

2-0115  
11/76 - 12/31/78

COUNTY OF ATLANTIC

WHITE COLLAR AGREEMENT

AFSCME, LOCAL 2252

This agreement made the 1-2<sup>TH</sup> day of OCTOBER 1976, between the COUNTY OF ATLANTIC, a municipal corporation, hereinafter referred to as the employer and the American Federation of States, County and Municipal Employees, AFL-CIO, Local 2252 Union, has as it's purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employments. The agreement shall be consistant with Chapter 303, Civil Service, resolutions, ordinances and policies of the County.

1.1 RECOGNITION

1.1 The Employer recognizes the Union as the bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all it's employees in the following white collar classifications:

- (A) Office clerical employees
- (B) Court attendants
- (C) Boys supervisor
- (D) Girls supervisor
- (E) Senior boys supervisor
- (F) Senior girls supervisor
- (G) Counselor adolescent unit

This agreement excludes all other employees who are classified as confidential, supervisory or professional employees.

2. CHECK OFF

2.1 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually (request) in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, to the Treasurer of the Union together with a list of the names of all Employees, for whom the deductions were made by the 10th of the succeeding month after each deductions are made.

### 3. WORK SCHEDULES AND HOURS OF WORK

3.1 The work hours for white collar employees on a 30 hour per week work schedule, Monday through Friday, inclusive, will be as follows: 9:00 A.M. to 4:00 P.M., with one hour for lunch and these work hours are to remain in effect until January 1, 1978. On January 1, 1978 all white collar employees on a 30 hour per week work schedule will have their work week increased from 30 hours to 35 hours per week. The 35 hour work week schedule Monday through Friday, inclusive, will be as follows: 8:30 A.M. to 4:30 P.M., with one hour for lunch, and these hours are to remain in effect until mutually changed. Either party has the right to request a change, and such request is to be the subject of negotiations.

3.2 The regularly scheduled work week for white collar employees currently on a 35 or 40 hour work week schedule will remain unchanged.

3.3 The regularly scheduled 40 hour work week for Harborfields employees involved in 24 hours operations will include a paid working lunch break.

3.4 Neither the regular starting time of work shifts, nor the work shift, will be changed without reasonable notice to the affected employees and Union representatives.

3.5 Where the nature of the work involved requires continuous operations on a twenty-four hour per day, seven days per week basis, employees so assigned will have their schedules arranged in a manner which will assure on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

3.6 Where there is more than one work shift per day within a given job title, preference of shift will be in accordance with seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.

### 4. OVERTIME

4.1 Overtime refers to any time worked beyond the regular hours of duty.

4.2 Time and one-half the employees regular rate of pay shall be paid for work under the following conditions:

(A) All work performed on the 6th and 7th day.

(B) All work performed in excess of forty (40) hours in any one week

4.3 No employee shall have his work shift or regular scheduled day off changed for the purpose of avoiding payment of overtime except if the schedule is changed for the week.

4.4 Overtime work will be distributed as equally as possible among employees within the same job title.

4.5 All overtime shall be paid promptly in the next regular payroll check after the overtime is performed.

4.6 Overtime work shall be voluntary except in an emergency. There shall be no discrimination against any employee who declines to work overtime in normal situations.

4.7 CALL IN TIME

4.7 Call in pay shall be at one and one-half for actual hours worked.

5. WAGES AND PAY PERIODS

5.1 All eligible employees in this bargaining unit being carried on the County payroll as of September 22, 1976 will receive the following negotiated wage increase:

- (A) All employees with a current wage that is less than \$7,000 per annum will receive an increase of \$225 added to their base annual wage.
- (B) All employees with a current wage that is more than \$7,000 per annum will receive a bonus of \$225 which will not be added to their base wage. The \$225 bonus will be a one time payment.
- (C) All employees currently on the County payroll as of January 1, 1977 shall receive an increase of \$325 added to their base annual wage.
- (D) All employees currently on the County payroll as of July 1, 1977 shall receive an increase of \$300 added to their base annual wage.
- (E) All employees currently on the County payroll as of January 1, 1978 shall receive an increase of \$300 added to their base annual wage.
- (F) All employees currently on the County payroll during the year of 1978 shall receive a wage increment as exists in the current wage guide. This wage adjustment shall be on the employees anniversary date of employment.

5.2 All permanent part-time employees, including provisional employees (but not to include seasonal employees) awaiting examination shall be paid a wage based on the annual wage for the appropriate full-time classification as set forth in the current wage schedule, pro-rotta. These part-time employees shall receive pro-rated vacation allowance and sick leave in accordance with the number of hours worked.

5.3 During the term of this agreement, employees covered herein shall not exceed the maximum of the respective wage ranges.

5.4 Employees who sever employment with the County prior to the implementation of any part of this wage agreement will not be included in the wage increases.

5.5 An employee who performs work in a higher paid job classification ~~than his own shall be temporarily assigned and certified for payment for such work after he has performed this work for five (5) consecutive days during more than fifty percent (50%) of the time while on the job.~~ *WILL BE PAID THE HIGHER CLASSIFICATION RATE, WHEN PERFORMING THESE DUTIES FOR MORE THAN FOUR HOURS PER DAY.* *R. W. W. 10/12/11*

5.6 An employee shall be paid the rate of pay for his own job title when performing work of a lower job title.

5.7 Seasonal employees will only receive indirect benefits limited to Workmen's Compensation and those other benefits provided by law.

Employees in this category will not receive vacation days, sick days, holidays, bereavement days, hospitalization and medical benefits or any other indirect contractual benefits.

## 6. INSURANCE

6.1 Blue-Cross, Blue-Shield, Rider J and Major Medical Coverage for all employees and their dependents.

## 7. PAID LEAVES

7.1 Employees in the service of the Employer shall be entitled to the following sick leave of Absence with pay as accrued.

- (A) One working day sick leave with pay shall accrue on the basis of one working day for each month of service from the date of appointment up to and including December 31st next following such date of appointment and fifteen days sick leave with pay for each calendar year thereafter accrued on the basis of  $1\frac{1}{4}$  working days per month. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purpose herein defined means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious diseases, and a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee. An employee shall

not be reimbursed for accrued sick leave at the time of resignation or termination of his employment.

- (B) If an employee is absent for five consecutive days (working days), for any of the reasons set forth in the above rule, the employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent shall be stated on the doctor's certificate provided by the County.
- (C) An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave herein-above set forth shall notify his immediate superior, by telephone or personal message within two hours after the beginning time of the employee's shift, if not, then he or she shall be off without pay.
- (D) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certificate of any Department of Health.
- (E) Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

#### 7.2 JURY DUTY

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

#### 7.3 FAMILY DEATH

Shall be in accordance with current County policy. However, an employee may be granted additional leave if circumstances require additional time.

#### 8. UNPAID LEAVES

Leaves of absence for a period of up to six (6) months may be granted by the County Executive for any reasonable purpose, and such leave may be extended or renewed for an additional six (6) months.

### 8.1 UNION BUSINESS

Employees elected to any union office or selected by the union to do work which takes them from their employment with the employer shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two years, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

### 8.2 MATERNITY LEAVES

Maternity leaves---shall conform to statutes and Civil Service Rules and Regulations.

### 8.3 EDUCATION

A Career Ladder Program shall be instituted by mutual agreement.

### 8.4 MILITARY SERVICE

Any employee who is a member of a reserve force of The United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Such duty is not to exceed two (2) weeks.

8.5 Any employee returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.

Any permanent employee who enters into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence for the period of military service (with no loss of benefits).

## 9. WORKMEN'S COMPENSATION

9.1 When an employee is injured while on duty during regularly scheduled working hours he will be entitled to workmen's compensation benefits as provided for under the County's Workmen's Compensation Plan.

9.2 Any employee who is injured on the job will be required to be examined by the County's physician or have his disability monitored by the County's physician with the attending physician of the injured employee.

10. SENIORITY

10.1 In all cases of demotions, layoffs, recall, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved in the job title.

11. HOLIDAYS

The following days are recognized holidays\*:

- |                               |                      |
|-------------------------------|----------------------|
| NEW YEARS DAY                 | LABOR DAY            |
| MARTIN LUTHER KING'S BIRTHDAY | COLUMBUS DAY         |
| WASHINGTON'S BIRTHDAY         | VETERANS DAY         |
| LINCOLN'S BIRTHDAY            | GENERAL ELECTION DAY |
| GOOD FRIDAY                   | THANKSGIVING DAY     |
| MEMORIAL DAY                  | CHRISTMAS DAY        |
| FOURTH OF JULY                |                      |

\* Except in those offices where holidays differ.

12. VACATIONS

12.1 Employees in the County service shall be entitled to the following annual vacation with pay as accrued:

- (A) 1 year to 10 years ----- 12 days  
 after 10 years to 20 years---- 15 days  
 after 20 years----- 20 days
- (B) Where in any calendar year the vacation or any part thereof is not used, vacation periods shall accumulate and shall be granted during the next succeeding calendar year only.
- (C) Vacations shall be granted at the time requested by the employee. If the nature of work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods.

13. STRIKES AND LOCKOUTS

13.1 In addition to any other restriction under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the Grievance Procedure for which provisions is made herein and the Employer shall not cause any lockout.

13.2 If either of the parties or if any person violates this section then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County Court of Atlantic County or the Superior Court Law Division, Atlantic County.

#### 14. SAFETY AND HEALTH

14.1 The employer and the Union shall designate a safety committee member. It shall be a joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities, where employees covered by this agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay.

#### 15. EQUAL TREATMENT

15.1 The Employer and the Union agrees that there shall be no discrimination of favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership, or union activity.

#### 16. DISCIPLINE

16.1 Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

16.2 If the immediate supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

16.3 The employer shall not discharge any employee without just cause. Except where violence and/or the health and safety of other employees may be involved, the employer shall give the Union notice of the discharge of an employee. If discharge takes place, the Union and the individual will be given a written reason for discharge and the grievance procedure may be invoked.

16.4 The Union shall have the right to take up the suspension and/or discharge as a grievance procedure, and the matter shall be handled in accordance with this procedure, including arbitration.

#### 17. MISCELLANEOUS

Any holiday leave or day off granted to other County employees by directive of the County Executive shall be granted to employees covered by this agreement except where offices remain open.



18. Payment of sixty (60) dollars per year shall be made for union members to the union health and welfare fund.

19. GRIEVANCE PROCEDURE

19.1 Any grievance or dispute that might arise between the parties with references to the application, meaning or interpretation of this agreement shall be settled in the following manner:

STEP 1 The aggrieved employee or the Union Steward at the request of the employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. Failure to act within said ten (10) working day period shall be deemed to constitute an abandonment of the grievance, the Division Director shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.

STEP 2 If the grievance has not been settled, it shall be presented in writing by the Union Steward (or union grievance committee or employee) to the Department Head within five (5) working days after the response of the Supervisor is due. The Department Head shall meet with the Union Steward (or the Union grievance committee and employee) and respond in writing within three (3) working days.

STEP 3 If the grievance still remains unadjusted, it shall be presented by the Union Steward or grievance committee or employee, to the Personnel Director in writing within five (5) days after the response from the Department Head is due. The County Executive or his representative shall meet with the Union Steward, union grievance committee or employee and respond in writing to the employee, or grievance committee within seven (7) working days.

STEP 4 If the grievance remains unsettled, the representative may within fifteen (15) working days after the reply of the County Executive proceed to arbitration. A request for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and Employer shall mutually agree upon a longer time period within which to adjust such a demand.

19.2 With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union, within seven (7) working days after notice has been given. If the parties fail to agree upon an arbitrator, the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall strike two (2) names from the panel. The Union

shall strike the first name; the Employer shall then strike another name, etc. and the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by this agreement only and his decision shall be final and binding on the parties and arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

19.3 Expenses for the arbitrators services and the proceedings under either Sections 19.1 and 19.2 shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other parties and to the arbitrator.

19.4 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure.

19.5 Agents of the Union, who are not employees of the Employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress. Such representatives shall also be recognized by the Employer as authorized spokesman for the Union in the matters between the parties regarding employees representation matters.

19.6 The Employer and the Union agree in conjunction with the grievance procedure that each will give reasonable consideration to requests of the party for meetings to discuss grievances pending at any step of the grievance procedure.

## 20. GENERAL PROVISIONS

20.1 Bulletin boards will be made available by the Employer at each work location for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

20.2 Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

20.3 It is agreed that representatives of the Employer and the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party which shall reflect the agenda of the meeting.

20.4 MANAGEMENT RIGHTS

Except these and only to the extent that they are specifically modified or limited by this agreement, the Employer has the following rights:

- (A) It is the right of the Employer to determine the standards of selection for employment according to Civil Service; direct its employees; maintain the efficiency of its operations; determine the method, means and personnel by which its operations are to be conducted; take all necessary action to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

20.5 UNION RIGHTS

The Employer will give released time with pay to two (2) delegates, to those members designated by the Union to attend Union conferences not to exceed three (3) days per year.

20.6 The Employer will give released time with pay to two (2) delegates based on the provisions of the International Constitution, to attend International Conventions or Special Conventions not to exceed seven (7) days per year.

21. TERMINATION

21.1 This agreement shall be effective as of the ~~first day of January, 1976~~ and shall remain in full force and effect until the ~~31st day of December, 1978~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, that it desires to modify this agreement. In the event such notice is given negotiations shall begin no later than thirty (30) days prior to the expiration date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

21.2 Negotiations shall begin no later than October 15, 1977, for the succeeding agreement.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this 12<sup>TH</sup> day of OCTOBER, 1976.

Charles D. Worthengeter  
County Executive  
County of Atlantic

Christopher J. Davis  
President, Council 71 AFSCME  
AFL-CIO

Charles R. Wassumet 10/12/76  
Personnel Director  
County of Atlantic

Dorcia Summers  
President, AFSCME  
White Collar Employees, Local 2252  
10/12/76