any existing or future service as determined necessary by the County, however,

whenever the County contemplates contracting out any type of work, that will result in layoffs of employees, it shall inform the Union of its intentions at least forty-five (45) days prior to the awarding of any contract. During this time period the County shall meet with the Union and discuss the reasons for subcontracting;

15. To make or change County rules, regulations, policies, and resolutions as the County may from time-to-time deem best for the purpose of maintaining order, safety and/or the effective and efficient operation of the work of the County, so long as the change does not involve a mandatory subject of bargaining; and,

16. To generally manage the affairs of the County, attain and maintain full operation efficiency and productivity and to direct the work force.

B. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the County on behalf of the taxpayers and that the County cannot bargain away or eliminate any of its managerial rights.

C. 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 judgment 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.

D. The County agrees to review and discuss with representatives of the Union any managerial decisions affecting job classifications or duty changes that may be created due to the New Jersey Department of Personnel Reclassification, prior to implementation or any other matter that may affect hours, wages or conditions of employment.

E. The County agrees to hold harmless any member of the bargaining unit whose position or job classification may be affected by the New Jersey Department of Personnel Reclassification.

#### ARTICLE FOUR

##### DEFINITIONS

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

Permanent employee - means an employee who has acquired New Jersey Department of Personnel permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - means persons hired for a period of not more than six (6) months of employment in the aggregate during a

twelve (12) month period.

Provisional appointment - means the appointment to a 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 work are less than 35 hours per week.

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

Dependents - include employee's spouse and any employee's unmarried children (including any step children, legally adopted children and foster children) dependent upon employee for complete support and maintenance and who have been reported for insurance between birth and 19 years of age, or 23 years of age if a full time student attending an accredited college. Persons insured as employees are not included as dependents.

Grievance - any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions that affect the terms and conditions of employment of an employee. The term "grievance" shall only include disciplinary matters where the penalty imposed on the employee is greater than three (3) days but not appealable to the New Jersey Department of Personnel because it is not greater than five (5) days. All disciplinary matters where the penalty imposed on the employee is greater than five (5) days will be handled under the present provisions of the New Jersey Department of Personnel and

will not be processed under the grievance procedure herein.

Overtime - means all hours worked in excess of normal scheduled hours. However, no employee can earn overtime working less than a minimum of 35 hours in a workweek.

Grant employee - means individuals who are employed to fill positions funded wholly or at least fifty (50%) percent by State or Federal Grants.

Anniversary date - for the purpose of the computation of Longevity Pay, anniversary date shall be defined as January 1 of the year of initial employment with the County.

#### ARTICLE FIVE

##### GRIEVANCE PROCEDURE

###### A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems that 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 contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff, and having the grievance adjusted without the intervention of the Union.

3. Any grievance may be raised by an employee or by the Union.
4. Where the problem involves an alleged violation of individual employment rights specified in the New Jersey Department of Personnel Law and/or Rules or Regulations for which a specific appeal to the New Jersey Department of Personnel is available the individual shall present his complaint to the New Jersey Department of Personnel, directly, in accordance with its rules.
5. Where the dispute involves the discipline of an employee, the following shall apply:
  - (a) Disciplinary matters where the penalty imposed on the employee are three (3) days suspension or less is not grievable or subject to appeal by an employee.
  - (b) Disciplinary matters where the penalty imposed on the employee is greater than a three (3) day suspension but not appealable to the New Jersey Department of Personnel because it is not greater than a five (5) day suspension shall be subject to the grievance procedure herein.
  - (c) Disciplinary matters where the penalty

imposed on the employee is greater than a five (5) day suspension will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

(d) Five (5) days from the date that the employee is provided a non-verbal disciplinary notice, the employee is entitled to a meeting with the Department Head/Supervisor before discipline is implemented. The employee shall have the right to have union representation present. Failure to have such meeting within the time frame shall constitute a waiver of such meeting.

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. For purposes of this Article, working days shall be defined as Monday through Friday, excluding holidays, irrespective of the employee's work schedule:

Step One:

(a) An aggrieved employee shall institute an action

under the provisions hereof by submitting his grievance in writing within seven (7) working days after the occurrence upon a form provided by the Union and to the Shop Steward, who in turn shall forthwith file one (1) copy with the County's Personnel Officer and one (1) copy with the Department Head of the aggrieved employee. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and his Department Head or designee for the purpose of resolving the matter informally. Failure to file this grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with this grievance.

(b) The Department Head or designee shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

(c) Where the employee has no immediate Department Head or designee, he or she may proceed directly to Step Two hereof, subject to the time limitations provided for filing a grievance as provided under

Step One.

Step Two:

- (a) In the event a satisfactory settlement has not been reached with the Department Head or designee, the employee may appeal his/her grievance to the Administrator or designee within seven (7) working days following receipt by the employee of the written determination by the Department Head. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Administrator or designee.
- (b) The Administrator or designee shall render a written decision with ten (10) working days from his or her receipt of the grievance. Failure to render such written decision with the time period shall be deemed a denial of the grievance.
- (c) The written decision of both the Department Head or designee and the Administrator or designee shall be directed to the Local Union Representative within the County who filed the grievance with the County.

Step Three:

In the event that the grievance has not been resolved at Step Two, the Union may within thirty (30) working days following receipt by the Union of the determination of the Administrator, submit the matter to the Public Employment Relations Commission for

binding arbitration. The Union shall not assign its rights to bring a grievance to arbitration to any individual, groups of grievants or to an attorney(s) retained by anyone other than the Union or to any attorney not specifically retained by the Union for Union matters. In the event that the Union shall elect to submit the grievance to binding arbitration, the following provisions shall apply:

- (a) An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.
- (b) The arbitrator shall be bound by the parameters of the grievance definition stated in ARTICLE FOUR of this Agreement.
- (c) The decision of the arbitrator shall be final and binding upon the parties.
- (d) The costs of the services of the arbitrator shall be borne equally by the County and the Union. The arbitrator shall set forth the findings of fact and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between



the County and the Union shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder, except for disciplinary matters.

C. Union Representation in Grievance Procedure.

1. The Shop Steward or the President of the Local or his/her designee may be present and participate in the grievance procedure at Step One.
2. The Staff Representative of the District Council or the President of the Local or his/her designee and the Shop Steward may participate in the grievance procedure at Step Two and at all steps subsequent thereto.
3. Any other union personnel (not employees of the County) deemed appropriate by the District Council may participate in the grievance procedure at Step Three and at all steps subsequent thereto.
4. The County 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, by the local Union Representative as provided for above and by any employee whose attendance at such hearing is material and who participates at the hearing.
5. Whenever an employee in this unit is called into a meeting, conference or hearing that has as its

purpose, the implementation or review of disciplinary action to be taken against the employee, the employee shall be notified in advance of the purpose of the meeting and shall have the right to have a Union representative present. Further, no employee shall be required by the County and/or its agents to submit to an investigatory interview unless the employee is afforded the opportunity of Union Representation. This means that the employee is expected to answer questions in connection with an inquiry that may result in disciplinary action being taken against the employee. Nothing herein shall be construed to deprive the Employer, its Department Heads, and supervisors of the ability to conduct the routine and daily operations of the County's business.

6. The parties agree that disciplinary actions where the penalty imposed is a three (3) day suspension, or less, or where the penalty permits an appeal to the New Jersey Department of Personnel are not subject to the Grievance Procedure.

7. The following understandings have been agreed upon regarding an agreement to create a Labor-Management Committee:

(a) The effectiveness and furtherance of the

delivery of public service by the County requires a cooperative effort between labor and management.

(b) The parties recognize that a cooperative approach between employees and supervisors at the various departments of County government is essential to the solution of problems affecting them.

(c) Accordingly, the parties agree to maintain a Labor-Management Committee consisting of not more than three (3) representatives of each party in addition to other individuals with relevant input to a specific issue of discussion. Said Committee shall meet periodically but not less than once a month, unless both parties agree otherwise, for the purpose of discussing issues that relate to employee performance and employee morale.

(d) Appropriate subjects, among others, that the Labor-Management Committee might consider include: quality of employee work and the quality of the work environment; safety and environmental health; scheduling and reporting arrangements; absenteeism and overtime; and unresolved grievances.

(e) The Labor-Management Committee shall have no authority to add to, detract from or change the terms of this Agreement and shall take no action that interferes with Management Rights as enumerated in Article Three of this Agreement.

#### ARTICLE SIX

##### DISCIPLINARY ACTION

The County acknowledges the principal of progressive discipline. Depending on the magnitude of the offense, the discipline issued by the County may be in any of the following forms:

- (a) Oral Warning;
- (b) Written Warning;
- (c) Written Reprimand;
- (d) Minor Suspension consists of a suspension up to three (3) days;
- (e) Minor Suspension Subject to Appeal consists of a suspension of four (4) or five (5) days;
- (f) Major Suspension consists of a suspension over five (5) days;
- (g) Demotion; and,
- (h) Dismissal.

An employee who has been subject to a Minor Suspension subject to appeal (either a suspension for four (4) or five (5) days) may

appeal such discipline through the Grievance Procedure. An employee who has been subject to discipline of a Major Suspension, Demotion or Dismissal shall present any appeal to the New Jersey Department of Personnel. No other forms of discipline shall be subject to appeal. Unless it is of a criminal nature, all disciplinary actions shall be rendered within a year after the employer has concluded said investigation.

Except for an oral warning, prior to administering discipline, the County shall undertake fair and objective fact finding that will provide the opportunity for the employee to present his/her response to any allegations. The employee and County may have any witnesses in attendance that would be helpful in determining the factual basis for any potential disciplinary action. Unless the offense is of a serious nature or a subsequent act relating to previous discipline, any disciplinary action taken without an initial fact finding hearing will result in the discipline being rescinded.

The Union President or designee (limited to one (1)) is entitled to attend OAL hearings without loss of pay; provided that:

(1) the County Administrator is given written notice of the designee; and, (2) AFSCME does participate in the hearing.

#### ARTICLE SEVEN

##### SENIORITY

A. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity,

Seniority shall be defined as continuous employment with the County from date of hire.

B. For purposes of promotions or demotion, Seniority shall be defined as length of service from the date of employee's Certification by the New Jersey Department of Personnel in his or her present title. Seniority shall be defined as length of service from the date of the employee's appointment to his or her current title.

C. For purposes of layoff, Seniority shall be defined as employee's length of service from his or her date of initial Certification by the New Jersey Department of Personnel as a County employee.

D. The County shall utilize seniority, experience, skill, efficiency, ability, aptitude, qualifications and attendance, as the criteria to determine which, if any, employees will be laid off. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor. Employees who work in a new job classification with different duties shall be paid at the prevailing rate for such jobs. If the employee's then current salary is within the wage range of the new job classification, his/her salary shall not be reduced.

E. The County shall utilize experience, ability, aptitude, qualification and attendance and the result of the New Jersey Department of Personnel examination as the criteria for promotion of employees to job classifications having a higher rate of pay.

When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

F. The selection of the employee (under subparagraphs E above) to be promoted shall be made by the County in conformity with the New Jersey Department of Personnel Regulations and State Law.

G. The County shall mail or hand deliver to the Union Business Representative at his office address and to the Local President through interdepartmental mail or to his home residence, copies of all Job Opportunity Bulletins, the New Jersey Department of Personnel Test Notifications and all other correspondence, notices or other materials forwarded to or received from the New Jersey Department of Personnel concerning job openings or opportunities within seventy-two (72) hours of receipt of transmittal of same.

H. Promotion opportunities within the bargaining unit will be posted by the County on all Bulletin Boards throughout the County for a period of six (6) workdays. During the posted period, an employee may bid for the position by filing a written notice with the Department Head and the Director of the Department of Human Resources.

#### ARTICLE EIGHT

#### 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 the normal duties of employees. There shall be no Union business transacted nor meeting held on County time. Subject to such Rules and Regulations as may presently be in effect or may hereafter be made by the County through its Director of Facilities and Services, the Union may request, and the County agrees to provide, facilities for the Union to conduct meetings during off-duty hours.

B. One Shop Steward may be appointed in each department, division or shift, whichever is applicable, to represent the Union in grievances and other problems that might arise. The Union shall furnish the Board of Chosen Freeholders with a list of Shop Stewards and Officers at the time of execution of the contract and at any time during which a change may be made during the term of contract. Whenever staffing permits, Shop Stewards that are on duty on nights that the Local Union holds its monthly meeting shall be released with pay to attend the meeting.

C. The County and the Union acknowledge and agree that from time-to-time Union Officers and Union Stewards may be required to perform essential Union duties. Accordingly, the County agrees to



give time off the job with pay for Shop Stewards when it is necessary for them to perform essential Union duties related to the administration of this Agreement such as the assisting in the adjustments of grievances; such time shall not exceed one (1) hour per day and shall be taken only upon receipt of a written authorization issued by the Department Head or his/her designee that shall state the authorized time period for the Union business to be conducted. Authorization will not be unreasonably denied. When such requirement exists, the employee shall notify his/her Department Head or his/her Supervisor of the duty that must be performed and the location of its performance. Upon completion of the Union business, the employee shall return the written authorization to the Department Head or his/her designee and the time of completion shall be noted.

D. Upon fourteen (14) calendar days written request to the County, members of the Union designated by the Union may be given leave with pay to attend union seminars, educational functions or conventions, not to exceed a combined total of fifty (50) days in each calendar year of this Contract. The days shall be taken in full workday increments by each designated employee. The request will be approved by the County unless the absence of the employee will adversely affect the department's operations. Approval will not be unreasonably withheld. The Union will make every effort not to schedule their events during the period from Memorial Day through Labor Day. Any days not utilized in any calendar year shall

not be carried over to the next year.

E. The County Administrator or his designee may at any time release from work a representative of the Union to assist the County in any aspect of its Labor/Management Relations.

ARTICLE NINE

HOURS AND OVERTIME

A. Forty (40) Hour Workers.

1. Roads and Bridges; Facilities and Services.
  - (a) For all non-clerical employees in the above departments, the basic workweek shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday, inclusive. The time taken for meals shall be included in the day as part of the eight (8) hour day; such time shall normally be one (1) hour. In the event that the County determines the services of any employee are required during such employee's normal lunch hour, the lunch hour may be shortened. In the event that an employee's lunch hour is shortened, the employee shall be compensated for the time worked by an adjustment in pay or compensatory time off. An alternate schedule of hours may be periodically implemented upon the mutual agreement of the County and the affected

employees.

(b) Unless working an alternate schedule, employees shall be compensated at the rate of one and one-half (1 ½) times the straight time rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week and for all hours worked on Saturday or Sunday. Overtime shall be earned in fifteen (15) minute increments, beginning after the first seven (7) minutes of the first hour, unless the overtime is assigned and such will begin immediately. Employees choosing to work an alternative schedule will not be entitled to overtime compensation until they have exceeded forty (40) hours in a workweek regardless of the hours worked per day.

(c) An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The County reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up to a normal

maximum of sixty (60) hours per year. However, for seasonal demands or emergency reasons, upon the approval of the County Administrator, departments may permit their employees to exceed this normal maximum allotment within the legally permitted limit as long as the compensatory time is used within the provisions outlined in Section D of this Article. Such compensatory time shall be utilized in accordance with the provisions of

Section D below.

2. County Parks; All Crest Haven Employees; County Jail; Bridge Tenders; Security Personnel; Youth Shelter; Fare Free Transportation; OEM Telecommunicators and Animal Shelter Employees.

(a) For all non-clerical employees in the above departments, the basic work week shall be eight (8) hours per day, forty (40) hours per week, five (5) days per week, which may be scheduled Monday through Sunday, inclusive. The time taken for meals shall be included in the day as part of the eight (8) hour day; such time shall normally be one (1) hour. In the event that the County determines the

services of any employee are required during such employee's normal lunch hour, the lunch hour may be shortened. In the event that an employee's lunch hour is shortened, the employee shall be compensated for the time worked by an adjustment in pay or compensatory time off. An alternate schedule of hours may be periodically implemented upon the mutual agreement of the county and the affected employees.

(b) Unless working an alternate schedule, employees shall be compensated at the rate of one and one-half (1-½) times the straight time rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Employees shall not be entitled to overtime compensation for work performed on Saturday or Sunday unless said work results in the employee's working in excess of eight (8) hours per day or forty (40) hours per week. Overtime shall be earned in fifteen (15) minute

increments, beginning after the first seven (7) minutes of the first hour, unless the overtime is assigned and such will begin immediately. Employees choosing to work an alternative schedule will not be entitled to overtime compensation until they have exceed forty (40) hours in a workweek regardless of the hours worked per day.

(c) County Park Employees shall normally work five (5) days in a seven (7) day period and every effort shall be made to provide such employees with two (2) consecutive days off during the seven (7) day period.

(d) An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The County reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up to a normal maximum of sixty (60) hours per year.

However, for seasonal demands or emergency reasons, upon the approval of the County Administrator, departments may permit their employees to exceed this normal maximum allotment within the legally permitted limit as long as the compensatory time is used within the provisions outlined in Section D of this Article. Such compensatory time shall be utilized in accordance with the provisions of Section D below.

3. County Library.

(a) For all County Library Employees, the basic work week shall be seven (7) hours per day, thirty-five (35) hours per week, which may be scheduled Sunday through Saturday, inclusive. The time taken for meals shall be included in the day as part of the eight (8) hour day; such time shall normally be one (1) hour but the time taken from meals shall not be utilized in computing the employee's hourly rate. In the event that the County determines the services of any employee are required during such employee's

normal lunch hour, the lunch hour may be shortened. In the event that an employee's lunch hour is shortened, the employee shall be compensated for the time worked by an adjustment in pay or compensatory time off. An alternate schedule of hours may be periodically implemented upon the mutual agreement of the County and the affected employees.

(b) Unless working an alternate schedule, County Library Employees shall be compensated at the rate of one and one-half (1-½) times the straight time rate for all hours actually worked in excess of seven (7) hours per day or thirty-five (35) hours per week. These employees shall not be entitled to overtime compensation for work performed on Saturday or Sunday unless said work results in the employee's actually working in excess of seven (7) hours per day or thirty-five (35) hours per week. Overtime shall be earned in fifteen (15) minute increments, beginning after the first seven (7) minutes of the first



hour, unless the overtime is assigned and it will begin immediately. Employees choosing to work an alternative schedule will not be entitled to overtime compensation until they have exceed thirty-five (35) hours in a workweek regardless of the hours worked per day.

(c) An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The County reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up to a normal maximum of sixty (60) hours per year. However, for seasonal demands or emergency reasons, upon the approval of the County Administrator, departments may permit their employees to exceed this normal maximum allotment within the legally permitted limit as long as the compensatory time is used within the

provisions outlined in Section D of this Article. Such compensatory time shall be utilized in accordance with the provisions of Section D below.

B. All Other Employees.

1. For all other employees, the basic workweek will be from 8:30 a.m. to 4:30 p.m., with one (1) hour for lunch, Monday through Friday. The County may elect to establish alternate work hours or flex time schedules. In the event that the County elects to establish alternate work hours, shift reassignments or flex time schedules, the County will discuss such schedules with the affected employees and will seek volunteers for assignments to such schedules. In the event no employee volunteers, then the County may assign employees to the schedules with the least senior employees assigned first. Employees assigned to a new schedule will be given at least seven (7) calendar days prior notice of the change of schedule except in emergency situations. The time taken for meals shall not be utilized in computing the employee's hourly rate.
2. All hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be compensated at the rate of one and one-half (1 ½)

times the straight time rate. In the event a flextime work schedule has been established then overtime shall be paid only for those hours worked in excess of thirty five (35) hours per week. Overtime shall be earned in fifteen (15) minute increments, beginning after the first seven (7) minutes of the first hour, unless the overtime is assigned and it will begin immediately.

3. The granting of compensatory time shall be at the sole discretion of the County for all departments.

4. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up to a normal maximum of sixty (60) hours at any one time on the books per calendar year. However, for seasonal demands or emergency reasons, upon the approval of the County Administrator, departments may permit their employees to exceed this normal maximum allotment on the books within the legally permitted limit as long as the compensatory time is used within the provisions outlined in Section D of this Article. Such compensatory time shall be utilized in accordance with the provisions of Section D below.

5. Overtime shall be distributed as equitably as possible in accordance with departmental work

rules.

6. Overtime shall be earned in fifteen (15) minute increments, beginning after the first seven (7) minutes of the first hour, unless the overtime is assigned and it begins immediately.

C. Verified Sick Time for Overtime Compensation.

1. It is understood that sick days and hours not verified by a doctor's note are excluded from the computation of overtime for all County employees covered by this Agreement. That means, for example, if an employee normally scheduled to work Monday through Friday and is out sick any of those days without a doctor's note excusing the absence and they are called-in to work on Saturday, they will be paid straight time for the Saturday.

D. Use of Compensatory Time

1. Employees shall be permitted to use compensatory time within a reasonable period after making a request, unless the use of such time would be "unduly disruptive" to the department. Compensatory time must be utilized within the calendar year earned. In the event an employee has been unable to use compensatory time during the calendar year because such use has not been permitted by the County due to work requirements, then the employee

shall be permitted to carryover and use such time during the first calendar quarter of the next succeeding calendar year. In the event an employee has failed to utilize the compensatory time during the calendar year because said employee has not requested to use time, then the County may direct the employee to take specific days off during the first calendar quarter of the next succeeding calendar year until the previous year's compensatory time has been fully utilized. Prior to directing an employee to take a specific day(s) off, the County will confer with the employee and endeavor to determine mutually acceptable days off. If no mutually acceptable days off can be agreed upon, the County shall direct the specific days off.

ARTICLE TEN

HOLIDAYS/PERSONAL DAYS

A. Effective on January 1, 2008, the following holidays shall be recognized:

- |   |   |
|---|---|
| 1. New Year's Day   | 9. Columbus Day (2 <sup>nd</sup> Monday of October) |
| 2. Martin Luther King Day                                   | 10. Veteran's Day                                   |
| 3. Lincoln's Birthday                                       | 11. General Election Day                            |
| 4. President's Day,<br>(3 <sup>rd</sup> Monday of February) | 12. Thanksgiving Day                                |
| 5. Good Friday  | 13. Day after Thanksgiving                          |
| 6. Memorial Day (4 <sup>th</sup> Monday of May)             | 14. Christmas Day                                   |
| 7. Independence Day   | 15. Three (3) Personal Leave Days                   |
| 8. Labor Day  |   |

In the event it becomes statutorily permissible, Lincoln's Birthday

will be combined with President's Day.

The celebrated day and the cash day shall be in accordance with this agreement.

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid two and one half times the straight time rate for the actual hours worked on the holiday, provided, however, that each such employee shall be paid for a minimum of one-half (½) day at the above-prescribed rate. Employees may elect to receive holiday pay at one and one half (1 ½) times the straight time rate and be given an additional day off at a later date. However, if after meeting with the department head to find a mutual agreeable day off, it is impossible to accommodate the employees request without causing overtime for a necessary replacement, the employee agrees to accept straight time pay for the day, payable by the end of the first quarter of the following year.

In the event that the department head and employee cannot mutually agree on a specific day off by the end of the next calendar year, the employee shall be paid the day's salary the last pay period in December. If an employee has not requested a particular day off, the department head may direct them to take a specific day off.

C. For employees working a five (5) day week (Monday through Friday), holidays that fall on Saturday will be celebrated on the preceding Friday; holidays that fall on Sunday will be celebrated

on the following Monday. For employees working other than a five (5) day workweek as described above, holidays will be celebrated on the date on which they actually fall.

D. Personal leave days are to be used by the employee for personal reasons and subject to the following conditions: In most circumstances, a personal leave day shall be granted by the County upon prior request of the employee submitted to the Director of his or her department. However, in an emergency circumstance, a personal day may be granted with immediate notification. Said request shall be granted, at the discretion of the Department Director, as long as the employee's absence can be granted without interference with the proper conduct of the department. Personal leave days shall not accumulate, and must be used in the calendar year. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) Personal Leave Day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves County service before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the County for paid Personal Leave Days used in excess of his or her pro-rated entitlement. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with seven (7) years of service

or more with the County of Cape May. Personal Leave Days will not be earned during the period of time while an employee is on suspension, Leave of Absence with or without pay or on Special Leave of Absence. Each four (4) months of absence during a calendar year due to suspension, Leave of Absence with or without pay or on Special Leave of Absence shall result in the loss of one (1) personal day.

E. Temporary employees do not get paid for holidays unless they actually work on the holiday. Temporary employees do not earn vacation, sick leave, or personal leave days.

F. All part-time employees shall receive holiday credit allowance as follows: One (1) holiday will be earned for each nineteen (19) days worked. Maximum holidays that can be earned in a calendar year are fourteen (14) days. Any vacation days, sick leave days, or personal leave days that have been earned and used shall be included in computing the nineteen (19) days referred to above. Part-time employees shall earn one (1) personal leave day for each forty-nine (49) days worked to a maximum of three (3).

G. To be entitled to Holiday Pay, an employee must be present the last scheduled work day prior to the holiday and the first scheduled work day after the holiday except for a bona fide authorized absence. Employees who work on the holiday but take undocumented sick time the day before or after the holiday shall forfeit the additional day off. Employees who are regularly scheduled off on a holiday will not be affected by this provision.



- H. If an employee is absent due to illness on the next workday preceding the holiday, or the day following the holiday, that employee must present a Physician's written excuse to the department head to be entitled to the Holiday Pay.
- I. With the approval of the County Administrator or his designee, sick time may be taken in hourly increments.

ARTICLE ELEVEN

VACATIONS

- A. Annual vacation leave with pay shall be granted to employees according to the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>
1st year	1 per full month employed
2nd - 5th year	12 annually
6 <sup>th</sup> to 10 <sup>th</sup> year	13 annually
11th - 15th year	15 annually
16th - 20th year	17 annually
21st - 24th year	20 annually
25 + years	25 annually

- B. Effective January 1, 2009 all employees will be provided with the following vacation leave:

1. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1<sup>st</sup> through 8<sup>th</sup> day of the calendar month and one-half (½) working day if they begin on the 9<sup>th</sup> through 23<sup>rd</sup> day of the month.
2. After the initial month of employment and up to the end of the first calendar year, employees shall

receive one (1) working day for each month of service.

3. Thereafter, employees shall receive paid vacation leave as follows:

(a) From the beginning of the first full calendar year of employment and up to (5) years of continuous service - twelve (12) working days;

(b) From the sixth year of service and up to ten (10) years of continuous service - thirteen (13) working days; and

(c) After ten (10) years of service and up to fifteen (15) years of continuous service - fifteen (15) working days; and,

(d) After fifteen (15) years of service and up to twenty (20) years of continuous service - seventeen (17) working days; and

(e) After twenty (20) years of continuous to twenty five (25) years of continuous service - twenty (20) working days.

(f) After twenty five (25) years of continuous service - twenty five (25) working days;

4. Continuous service shall mean employment for the

County without actual interruption due to resignation, retirement or removal. Periods of employment before and after suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or leave without pay (except for military leave) shall not be included in calculating years of continuous service.

5. Part-time employees shall be entitled to a proportionate amount of paid vacation leave. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave. An employee who exhausts all paid leave in any one (1) year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

C. Permanent part-time employees hired before July 1, 1999 shall receive vacation credit allowance as provided below.

1. 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.

2. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the County. Initial year of hire vacation days must be earned before they can be used. Each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves County service before the end of a calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves County Government service shall be paid for unused earned vacation leave. Proration does not apply to County directed layoffs, disability retirement or to employees who terminate employment with seven (7) years of service or more with the County of Cape May. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon the death of an employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee

is on suspension, Leave of Absence with or without pay or when permitted on Special Leave of Absence for work related injury.

3. Permanent part-time employees shall receive vacation credit allowance on the following basis:  
One (1) vacation day will be earned for each twenty-two (22) days worked. Maximum vacation days that can be earned in any calendar year are twelve (12) days. Any vacation days, sick leave days, or personal leave days that have been earned and used shall be included in computing the twenty-two (22) days referred to above.

4. If a department requires an advance request for vacation scheduling, the Department Head, upon receiving such request, shall respond in writing to the employee as to approval or disapproval within a fourteen working day period. Once the approval is granted, the employer shall not have the right to revoke it unless special circumstances arise that require the employee's presence at work.

5. Beginning January 2009, employees working at the Crest Haven Nursing and Rehabilitation Center may submit vacation requests by January 31<sup>st</sup> each year for the best opportunity for their requested time to be approved. For the year 2009, the department

head will evaluate all the requests and wherever possible, approve the vacation with priority given to the most senior employees. Each year thereafter, approvals will be rotated to the next senior employees who were denied their first preference in the preceding year.

6. Upon the approval of the County Administrator or his designee, vacation time may be taken in hourly increments.

#### ARTICLE TWELVE

##### HEALTH BENEFIT PROGRAM

A. The County will provide a Health Benefit Program that includes the following coverages:

1. A Hospitalization/Surgical Medical Benefit Program subject to a One Hundred (\$100.00) Dollar Co-Payment that applies to each hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.
2. An unlimited maximum on Major Medical coverage after an initial \$200.00 Individual Deductible/\$400.00 Aggregate Deductible with 80% Co-Insurance up to \$2,500.00.
3. An eye care coverage plan for all employees and their dependents covered under this Agreement.
4. A Prescription Insurance Plan for all employees and

their dependents with a \$12.00 co-pay for non-formulary or non-generic drugs. An \$8.00 co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs. Employees may order prescriptions by mail where the prescriptions are repetitive maintenance medications that have been taken by the employee for sixty (60) days and have been designated as repetitive maintenance medications by the County. Mail order prescriptions shall include a \$16.00 co-pay with a \$10.00 alternate co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs for a ninety (90) day supply.

5. A disability coverage insurance plan with benefits of \$150.00 per week for a period of twenty-six weeks will be provided. Coverage under this program will begin when the employee exhausts all accrued sick time and/or has completed an eight (8) scheduled workday waiting period. Employees will only be entitled to this \$150.00 amount for an aggregate total of 26 weeks for the life of this agreement. Thereafter, they will only be entitled to the \$90.00 per week for thirteen (13) weeks.

Benefits available to employees under this plan

shall be denied or discontinued by the County in any of the following events:

(a) It finds said employee unreasonably refuses, prevents or hinders medical examinations from time-to-time as the County may require.

(b) Employee is found not to be disabled as herein provided.

(c) Employee is found to be employed for wage, profit or gain for any employer other than the County.

(d) Employee resigns or is terminated for cause.

(e) No employee shall receive benefits hereunder if his disability shall be found to be a result of any of the following causes:

(1) Chronic alcoholism or use of stimulants, drugs or narcotics except as prescribed by a Physician, or as specifically mandated under the A.D.A.

(2) Committing unlawful acts.

(3) Being engaged in some other business or occupation for profit.



6. Life insurance coverage is provided for each employee in the amount of \$5,000.00. The County reserves the right to implement a self-insurance plan for both its current life and disability programs provided that it provides the same level of benefits to its employees.
7. A full Family Dental Care Plan with a maximum coverage of \$1,500.00 per covered family member per Year.
8. In order to contain the rising costs of Health Benefits, anytime within the life of this agreement the current employee co-payments toward emergency room treatments may be increased to a ceiling of \$50.00. For employees enrolled in the alternate plan, doctor's office visits may be increased to a ceiling of \$20.00. For employees enrolled in the basic plan, doctor's office visits may be increased to a maximum of \$10.00.
9. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty five (25) years of service with the County of Cape May until the death of the employee, including, where applicable, dependent coverage. Coverages provided to retiring employees shall be subject to the same provisions

including but not limited to co-payments required from active employees. For current retirees and eligible dependents over the age of 65 years, the County reserves the right to offer the current and/or additional supplements to Medicare A & B.

If a retiree and/or their dependents elect to select Medicare A & B with a County authorized supplemental insurance program, the County will reimburse the individual, after proof of coverage for the cost of any supplemental plan authorized and offered by the County. If possible, the County will attempt to directly pay the supplemental insurer for the costs to the retiree and eligible dependents. If the retiree selects this option, it is understood that Medicare B will be used as the primary insurance.

For all employees retiring after December 31, 2005, the County reserves the right to require eligible individuals to carry Medicare A and B as its primary insurance. In lieu of the County's group plan for active employees, the County also reserves the right to offer a supplemental plan to these retirees if it determines that it will contain the overall health benefit cost increases. It is understood that any changes to the plan will

continue to provide a level of coverage that is on balance appreciably comparable to the current coverage and will not incur additional cost to the employee.

10. The opt-out amount for active and retired employees is \$1,500.00 per year.

(a) For purposes of the determination of which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment (whether active or retired), the employee or retiree who has the first birthdate in the year will be designated the policyholder and the employee or retiree with the second birthdate in the year will receive the opt-out payment.

(b) Upon death or divorce of either spouse, the opt-out provision of the policy will cease and they will revert to their own policies.

11. In the event of death of a full-time employee of the County, whether active or retired (if the employee was receiving coverage as per the provisions of the Agreement), the employee's spouse and dependents (if eligible to receive coverage

under the County's policy) shall be covered by the County's hospitalization premium as set forth herein. Such coverage shall be based upon the deceased employee's length of service with the County immediately prior to death as follows:

- (a) Employees with more than five (5) years and less than ten (10) years of service - Spouse/family would have one (1) additional year of coverage.
- (b) Employees with more than ten (10) years of service, but less than twenty-five (25) years of service - two (2) years of additional coverage.
- (c) Active and retired employees with twenty-five (25) or more years of service - three (3) years of additional coverage.

It is agreed, however, that should a spouse remarry, such coverage shall cease immediately.

B. On or about December 1<sup>st</sup> of each year, the County shall inform employees of the County's Basic Standard Health Benefit Program and Alternate Choices to be provided and/or made available to employees for the next calendar year. If the employee selects to be covered under the County's Basic Standard Health Benefit

Program, then such plan will be provided to the employee and his/her dependents without charge.

The County will continue to offer an Alternative Choice Plan for all its existing employees as well as continue to pay the current premium for individual and dependent coverage. An employee who selects this plan will be responsible to pay any increases in premiums to a ceiling of \$40 per month for individual only coverage and \$50 per month for individual/dependent coverage. The County agrees to pay any premium rate increases above this maximum amount of employee contributions. During the month of December of each year, employees may choose to change from one plan to another, but must have necessary forms in to the Human Resources Department no later than December 15th of each year. The County will only pay the premium amount of the Basic Standard Health Benefit Program for all new employees for the first five years of their employment with the County. If any new employee wishes to enroll in the Alternate Plan, he/she will be responsible for the full cost of the Plan above the amount allocated for the Basic Plan for this period of time.

C. Employees who can certify other health care coverage not provided by the County's Insurance Program may elect to opt-out of coverage and receive a payment of \$2,500.00 per annum pro-rated for the period of time each calendar year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1st of each year.

D. The County will pay an employee who opts out of Health

Benefit coverage, but wishes to retain the prescription plan \$1,000.00 per annum pro-rated for the period of time each calendar year that the County coverage does not apply to the employee.

E. In the event, a husband and a wife are both employed by the County, Health Care Insurance Coverages provided hereunder shall be afforded to only one (1) designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of \$1,500.00 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminates employment or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the \$1,500.00 payment shall be pro-rated. For purposes of the determination which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment, the employee who has the first birthdate in the year will be designated the policy holder and the employee with the second birthdate in the year will receive the opt-out payment.

F. Employees who do not work a minimum of thirty-five (35) hours per week shall not be covered by the County's Health Benefit Program set forth above. However, all current employees receiving health benefits with less than the thirty-five (35) hour requirement will be "grandfathered" and continue to be covered by the County Health Benefits.

G. The County reserves the right to review and change the

Health Benefit Insurance Coverage set forth above or to implement a Cape May County Self-Insured Health Benefit Plan during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverage.

H. In the event an employee undertakes drug or alcohol rehabilitation under the County's Health Care Benefit Plan, the employee may apply for a leave of absence and such leave will not be unreasonably denied.

I. When major discipline of sixty (60) days or more of a suspension is imposed, the affected employee will be responsible to pay their own health insurance cost at the COBRA rates. The County will continue the health care coverage until the employee returns.

If the employee does not pay the County for their health care costs during the suspension, their wages will be reduced when they return by One Hundred (\$100.00) Dollars per pay period until the COBRA amount is fully paid. In the event that both the suspended employee and a spouse have county benefits, the employee must pay the single COBRA rate.

#### ARTICLE THIRTEEN

##### SICK LEAVE

#### A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.
2. Sick leave for purposes herein is defined to mean absence from work 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 necessary attendance upon a member of his immediate family seriously ill and requiring the care of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employees' household.

3. With approval of the County Administrator or his designee, sick time may be taken in hourly increments.

B. Amount of Sick Leave.

1. One (1) 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 (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. 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. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid sick days used in excess of his or her pro-rated and accumulated entitlement. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with seven (7) years of service or more with the County of Cape May.

2. Provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

C. Reporting of Absence of Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his department head or supervisor shall be notified no later than thirty (30) minutes prior to the employee's normal starting time. Each employee at the Crest Haven Nursing and Rehabilitation Center on shift work shall provide the required notice prior to commencement of his or her shift in accordance with procedures promulgated by Crest Haven. If any nursing or other staff member who is required to work one or more days of a weekend at Crest Haven

and calls in sick for either or both days of the weekend in which he/she is scheduled to work, the employee is required to produce a doctor's note when they return from the illness. If anyone is absent for more than three (3) weekend days in any twelve (12) month period without a doctor's note, they may be subject to discipline on this issue as well as having to make-up the weekend time based on facility need. These absences shall be combined with any other absences for discipline purposes such as, but not limited to, patterned absences, excessive absences or unauthorized absences.

Each employee at Fare Free Transportation shall provide the required notice as soon as possible (including the prior evening) but at least one (1) hour prior to the commencement of his/her shift.

(a) Failure to so notify his department head or supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Verification of Sick Leave.

1. An employee who has been absent on sick leave for five (5) or more consecutive workdays may be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the County and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one (1) day or less, only one submission of such proof shall be necessary for a period of six (6) months.

(b) The County 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. The County Administrator may adopt such other sick

leave verification procedures that are reasonable and that the County deems appropriate.

(c) Beginning January 1<sup>st</sup> 2009, an employee who has used seven (7) medically undocumented sick days will be required to remain at their residence or other approved location for every other sick day used for the balance of that year. Any employee leaving their residence or other approved location shall notify their supervisor of the reason for leaving as well as their destination.

The employee shall notify their supervisor upon returning home or to their other approved location. Medical documentation is defined as an original, signed physician's prescription note or letterhead document from a licensed physician's office that attests to the employee being treated or seen by said physician and clearly defines the dates in which the employee was treated or under physicians care.

2. In case of leave of absence due to exposure to

contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

3. The County may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

E. Sick Leave Payment at Retirement.

Upon resignation in good standing after ten years of service or retirement from the pension system, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of Fifteen Thousand (\$15,000.00) Dollars. Employees who have accumulated ten (10) sick days equivalent to each year of service will be paid an amount equal to seventy-five (75%) percent to the Fifteen Thousand (\$15,000) Dollar limit. Sick days exceeding five consecutive days that are documented with a doctor's certificate shall be credited toward the ten-day accumulation for purposes of this provision.

F. Part-Time Sick Leave.

Part-time employees receive sick leave credit allowance on a

proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned are fifteen (15) days per year. Any vacation, sick leave, or personal leave days that have been earned and used are included in the seventeen (17) day total referred to above.

ARTICLE FOURTEEN

WORKER'S COMPENSATION/INJURY LEAVE

Whenever an employee is disabled through injury or illness as a result of, or arising from, his employment, he or she shall be provided by the County with the same benefits as provided pursuant to N.J.S.A 34:15-1, et seq. (the Worker's Compensation Act of New Jersey). The County self-insures coverages required by this Act and these coverages are provided subject to the following conditions:

A. The disability must be due to an injury or illness resulting from the employment.

1. Injuries or illnesses that would not have occurred but for a specific work-related accident or condition of employment are compensable.
2. Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or conditions of employment are not compensable when such aggravation was reasonably foreseeable.
3. Illnesses that are generally not caused by a specific work-related accident or condition of

employment are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work related.

4. Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work-related accident or occurrence which traumatized the employee thereby causing the illness, and the claim is supported by medical documentation.

5. An injury or illness not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.

B. Any accident resulting in injury for which the employee seeks compensation must occur on the work premises.

1. Work premises are the physical area of operation of the County, including buildings, grounds and parking facilities provided by the County.

2. An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between workstations.

C. For the injury to be compensable, it must occur during

normal work hours or approved overtime.

1. Injuries that occur during normal commutation between home and the workstation or home and a field assignment are not compensable.
2. Injuries that occur during lunch or break periods are not compensable. However, employees who are required by the County to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

D. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within twenty-four (24) hours of occurrence/discovery. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness. The employee is also required to report any work accident/injury to the County Worker's Compensation representative as well as the County's third party administrator.

The County may require the employee to be examined by a physician designated and compensated by the County.

Whenever the County-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on



County work shall continue to accrue sick leave credits while he or she remains on the payroll.

E. The County may, in its discretion and at its sole option, require or permit an employee who is off on Worker's Compensation leave to perform transitional or modified duty if the County determines it is available. If the employee agrees, said transitional or modified duty may be assigned to a different shift or schedule other than the employee normally works.

F. Whenever an employee is disabled through injury or illness as a result of or arising from employment with the County and is eligible for Worker's Compensation Benefits as provided for above, the employee shall be granted total benefits as follows:

1. First twenty (20) work days during which Worker's Compensation benefits are paid - one hundred (100%) percent of employee's base wages.
2. Next thirty (30) work days during which Worker's Compensation benefits are paid - ninety (90%) percent of employee's base wages.
3. Next thirty (30) work days during which Worker's Compensation benefits are paid - eighty (80%) percent of employee's base wages.
4. Thereafter, employees shall accept payment consistent with the Worker's Compensation Law of New Jersey. Payments provided in subsections 1, 2 and 3 are total payments and are not in addition to

payments made pursuant to the Worker's Compensation Law.

ARTICLE FIFTEEN  
SALARIES AND COMPENSATION

A. The County agrees that employees covered by this Agreement shall receive additional compensation during the term of this Agreement in accordance with the following understandings:

July 1, 2008

Effective July 1, 2008, employee's with an annual salary as of June 30, 2008 under \$50,000 shall receive an increase of five (5%) percent. Employees with an annual salary over \$50,000 shall receive a four (4%) percent increase.

July 1, 2009

Effective July 1, 2009, employee's with an annual salary as of June 30, 2009 under \$50,000 shall receive an increase of five (5%) percent. Employees with an annual salary over \$50,000 shall receive a four (4%) percent increase.

July 1, 2010

Effective July 1, 2010, employee's with an annual salary as of June 30, 2010 under \$50,000 shall receive an increase of five (5%) percent. Employees with an annual salary over \$50,000 shall receive a four (4%) percent increase.

July 1, 2011

Effective July 1, 2011, employee's with an annual salary as of June 30, 2011 under \$50,000 shall receive an increase of five (5%)

percent. Employees with an annual salary over \$50,000 shall receive a four (4%) percent increase.

All monies are retroactive to July 1, 2008 and retroactive pay shall be calculated on the employee's current salary as of the signing of this Agreement.

To determine "annual salary", all compensation including second titles and longevity will be included in calculating the salaries of employees to determine the specific percentage increase. However, the base will be the amount used for the increase. For example, if an employee earns a base salary of \$45,000.00 with a second title and/or longevity increasing their total compensation over \$50,000.00 they will receive a four (4%) percent increase to their \$45,000.00 base salary. Their second title and longevity will be added to their new salary after the percentage increase has been added to their base.

Beginning July 1<sup>st</sup>, 2009 employees who have used more than seven (7) medically undocumented sick days from June 30<sup>th</sup> of the previous year will not receive their salary increase until January 1<sup>st</sup> of the following year.

Employees who have received a major discipline of sixty (60) or more days of suspension will not be entitled to their next annual salary increase.

Wage increases shall only apply to employees covered by this contract on date of execution. Any employee who has terminated County service prior to execution of the Agreement is not entitled

to any benefits under this Agreement, including but not limited to salary increases or retroactive pay thereafter unless said termination resulted from an involuntary County directed layoff or a voluntary retirement of a County employee who is eligible to receive retirement benefits under the rules of the Public Employment Retirement System (PERS).

When hiring new employees, the County reserves the right to place employees at any salary between the minimum and maximum salary of the appropriate Range depending upon the ability, aptitude, and past experience of the employee.

Both parties agree that the maximum amount in each salary range will be set at 20% above the highest paid employee within that range in any given year.

Nevertheless, the County agrees that the minimum annual salary to be paid to employees covered by this contract shall be:

Effective July 1, 2008	\$23,250.00
Effective July 1, 2009	\$24,413.00
Effective July 1, 2010	\$25,633.00
Effective July 1, 2011	\$26,915.00

In the event after the wage increases granted under this Agreement are made, an employee's annual salary is not at the minimum annual salary set forth above, then such employee's annual salary shall be increased to the minimum salary.

B. County salaries shall be calculated on an hourly basis. For the purpose of payment of overtime and related benefits, the hourly wage rate for each employee shall be determined by dividing

the annual salary of each employee by the total number of hours worked. For forty (40) hour employees, that divisor shall be 2,080 hours; for thirty-five (35) hour employees, that divisor shall be 1,820 hours.

C. At the County's option, employee wages may be paid to the employee in twenty-four (24) checks rather than the current bi-weekly paycheck method. (For example: pays will be issued on the 1st and 15th of each month in place of present practice.)

D. The amount of each payroll check shall be determined by dividing the yearly salaries of each employee by the number of pays in that calendar year. For example, in the normal year where there are 26 pays, the employees' yearly salaries shall be divided by 26 to determine the employees' pay for each paycheck. In the unusual year where there are 27 pays, the employees' salaries shall be divided by 27 to determine the employees' pay for each paycheck.

E. Employees shall be paid a minimum of three (3) hours at time and one-half (1½) 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. This minimum call-in pay does not apply when work extends into the employee's regular work hours. Under such circumstances, employees are paid for the actual time worked prior to their regular starting time and then for all regular hours worked.

F. An employee called at home and asked to perform emergency

work will proceed to his reporting center. The employee will receive Five (\$5.00) Dollars personal car allowance for each completed emergency call in addition to the pay for the emergency work. This personal car allowance for emergency work shall not apply when work extends into the employee's regular work hours.

G. At the County's discretion, the County may direct and designate Registered Environmental Health Inspectors to be available and on call outside of their scheduled workweek. These on-call assignments shall be for periods of one (1) week. These Registered Environmental Health Inspectors shall be immediately and readily available to perform any assigned duty, before or after their regular work schedule, during the one (1) week period. When such a system is implemented, all Registered Environmental Health Inspectors will be assigned such on-call responsibility on a rotation basis. Each Registered Environmental Health Inspectors shall have one (1) pager for his/her disposal for the one (1) week scheduled period. For each assigned week of on-call duty, the assigned Health Inspector will be entitled to take two (2) compensatory days off that shall be taken during a period beginning on or after September 15<sup>th</sup> and ending before May 15<sup>th</sup>. Notwithstanding other provisions of this contract and the County policy against the carryover of compensatory time in each calendar year, compensatory time earned pursuant to this Article can be carried over into the next succeeding calendar year and taken prior to May 15<sup>th</sup> of that year as provided above, and employee may elect

to take cash in place of this compensatory time off.

H. The County or the Library Commission may grant a salary adjustment in any contract year so long as such increase does not call for a base salary outside the positional salary range. Such adjustments shall be based on job market trends, job performance, accomplishments and personnel record. Any proposed salary adjustments will be discussed with the union prior to becoming effective. However, the union recognizes the County's unilateral right to determine any final decision regarding this increase.

I. Commercial Driver's License Reimbursement.

The County agrees to reimburse any employee the costs of training, acquiring or renewing a Commercial Driver's License that is required as part of their job.

ARTICLE SIXTEEN

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family as provided below. Funeral leave shall commence upon notification of death and shall terminate the second day following interment. Funeral Leave is for the purposes of attending the funeral of the decedent and/or making funeral arrangements relating thereto.

1. Up to a maximum of five (5) days for the death of:  
current spouse, children and stepchildren.
2. Four (4) days for parents and siblings.
3. Three (3) days for grandparents, grandchildren, and

stepparents.

4. One (1) day, if necessary, for the death of:  
father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
5. The County may also permit employees to use up to Three (3) sick days in special circumstances for funeral leave for an uncle or aunt or another individual.

B. Request for funeral leave shall be subject to the approval of the Department Head. Such approval can only be denied in the event of a documented emergency where the employee must be present at work.

C. In the event the services for the deceased are held out of state, the employee may charge any additional days in excess of those provided in Paragraph A hereof to accrued sick leave, vacation or compensatory time.

ARTICLE SEVENTEEN  
TEMPORARY ASSIGNMENT PAY

A. Both parties agree that payment under this Article should be made in accordance with the following principles. Both parties agree that employees should receive compensation appropriate for the work that actually needs to be performed. Both parties further agree that employees should not, without authorization, unilaterally assume the work of higher titles in order to generate higher compensation. Accordingly, both parties agree that employees



shall be compensated when, in accordance with the above principles, they perform work in a title having a higher rate of pay for a period in excess of three (3) consecutive full work days or three (3) full work days during any pay period. In such event, the employee shall be paid for hours involved at the minimum salary in the new range but in no event less than his/her current salary. The employee shall be paid for hours involved at his current hourly salary plus by ten (10%) percent.

B. The temporary assignment pay provided for above shall not apply to the following circumstances: during periods of emergencies, i.e., matters concerning public safety, major storms and disasters, and natural causes, temporary assignment pay will not apply.

C. When employees are assigned to jobs having a higher rate of pay for training purposes, temporary assignment pay will not apply.

In determining the eligibility for temporary assignment pay, the New Jersey Department of Personnel Job Description for the higher title will be the basic criteria used.

#### ARTICLE EIGHTEEN

##### LONGEVITY

A. The following longevity plan shall be maintained by the County for employees who were employed prior to August 13, 1985. The longevity plan is 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 of service -- 12 percent.
7. Forty (40) years or more of service -- 14 percent.

B. Longevity pay shall be computed as of January 1 and shall commence on January 1 of the year during which the employee's fifth anniversary date of hire occurs.

C. The parties agree that the County shall not provide a longevity plan to employees hired after August 13, 1985. The above longevity plan shall only apply to employees hired prior to August 13, 1985. The intent of the parties is to provide for the "grandfathering" of longevity for present employees of the County.

#### ARTICLE NINETEEN

##### SHIFT DIFFERENTIAL

During the tenure of this agreement, there shall be no shift differential provided in any departments covered by this agreement. Registered Nurses with the title "Head Nurse" shall receive an additional allowance of Twenty (\$20.00) Dollars per tour when assigned as the "In Charge Nurse" at Crest Haven. In 2009, this allowance will increase to Twenty-five (\$25.00) Dollars. In 2010,

it will increase to Thirty (\$30.00) Dollars and in year 2011, it will increase to Thirty-five (\$35.00) Dollars.

ARTICLE TWENTY

UNIFORMS

A. Uniforms will be provided during the year to those employees who are required by the County to wear the given uniforms. At present, the County provides uniforms to employees in the following Departments: Parks, Road, Bridge, Security Guards, Facilities and Services and Fare-Free Transportation. The uniforms supplied by the County consist of uniform shirts and pants only. Other departments that may require uniforms during the term of this agreement shall also be provided.

The County will see that each employee is properly measured for the said uniforms. The County has agreed to supply to the employees referenced above who are required by the County to wear uniforms, a minimum of two (2) summer uniforms and two (2) winter uniforms annually. Employees supplied with uniforms shall be subject to discipline for their failure to maintain the uniforms in neat and clean condition and for their failure to wear said uniform so long as the employees receive said uniform. However, various Departments, with written approval of the County Administrator, may provide for alternates to the two (2) summer/two (2)-winter uniform program. If such is approved, if an employee advises that he/she has sufficient pants and shirts, such employee will be permitted to select another clothing item (jacket, hat, shoes or similar type of

item) as a substitute. The employee shall be required to sign a written statement indicating he/she is foregoing the pants and shirts and selecting the item(s) to be described in lieu thereof.

B. In lieu of being supplied with uniforms, all Crest Haven employees who are determined to have direct patient contact as well as the civilian staff at the Sheriff's office shall receive annual clothing reimbursement of a maximum of \$400.00. For employees who have direct patient contact this allowance will increase to \$425.00 in January 2009, \$450.00 in January 2010 and \$500.00 in January 2011.

Payment of one-half ( $\frac{1}{2}$ ) of the clothing allowance will be payable for the period January 1<sup>st</sup> through June 30<sup>th</sup> on the second pay in July. The remaining one-half ( $\frac{1}{2}$ ) for the period July 1<sup>st</sup> through December 31<sup>st</sup> will be payable on the first pay in December. All payments for new employees will be pro-rated. An employee's date of hire must be on or before the 1st day of the month in order to be eligible for payment for the month of hire. No employee shall receive credit toward payment of a clothing allowance for any period covered by a leave of absence. In the event an employee terminates employment during the calendar year, the employee shall be charged back for any unearned uniform allowance on a pro-rated basis.

C. Foul weather gear will be provided to those employees who are required to wear such gear.

D. Employees receiving a clothing reimbursement are expected

to follow the dress code policy as issued by the department head. After the second violation of the policy, an employee may face both disciplinary action as well as the loss of a year's amount of the reimbursement.

#### ARTICLE TWENTY-ONE

##### BULLETIN BOARDS

Bulletin Boards shall be made available by the County. These Bulletin Boards may be utilized by the Union for the purpose of posting official Union announcements and other information related to the official business of the Union that is of a noncontroversial nature. The Union agrees that it will not post material that may be profane, derogatory to any individual, or constitute election campaign or political material of any kind. The County, through the County Administrator or his/her representative, may have removed from the Bulletin Board any material that does not conform to the intent and provisions of this article. Bulletin Boards, insofar as practicable, shall be placed immediately adjacent to the time clocks for the respective departments.

The County agrees to allow the Union the opportunity to make a presentation for new employee orientation. Such time will be scheduled in coordination with the County and the local president. Additionally, the County and the Union will mutually agree on the specific Union representative that will make the presentation.

ARTICLE TWENTY-TWO

WORK RULES

It is acknowledged that 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. If it is alleged that any such rule and regulation is contrary to this Agreement, then the Union may grieve with reference to same within seven (7) working days after the same are posted or disseminated and/or copy sent to the Union.

The County may adopt new and additional rules and regulations or may modify those that have been promulgated as part of the updating of rules and regulations as provided for hereunder. Such rules and regulations or modifications thereto shall be posted or otherwise disseminated no later than seven (7) working days prior to their effective date, except in those cases where an emergency exists as declared by the Department Head. Copies shall be sent to the Union's District Council Office on the same date that the rule is posted.

Copies of all departmental work rules or modifications shall be supplied to each departmental steward. Working days, for purposes of this Article, shall be defined as Monday through Friday, excluding holidays, irrespective of the employee's work schedule.

ARTICLE TWENTY-THREE

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 members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees 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 New Jersey Department of Personnel Regulations.

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 seek and obtain such

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 TWENTY-FOUR

NON-DISCRIMINATION

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

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. 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 TWENTY-FIVE

DEDUCTIONS FROM SALARY

A. The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the American Federation of State County and Municipal Employees - AFL-CIO-AFSCME



Council 71, so long as that Union shall be the duly certified bargaining representative of the employees hereunder. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15, 94 as amended, and members shall be eligible to withdraw such authority during July of each year.

B. Dues deductions shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Union during the month following the filing of such card with the County.

C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with the list of the names of all employees from whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the County written notice thirty (30) calendar days prior to the effective date of such change and shall furnish to the County official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

E. The Union will provide the necessary "Check-off Authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Personnel Officer.

F. In addition to the Check-Off Dues Deduction provided for above, pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980, effective the first full pay period following issuance by the County of retroactive pay due hereunder the County agrees to deduct from the salaries of its employees subject to this Agreement but not members of the Union a representative fee in lieu of dues for services rendered by the majority representative, in an amount equal to eighty-five (85%) percent of the regular membership dues, fees and assessments paid by the members of the Union, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of 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.

G. The County agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the County and the Union. The County agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions

have been made and the amount deducted during the period covered by the remittance.

H. 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 or resulting from the County's deduction and payment to the Union of its representation fee in lieu of dues as provided for above.

I. In the monthly report to the Union office specified in Paragraph C above, the County shall provide, inter alia, the following:

1. A list of all employees terminating their employment during the previous thirty (30) days.
2. A list of all employees commencing a leave of absence during the previous thirty (30) days.

#### ARTICLE TWENTY-SIX

#### LEAVES OF ABSENCES

A. Permanent employees covered by this contract shall be entitled to pregnancy disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.

B. Request for such leave must be made by the employee in writing to the County.

C. The County may request and receive acceptable medical evidence that the employee is unable to perform her work due to

disability because of pregnancy.

D. An employee may use accrued leave time (e.g. sick, vacation, personal days) for disability purposes; however, the employee shall not be required to exhaust accrued sick leave before taking a leave without pay for pregnancy.

LEAVES OF ABSENCE WITHOUT PAY - GENERAL

A. A permanent full-time employee covered by this Agreement may be granted leave of absence without pay upon written application to the County Board of Chosen Freeholders.

1. Requests for leave of absence shall be submitted in writing conforming to the County's Leave of Absence Policy, stating the reason for the request, the date the leave begins, and the probable date of return.

2. Leaves may be granted or denied at the sole discretion of the County Board of Chosen Freeholders.

MILITARY LEAVE

A. Leave of absence for military service will be granted in accord with applicable State and Federal law.

EMPLOYMENT DURING LEAVE PERIOD

A. Employees may not be gainfully employed during the period of such leaves. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary judgment. Leaves shall be granted or denied in

writing.

MEDICAL/FAMILY LEAVE

A. Medical/Family Leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act" and the regulations promulgated pursuant to those statutes, as well as the Family Leave Policy adopted by the County of Cape May.

1. Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month or twenty-four (24) month period, whichever is applicable. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child, or parent-in-law.
2. The circumstances under which leave may be taken vary depending on the type of leave requested and the County will grant leave in accordance with the provisions of each applicable statute, the regulations issued for each applicable statute and judicial decisions interpreting the requirements of each statute.
3. The County will issue a County Family Leave Policy in accordance with this Article.

NEW JERSEY PAID FAMILY LEAVE

The County reserves the right to require employees to exhaust any sick time, vacation time, or compensatory time permitted by statute before being eligible under this leave provision.

ARTICLE TWENTY-SEVEN

SEPARABILITY AND SAVINGS

If any provisions 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 TWENTY-EIGHT

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that 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 TWENTY-NINE

EMPLOYEE SAFETY

Employees will be instructed in the proper and safe operation

of patient lifts or other devices that are used in the performance of the normal duties. Other safety and health training will be provided as deemed necessary and practical by the department head or designee.

Employee complaints of unsafe or unhealthy conditions shall be promptly investigated. Corrective action shall be initiated at the earliest time practical to bring such conditions within safety guidelines. An employee, whose work is temporarily eliminated as a result of the above, may be assigned to other work of which he/she is capable for the interim time period. Employee shall not be required to work where conditions exist that violate safety rules and regulations of the State.

In the event of an on the job injury requiring professional medical attention, the department head will expedite such medical attention by calling for an ambulance, if required, or if the injured employee can be moved, arranging transportation to a competent medical facility. Additionally, return transportation will be arranged if the employee is not admitted to the medical facility as an inpatient.

#### ARTICLE THIRTY

##### TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 2008 to June 30, 2012. 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 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 caused these presents to be properly signed and sealed the day and year first above written.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL 3596, AFSCME DISTRICT  
COUNCIL 71, AFL-CIO

BY: *Joseph Gariff*

BY: *Brenda Carpenter*  
*Spec. Dir. C71*

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

BY: *Daniel Beyel*  
Daniel Beyel  
Director

BY: *Stephen O'Connor*  
Stephen O'Connor  
County Administrator

10/18/2005 11:27 AM

APPENDIX "A"

<u>RANGE</u>	<u>TITLE</u>
2	Account Clerk
3	Account Clerk, Stenographer
3	Account Clerk, Typing
15	Accountant
12	Accounting Assistant
15	Administrative Analyst
11	Administrative Clerk
11	Administrative Clerk Typing
11	Administrative Secretary
5	Admitting Clerk
18	Alcohol Counselor
1	Animal Attendant
5	Armorer
11	Asst. Bridge Repairer, Foreman
14	Asst. Chief Clerk
5	Asst. Supt. of Wgts. & Measures
7	Asst. Administrative Analyst
16	Asst. Chief Sanitary Inspector

16	Asst. Dir. Public Health Nursing
12	Asst. General Bridge Repairer Foreman
11	Asst. General Supervisor Roads
11	Asst. Head Cook
12	Asst. Payroll Supervisor
11	Asst. Planner, Environmental
16	Asst. Supt., Juveniles in Need
12	Asst. Supv. Bridge Repairer
5	Asst. Supv. Building Services
8	Asst. Supv. Electrician
11	Asst. Supv. Heating & Air Conditioning Mechanic
8	Asst. Supv. Sr. Citizen Center
12	Asst. Traffic Maintenance Foreman M/W
14	Body & Fender Shop Foreman M/W
5	Body & Fender Shop Mechanic
5	Bridge Operator
5	Bridge Repairer
14	Bridge Repairer, Foreman M/W
6	Bridge Repairer/Equipment Operator
11	Bridge Repairer/Heavy Equipment Operator
2	Building Maintenance Worker/Security Grd.
6	Building Maintenance Worker, Foreman

2	Building Maintenance Worker
2	Building Service Worker
10	Cabinet Maker
8	Carpenter
8	Carpenter, Stone Mason
14	Carpenter, Foreman M/W
8	Carpenter, Zoo Exhibits
11	Cashier, Principal Acct. Clerk, Typist
22	Chemist, Cont. Dangerous Subst.
15	Chemist, Water Analysis
15	Chief Clerk
20	Chief Physical Therapist
20	Chief Sanitary Inspector
11	Chief Sewage Plant Operator
14	Chief of Traffic Maintenance Oper.
6	Children's Supervisor
1	Clerk
1	Clerk Driver
2	Clerk Stenographer
2	Clerk Transcriber
1	Clerk Typist

14	Clinic Nurse
3	Communications Operator/Security Guard
3	Communications Operator/Sr. Sec. Guard
5	Communications Operator
7	Communications Operator/Police Records Clerk
1	Communications Operator Trainee
5	Community Service Aide
5	Community Service Aide Typing
10	Community Service Planner
8	Computer Operator
5	Computer Operator Trainee
18	Computer Service Technician
3	Consumer Protection Aide
8	Cook
18	Counselor, Juv. & Family CIU
20	County Alcoholism Coordinator
10	Crash Crew Chief
3	Data Control Clerk, Typing
8	Data Entry Machine Operator
8	Data Processing Coordinator
16	Data Processing Programmer

17	Data Processing Programmer Trainee
16	Data Processing Technician
12	Deputy County Disaster Control
7	Deputy Supt. of Wgts. & Measures
10	Dietician Zookeeper
20	Director of Environmental Health
8	Drafting Technician
4	Election Clerk
5	Election Clerk, Typing
8	Electrician
4	Electrician's Helper
9	Electronics Repairer
11	Electronic Systems Technician II
4	Engineering Aide
5	Engineering Draftsman
14	Entomologist
14	Environmental Health Specialist/Sanitary Inspector
21	Environmental Program Admin.
12	Environmental Specialist
8	Equipment Operator
11	Executive Secretary

18	Family Counselor
19	Family Planning Clinic Supv.
10	Field Representative/Health Ed.
14	Food Service Supervisor
2	Food Service Worker
9	Garage Foreman M/W
18	General Road Supv. M/W
18	General Supv. Bridge Repairer
18	General Supv. Roads
15	Graduate Nurse
13	Graduate Nurse, Public Health
5	Groundskeeper
14	Groundskeeper, Foreman M/W
3	Guard, Public Prop./Radio Disp.
2	Guard, Public Property
12	Head Cook
19	Head Nurse
2	Health Aide, Bilingual/Spanish
1	Health Aide, Part Time
2	Health Aide, Typing
12	Health Educator

14	Heating & Air Cond. Foreman M/W
9	Heating & Air Cond. Mechanic
11	Heavy Equipment Operator
2	Home Service Aide
2	Hospital Service Worker
4	Houseparent
5	Identification Clerk
4	Index Clerk
5	Index Clerk, Typing
22	Inspector, Mosquito
12	Inspector, Road Openings
3	Institutional Attendant
5	Interviewer, Vets. Serv. Bureau
9	Inventory Control Clerk
3	Investigator, Consumer Prot.
12	Jr. Librarian
1	Jr. Library Assistant
1	Jr. Library Assistant, Typing
10	Lab Tech. Water Analysis
11	Lab Tech. Clinical & Water Analysis
10	Laboratory Technician



4	Laborer
20	Land Surveyor/Principal Planner
9	Laundry Manager
3	Laundry Worker
4	Laundry Worker, Foreman M/W
6	Legal Stenographer
12	Librarian
1	Library Assistant
5	Library Clerk Driver
8	Library Intern
1	Library Page
8	Library Trainee
5	Mail Clerk
6	Maint. Repairer, Carpenter
6	Maint. Repairer, Electrician
7	Maint. Repairer, Low Press. Lic.
8	Maint. Repairer, Mason
6	Maint. Repairer, Roofer
14	Maint. Repairer Foreman M/W
5	Maintenance Repairer
5	Manager Mobile Meals Program

8	Mason
8	Mechanic
11	Mechanic Diesel
14	Mechanic Foreman M/W
8	Mechanic Helper
5	Medical Record Clerk
19	Microbiologist
2	Microfilm Machine Operator
3	Microfilm Machine Operator, Typing
10	Morgue Attendant
8	Motor Broom Operator
6	Motor Vehicle Operator Elderly/Handicapped
10	Municipal Alliance Planner
3	Museum Attendant
3	Museum Assistant, PT
15	Occupational Therapist
8	Painter
2	Passport Clerk, Typing
3	Patient Remotivation Aide
20	Payroll Supervisor
21	Physical Therapist

12	Physical Therapist Assistant
15	Pilot
4	Planning Aide
8	Plumber
10	Plumbing Inspector
9	Practical Nurse
7	Principal Account Clerk
8	Principal Account Clerk, Typing
7	Prin. Bookkeeping Machine Oper., Typing
6	Prin. Clerk Bookkeeping Machine Oper.
17	Prin. Librarian
11	Prin. Microfilm Machine Oper., Typing
8	Prin. Coord./Sr. Citizen Spec. Trans.
6	Principal Clerk
8	Principal Clerk, Stenography
8	Principal Clerk, Transcriber
7	Principal Clerk, Typist
22	Principal Data Processing Programmer
9	Principal Docket Clerk, Typist
12	Principal Draft Technician
20	Principal Engineer

23	Principal Engineer, Civil
11	Principal Engineering Aide
12	Principal Purchasing Assistant
22	Principal Systems Analyst
12	Principal Engineering Draftsman
10	Principal Index Clerk
10	Principal Index Clerk Typing
8	Principal Legal Stenographer
6	Principal Library Assistant
11	Principal Microfilm Operator Typist
8	Principal Payroll Clerk
18	Principal Planner
11	Principal Planning Aide
12	Printing Machine Operator I
4	Process Server
13	Program Analyst
12	Program Coord., Dept. of Aging
8	Program Coord., Sr. Citizens Trans.
10	Program Development Specialist/Comm. Service
13	Project Director, Nutrition
13	Public Health Nurse

15	Public Health Nurse Supv.
12	Public Information Assistant
7	Pumping Station Operator
10	Rangemaster
1	Receptionist
2	Receptionist, Typing
1	Recreation Aide
6	Recreation Leader
7	Recreation Leader, Sr. Center
1	Recreation Leader Arts & Crafts
8	Road Foreman, M/W
14	Road Inspector
5	Road Repairer
8	Roofer
14	Roofer, Foreman M/W
13	Sanitary Inspector
3	Seamstress
11	Secretarial Assistant
11	Secretarial Assistant, Typing
2	Security Guard
4	Senior Animal Attendant

22	Senior Inspector
5	Sewage Plant Operator
8	Shelter Coordinator
1	Site Mgr., Nutrition Program
12	Social Service Asst., Typing
15	Social Worker, Institutions
18	Social Worker, Juvenile Rehab.
18	Sr. Accountant
5	Sr. Account Clerk
6	Sr. Account Clerk, Typing
10	Sr. Admitting Clerk, Typing
4	Sr. Audio Visual Aides Clerk
8	Sr. Bldg. Maintenance Rep./Mason
3	Sr. Bldg. Service Worker
7	Sr. Body & Fender Repairer
7	Sr. Bridge Repairer
5	Sr. Building Maint. Worker
10	Sr. Carpenter
9	Sr. Children's Supervisor
5	Sr. Citizens Program Aide
4	Sr. Clerk

5	Sr. Clerk Stenographer
10	Sr. Comm. Service Aide
10	Sr. Comm. Service Aide Typing
10	Sr. Cook
5	Sr. Clerk Transcriber
4	Sr. Clerk Typist
5	Sr. Clerk Typist/Bilingual
11	Sr. Computer Operator
10	Sr. Counselor Penal Inst./Bilingual
6	Sr. Data Entry Machine Operator
20	Sr. Data Processing Systems Programmer
7	Sr. Elections Clerk, Typing
10	Sr. Electrician
8	Sr. Eng. Draftsman M/W
15	Sr. Engineer
7	Sr. Engineering Aide
15	Sr. Environmental Health Specialist
15	Sr. Environmental Planner
12	Sr. Field Rep - Health Education
4	Sr. Food Service Worker
14	Sr. Graduate Nurse

8	Sr. Groundskeeper
4	Sr. Guard, Public Property
5	Sr. Guard, Radio Dispatcher
5	Sr. Health Aide
5	Sr. Health Aide Typing
4	Sr. Health Aide, Bilingual/Spanish
6	Sr. Index Clerk
7	Sr. Index Clerk Typing
5	Sr. Institutional Attendant
13	Sr. Lab Technician
13	Sr. Lab Tech. Water Analysis
5	Sr. Laundry Worker
15	Sr. Librarian
3	Sr. Library Assistant
3	Sr. Library Asst., Typing
6	Sr. Library Clerk Driver
11	Sr. Mail Clerk
7	Sr. Maintenance Repairer
8	Sr. Maintenance Repairer/Mason
10	Sr. Mechanic
13	Sr. Mechanic Diesel



7	Sr. Medical Transcriber
5	Sr. Microfilm Operator, Typing
8	Sr. Motor Vehicle Operator E & H
10	Sr. Painter
18	Sr. Physical Therapist
16	Sr. Planner
20	Sr. Planner, Civil
17	Sr. Planner, Environment
14	Sr. Planner, Economic Development
7	Sr. Planning Aide
10	Sr. Plumber
8	Sr. Process Server
12	Sr. Program Dev. Specialist
15	Sr. Prog. Dev. Spec. Comm. Service
14	Sr. Public Health Nurse
14	Sr. Public Information Assistant
4	Sr. Receptionist, Typing
15	Sr. Sanitary Inspector
4	Sr. Security Guard
18	Sr. Social Worker, Inst.
18	Sr. Speech Therapist, PT

10	Sr. Stationery Engineer
9	Sr. Stock Clerk
10	Sr. Storekeeper
6	Sr. Telephone Operator
9	Sr. Traffic Maint. Worker
11	Sr. Traffic Signal Repairman
11	Sr. Zookeeper
9	Sr. Maint. Repairer/Low Pressure
7	Stock Clerk
6	Stockhandler
6	Storekeeper
8	Storekeeper, Automotive
10	Supervising Account Clerk
11	Supervising Acct. Clerk, Typing
8	Supervising Animal Attendant
8	Supervising Clerk
11	Supervising Clerk Stenographer
8	Supervising Clerk Typist
18	Supervising Diesel Mechanic
16	Supervising Mechanic
10	Supervisor of Accounts

9	Supv. Bookkeeping Machine Oper., Typing
14	Supv. Bridge Repairer
6	Supv. Building Service
18	Supv. Clinic Water Analysis
20	Supv. Computer Operator
14	Supv. Electrician
22	Supv. of Electronic Repair
12	Supv. Engineer Aide
14	Supv. Groundskeeper
14	Supv. Heat & Air Cond. Mech.
18	Supv. Lab Clin./Water Quality
4	Supv. Laundry
18	Supv. Librarian Children
18	Supv. Librarian
18	Supv. Librarian/Systems Analyst
7	Supv. Library Assistant
14	Supv. Maintenance Repairer
13	Supv. Medical Transcriber
10	Supv. Omnibus Operator
14	Supv. Painter
20	Supv. Planner

21	Supv. Princ. Environ. Planner
20	Supv. Prin. Planner
8	Supv. Security Guard
8	Supv. Sr. Citizen Activities
11	Teacher, Juvenile Facilities
5	Technical Asst., Exhibits
12	Technical Asst. Printing
17	Technical Asst., MIS
3	Telephone Operator
11	Tourism Representative
14	Traffic Maint. Foreman M/W
16	Traffic Maint. Supv.
6	Traffic Maint. Worker
9	Traffic Signal Repair
5	Truck Driver
7	Vet. Assist./Dietician
7	Vet. Assist./Zookeeper
1	Ward Clerk
2	Ward Clerk, Typing
8	Welder
7	Work Release Administrator

11	Youth Group Worker
16	Youth Shelter Coordinator
7	Zookeeper