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AGREEMENT

BETWEEN

CAPE MAY COUNTY

CAPE MAY COURT HOUSE, NEW JERSEY

and

LOCAL NO. 1983

CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY COUNTY, NEW JERSEY

1/1/80 - 12/31/82

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PREAMBLE

This Agreement, entered into this 10th day of June, 1980, by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and LOCAL NO. 1983, CIVIL AND PUBLIC EMPLOYEES OF CAPE MAY COUNTY, NEW JERSEY, INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, 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 pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, etc.), 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 the 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 peoples of the County of Cape May and its employees and the County.

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 ~~Regulations~~ ^{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 January 1972 (Docket No. RO-369), the County recognizes the Union as the sole and exclusive representative of all those certain 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. In addition, the job titles, more particularly enumerated in Appendix "B" annexed hereto and hereby made a part hereof are hereby specifically excluded from the within bargaining unit. It is the intention of this Agreement to specifically exclude employees of the Cape May County Sheriff's Department represented by the Fraternal Order of Police, Lodge #7, County Investigators and Detectives represented by Police Benevolent Association, Local 59, employees of the Cape May County Probation Department represented by the Cape May County Probation Officers Association, employees of the Cape May County Court rep-

Cape May County, and Allied Trades, AFL-CIO, employees of the County Welfare Board represented separately by Local 1983, employees of Cape May County Mosquito Commission represented separately by Local 1983, elected officials, members of boards and commissions, confidential employees, and managerial executives, within the meaning of the Act.

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 the executive 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 on-the-job activities of its employees;
2. To determine the standards of selection of employment and to hire all employees and subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law;
4. To relieve its employees from duty because of lack of work, lack of funding or legal cause.
5. To maintain the efficiency of its operations;
6. To determine the amount of overtime to be worked;
7. To determine the methods, means and personnel by which its operations are to be conducted;
8. To determine the content of work assignments; and
9. To exercise complete control and discretion over its organization/and the technology of performing its work.

B. The exercise of the foregoing 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.

C. The County agrees to review and discuss with representatives of the Union any managerial decisions affecting job classification or duty changes which may be created due to Civil Service Reclassifications, prior to implementation or any other matter which may affect hours, wages or conditions of employment.

D. The County agrees to hold harmless any ^{member} ~~member~~ of the bargaining unit whose position or job classification may be affected by a Civil Service Reclassification.

ARTICLE FOUR

DEFINITIONS

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

Permanent employee - means an employee who has acquired Civil Service permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - means persons hired in cases of emergency only for a period of not more than two (2) months, which two (2) month period of employment may be extended for a maximum of an additional two (2) months if the emergency is shown to continue.

Provisional appointment - means the appointment to a permanent 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 duty are less than the regular and normal work week for the class or agency.

Seasonal - employees which are hired for the same short period of time during the year.

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 14 days 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 which affect the terms and conditions of employment of an employee.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employee - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal Grants.

Anniversary Date - for all employees employed on or before December 31, 1979, Anniversary Date shall be defined as the date on which the employee received the last increment during 1979. Said date shall become the permanent and unchanging Anniversary Date for each said employee. For all employees hired after December 31, 1979, Anniversary Date shall be defined as date of hire. Upon the development of a new salary guide for 1981 pursuant to Article 14 Paragraph A(ii) of this Agreement, the Anniversary date for all present employee shall be January 1 of year of hire. The Anniversary date for employee hired after January 1, 1980 shall be negotiated at the time the new Salary Guide is structured.

C.E.T.A. employees - means persons who are hired to fill positions funded by the Federal Comprehensive Employment and Training

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 which 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 herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

3. Any grievance may be raised by any employee or by the Union.

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:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof by submitting his grievance in writing within five (5) 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

Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to file his 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 the grievance.

(b) The Supervisor 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 Supervisor, 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 supervisor, the employee may appeal his grievance to the Department Head (or his representative) within five (5) working days following receipt by the employee of the written determination of the supervisor. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Department Head.

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

Step Three:

In the event that the grievance has not been resolved at Step Two, the following provisions and procedures shall apply. The parties agree that there are two types of grievances for the purposes hereinafter set forth more particularly as follows:

Type One: Grievances involving the meaning, application or interpretation of the terms of this agreement.

Type Two: Grievances involving the interpretation or application of rules and regulations, policies, or administrative decisions which affect the terms and conditions of employment of an employee.

Type One Grievance

In the event that a type one grievance has not been resolved at Step Two, the employee may within ten (10) working days following receipt by him of the determination of the Department Head, submit the matter to the Public Employment Relations Commission for binding arbitration. In the event that the employee shall elect to submit the Type One grievance for binding arbitration, the following provisions shall apply:

- (a) An arbitrator shall be selected pursuant to the rules of a Public Employment Relations Commission.
- (b) The arbitrator shall be bound by the parameters of the Type One grievance definition stated above in this Article FIVE of this Agreement.
- (c) The decision of the arbitrator shall be final and binding upon the parties.

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) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Type Two Grievance

In the event that a type two grievance has not been resolved at Step Two, the employee may within ten (10) working days following receipt by him of the determination of the Department Head, submit the type two matter to the Public Employment Relations Commission for nonbinding arbitration. In the event that the employee shall elect to submit the Type Two grievance for non-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 arbitrators shall be bound by the parameters of the Type Two grievance definition stated above in this Article FIVE of this Agreement.
- (c) The decision of the arbitrator shall not be binding upon either party. Each party shall review the findings of the arbitrator and certify to the other within ten (10) days of receipt thereof in writing whether the finding will be accepted.
- (d) The costs of 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 his non-binding decision within thirty (30) days after

the conclusion of the
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 Employer and the Union shall be utilized for any dispute covered by the terms of this agreement or affecting the employees covered hereunder.

Union Representation in Grievance Procedure.

1. The shop Steward may be present and participate in the grievance procedure at Step 1.
2. The Business Agent of the local Union may participate in the grievance procedure at Step 2 and at all steps subsequent thereto.
3. The International Representative of the Union and any other Union personnel deemed appropriate by the Business Agent may participate in the grievance procedure at Step 3 and at all steps subsequent thereto.
4. At any meeting between a representative of the County and an employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence) is to be announced, a Union representative may be present if the employee so requests.

ARTICLE SIX

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 employees Certification by Civil Service in his present title.

C. For purposes of layoff Seniority shall be defined as employees length of service from his date of initial Certification by Civil Service as a County employee.

D. With the exception of employees employed in the County Parks who are not Civil Service Employees, the County shall utilize experience, ability, aptitude, qualification, attendance, physical condition, and the result of the Civil Service 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.

E. For employees employed in the County Parks, the County shall utilize experience, ability, aptitude, qualification, attendance and physical condition 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 County shall mail or hand deliver to the Union Business Representative at his office address to be supplied to the County by the Union, copies of all Job Opportunity Bulletins, Civil Service Test Notifications, and all other correspondence, notices, or other materials forwarded to or received from Civil Service concerning job openings or opportunities within 72 hours of receipt or transmittal of same.

ARTICLE SEVEN

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the County facilities or premises at reasonable hours for the purposes 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 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 be presently be in effect or may hereafter be made by the County through its Director of Building and Grounds, 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 elected in each department, division or shift, whichever is applicable to represent the Union in grievances arising in his department, division or shift, whichever is applicable with the County. Each department shall elect its steward and the Union shall furnish the Board of Chosen Freeholders with a list of stewards. There shall be one chief steward who shall be elected by the committee of stewards.

C. The County agrees to give time off the job and with pay for shop stewards performing their Union duties, such time shall not exceed two (2) hours per day. The Union agrees to take all steps necessary to insure that this time is within reasonable limits

ARTICLE EIGHT
HOURS AND OVERTIME

A. Forty hour workers -

1. Roads and Bridges; Buildings and Grounds; Airport Maintenance.

a. For all non-clerical employees in the above departments the basis work week 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 not exceed one (1) hours.

b. Employees shall be compensated at the rate of one and one-half 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 will be compensated in one half ($\frac{1}{2}$) hour units, fractional portions being counted as a full half ($\frac{1}{2}$) hour. No payment shall be made for an initial period of less than 15 minutes.

2. County Parks; all Crest Haven employees; County Jail; Bridge Tenders; Security Personnel; and Cape May County Driving School. Fare Free Transportation.

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 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 not exceed one (1) hour.

b. Employees shall be compensated at the rate of one and one-half times the straight time rate for all hours worked in excess

of eight (8) hours per day or forty (40) hours per week. Overtime will be compensated in one half ($\frac{1}{2}$) hour units, fractional portions being counted as a full half ($\frac{1}{2}$) hour. No payments shall be made for an initial period of less than 15 minutes.

c. Driving School employees required to work Saturday and Sunday on a weekend shall insofar as is practicable receive two consecutive ~~days~~ days off during the following work week. County Park Commission Employees who work on all or part of the weekend shall receive two (2) consecutive days off during the following week insofar as is practicable. ~~County Park~~

~~Commission~~
~~Employees~~
~~who~~
~~work~~
~~on~~
~~all~~
~~or~~
~~part~~
~~of~~
~~the~~
~~weekend~~
~~shall~~
~~receive~~
~~two~~
~~(2)~~
~~consecutive~~
~~days~~
~~off~~
~~during~~
~~the~~
~~following~~
~~week~~
~~insofar~~
~~as~~
~~is~~
~~practicable~~
~~Sunday~~

B. All Other Employees

1. For all other employees, the basis work week will be from 8:30 a.m. to 4:30 p.m. with one hour for lunch, Monday through Friday. The time taken for meals shall not be utilized in computing the employee's hourly rate.

2. All hours worked in excess of (7) hours per day or thirty-five (35) hours per week shall be compensated for at the rate of one and one-half times the straight time rate. Overtime will be compensated in one-half ($\frac{1}{2}$) hour units, fractional portions being counted as a full half ($\frac{1}{2}$) hour. No payments shall be made for an initial period of less than 15 minutes.

3. The employee shall have the option of receiving payment in cash or compensatory time off the hours worked in excess of the normal work day up to eight (8) hours per day. In all cases where eight (8) hours per day have been exceeded, the payment will be made in cash for the period exceeding eight (8) hours.

4. Compensatory time shall be utilized within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Board of Freeholders.

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

HOLIDAYS

A. The following holidays shall be recognized:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. General Election Day
12. Thanksgiving Day
13. Day after Thanksgiving Day
14. Christmas Day
15. Three Administrative Days

B. Employees who are scheduled to work or who work on the recognized holidays noted in this Article shall be paid at the rate of one and one-half the straight time rate for the actual hours worked on the holiday, provided, however, that each such employee shall be paid for a minimum one-half day at the above-prescribed rate.

In addition, employees who are scheduled to work or who work on the recognized days noted in this article shall be given a day off with pay at a later date in accordance with departmental rules established in Article TWENTY.

C. For employees working a five (5) day week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) day work week as described above, holidays will be celebrated on the date on which they actually fall.

D. Administrative days are to be used by the employee for personal reasons and subject to the following conditions: An administrative

submitted to the Director of his department. Said request shall be granted, at the discretion of the Department Director, so long as the employee's absence can be granted without interference with the proper conduct of the department. Administrative days shall not accumulate, but must be used in the calendar year.

E. Seasonal employees do not get paid for holidays unless they actually work on the holiday. Seasonal employees do not earn vacation, sick leave, or administrative 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 any calendar year is fourteen (14) days. Any vacation days, sick leave days, or administrative 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) administrative day for each forty-nine (49) days worked to a maximum of three (3).

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to ten (10) years of service; fifteen (15) working days vacation after the completion of ten (10) years and after fifteen (15) years and up to twenty (20) years of service, seventeen (17) days vacation; after twenty (20) years of service, twenty (20) working days vacation; and after twenty-five (25) years of service, twenty-five (25) working days vacation. Permanent part-time employees shall receive vacation credit allowance as provided below:

B. 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.

C. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his entire vacation period specified in Paragraph "A" above on January 1 of said year.

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

HEALTH INSURANCE

The County shall provide a Health Benefit Program which shall include the following:

- A. The County will continue to provide the Pacific Mutual Insurance Company health insurance coverage for medical care and surgical services to all employees and their dependents covered under this Agreement.
- B. The above program shall provide Major Medical coverage as follows:
 - (i) In 1980 the coverage shall be for expenses up to \$25,000. with \$100.00 deductible and 80% payment of all charges not covered under the Health Care Insurance Program referred to in Paragraph A above.
 - (ii) Effective January 1, 1981, the County will upgrade the Major Medical coverage by providing for 100% coverage after the first \$2,000. in place of the current 80% coverage.
 - (iii) Effective January 1, 1982, the County shall increase the Major Medical maximum coverage from \$25,000. to \$50,000.
- C. The County shall continue to provide eye care coverage for all employees and their dependents covered under this Agreement.
- D. The County shall continue to provide a Prescription Insurance Plan (\$1.00 Co-Pay) for all employees and their dependents covered under this Agreement.
- E. The County shall provide each employee with life insurance coverage as follows:
 - (i) Effective January 1, 1980, the coverage shall be in the amount of \$3,000.

(ii) Effective July 1, 1980, the coverage shall be in the amount of \$4,000.00.

(iii) Effective July 1, 1981, the coverage shall be in the amount of \$5,000.00.

F. The County shall provide Dental Insurance coverage as follows:

(i) Effective July 1, 1981, the County shall provide an individual (employee only) Dental Care Plan with a maximum annual premium of \$128.00 or \$10.75 per month per employee.

(ii) Effective July 1, 1982, the County shall provide a Full Family Dental Care Plan with a maximum monthly premium of \$15.00 per employee.

(iii) The County and the Union agree to meet and discuss the plans to be implemented.

G. Except as provided above the County will pay the full cost of the foregoing programs for all employees and their dependents.

H. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees until the death of the employee, as soon as the law permits. (At present, the law allows only those with twenty-five (25) years of service to receive this benefit.)

SICK LEAVE

Section 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, or a short period of emergency attendance on a member of his immediate family critically ill and requiring the presence 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 relative of the employee residing in the employee's household."

Section B: Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any fulltime employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.
2. Any amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

Section C: Reporting of Absence on 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 after employee's starting time. Each employee at the Crest Haven Nursing Home on shift work shall provide the required notice prior to commencement of his or 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.

Section D. Certification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

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.

Section E: Sick Leave Payment at Retirement.

At retirement, the County agrees to pay each employee an amount equal to 50% of all accrued and unused sick leave up to a maximum

Section F: Part-Time Sick Leave.

Part-time employees shall 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 is fifteen (15) days per year. Any vacation sick leave, or administrative leave days that have been earned and used are included in the seventeen (17) day total referred to above.

ARTICLE THIRTEEN

DISABILITY LEAVE

Whenever an employee in the classified Civil Service is disabled through injury or illness as a result of or arising from his employment, as evidenced by a certificate of a County-designated physician or physician acceptable to the County, he shall be granted, in addition to his annual sick leave with pay or any accumulations thereof leave of absence with pay as may be reasonably required, as evidenced by a certificate of the County-designated physician or physician acceptable to the County for the period during which workmen's compensation payments are allowed. All benefits shall cease upon receipt of a determination that the employee is permanently disabled and will not return to work.

Disability Payments hereunder shall not be withheld pending receipt by the County of the aforementioned certificate but in no event shall the County be obligated to make disability payments in excess of the employee's accumulated sick leave unless and until aforementioned certificate has been submitted to the County.

During the period in which full salary or wages of an employee on disability leave is paid by the County, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the County by the insurance carrier or the employee.

Whenever the County-designated physician or the physician acceptable to the County shall report in writing that the employee is

fit for work, such disability 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 remains on the payroll.

ARTICLE FOURTEEN

SALARIES AND COMPENSATION

A. Employees covered hereunder shall receive additional compensation as follows:

(i) During calendar year 1980 the wage guide in effect on December 31, 1979 shall remain in full force and effect. Each employee at Steps One through Four on December 31, 1979 shall receive an increment in accordance with said wage guide on his or her Anniversary date as defined in Article ~~III~~^{IV} hereof. In addition thereto, each such employee shall receive an addition of \$500.00 to his or her salary effective January 1, 1980. Two Hundred Fifty Dollars (\$250.00) shall be paid in lump sum on July 1, 1980, and the balance shall be paid through an appropriate increase in the employee's biweekly pay. Each employee at Step 5 on December 31, 1979 shall receive an increase in salary of \$1,000.00 effective January 1, 1980. Five Hundred Dollars (\$500.00) of said amount shall be paid in lump sum on July 1, 1980 and the balance shall be paid through an appropriate increase in the employee's biweekly pay.

(ii) For calendar year 1981, the County agrees to increase compensation for employees covered by this Agreement by an amount equal to an average of \$850.00 per employee. The specific allocation and division of the funds provided shall be in accordance with a new wage guide to be developed.

(iii) For calendar year 1982, the County agrees to increase compensation for employees covered by this Agreement by an amount equal to an average of \$900.00 per employee. The specific allocation and division of the funds provided shall be in accordance with a new wage guide to be developed.

incremental step.

C. When employees are promoted or transferred to a job carrying a higher rate of pay, the employee will be placed at the incremental step in the new range, which is closest to and in no case lower than their present rate. Such increase shall in no way affect the interval for any increase to which said employee may be entitled as prescribed in the Salary Range Tables.

D. Employees shall be paid a minimum of three (3) hours at time and one-half 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.

E. An employee called at home and asked to perform emergency work will proceed to his reporting center. The employee will receive Two (\$2.00) Dollars personal car allowance for each completed emergency call in addition to the pay for the emergency work.

ARTICLE FIFTEEN

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of three (3) days. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

B. Immediate family for the purpose of this Article shall be defined as husband, wife, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchildren.

C. Request for funeral leave shall be subject to the approval of the Department Head. Such approval shall not be unreasonably denied.

D. 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 sick leave.

TEMPORARY ASSIGNMENT PAY

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 actually performed where same is needed 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 for themselves. 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) full days. In such event, the employee shall be paid for the hours involved at the incremental step in the new range equal to his current step in his own range. Such increase shall in no way affect the interval for any increase to which said employee may be entitled as prescribed in the Salary Range Tables.

The temporary assignment pay provided for above shall not apply to the following circumstances:

(a) During periods of emergencies, i.e. matters concerning public safety, major storms and disasters, and natural causes, temporary assignment pay will not apply.

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

In determining the validity of requests for temporary assignment pay, the Civil Service Job Description for the higher title will be the basic criteria used.

ARTICLE SEVENTEEN

LONGEVITY

A. The following longevity plan shall be maintained by the County which 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. Deputy pay shall be included in the computation of longevity

C. 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 of date of hire occurs.

SHIFT DIFFERENTIAL

During the tenure of this Agreement, there shall be no shift differential provided in any departments covered by this Agreement. Employees with the title "Head Nurse" shall receive an additional allowance of \$5.00 per tour when assigned as "In Charge Nurse" at Crest Haven.

UNIFORMS

A. Uniforms will be provided during the year to those employees who are required by the County to wear the given uniforms, in accordance with past practice. The County agrees to meet and review with a committee of employees to be designated by the Union, all bid specifications and standards for uniforms prior to the acceptance of bids for same by the County. The County will further see that each employee is properly measured for the said uniforms.

B. In lieu of being supplied with uniforms, all Crest Haven employees and Public Health Nurses shall receive an annual clothing allowance of \$75.00. Effective January 1, 1982 all Crest Haven employees and Public Health Nurses shall receive an annual clothing allowance of \$100.00.

C. Foul weather gear will be provided for those employees who require such gear.

BULLETIN BOARDS

Bulletin boards shall be made available by the County and shall be designated "Union Bulletin Boards." These bulletin boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

WORK RULES

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 and further provided that the Union shall have the right to grieve with reference to same within five (5) days after the same are posted or disseminated and/or copy sent to the Union.

2. Copies of all departmental work rules shall be supplied to each departmental shop steward.

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 employee's 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 Civil Service Law.

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-THREE

NON-DISCRIMINATION

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

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.

A. The County agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. In addition pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980 effective July 1, 1980, the County agrees to deduct from the salaries of its employees subject to this Agreement but not members of the Union a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the Union, less the cost of benefits financed through the dues and assessments and available to and benefitting 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.

B. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County, written notice prior to the effective date of such change.

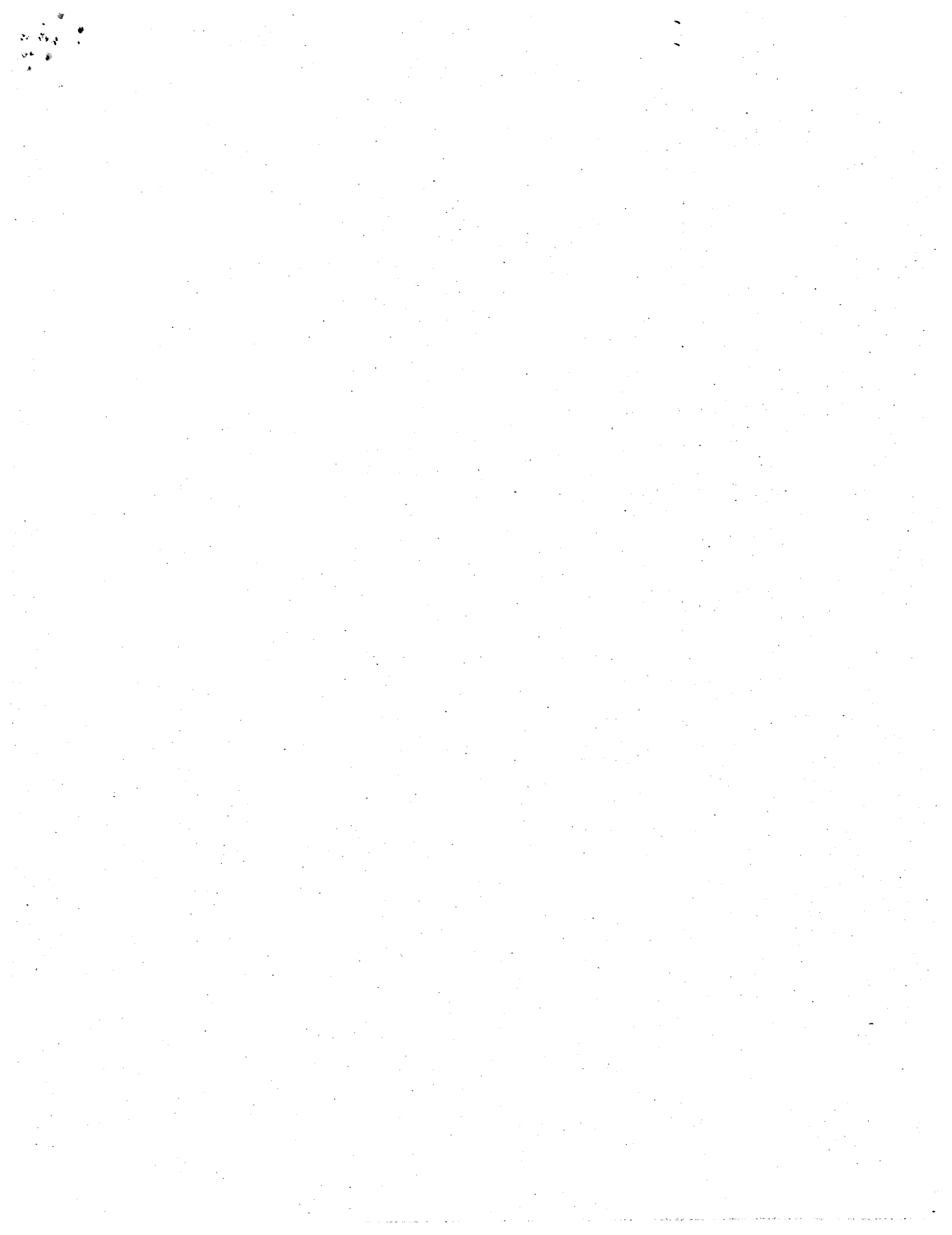
C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the County Comptroller. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union to the County.

D. In the monthly report to the Union office specified in

following:

1. An accurate 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 28
SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application to 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-SIX

FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which 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-SEVEN

TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1980 to December 31, 1982. 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.

LOCAL NO. 1983
CIVIL AND PUBLIC EMPLOYEES
OF CAPE MAY COUNTY, N.J.
INTERNATIONAL BROTHERHOOD
OF PAINTERS AND ALLIED TRADES
AFL-CIO

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

By: Maynard J. Sullivan B.R.

By: Anthony T. Catanoso
Anthony T. Catanoso, Director

Attest:

Richard J. Bell

Attest:

Kathryn A. Willis
Kathryn A. Willis, Clerk of
the Board