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AGREEMENT BETWEEN
THE
CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

LOCALS 2301, 2305, and 2307 AFFILIATED WITH
AFSCME, AFL-CIO

(Maintenance Workers and Aides)

PREAMBLE

This agreement entered into by the Board of Freeholders of the County of Camden, hereinafter referred to as the "Employer", and Locals 2301, 2305, and 2307, which are affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of 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 employment. The effective date of the contract shall be January 1, 1978.

ARTICLE 1. RECOGNITION

Section 1. The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Appendix A, which is part of this agreement. No new additional classifications effecting this unit shall be made prior to the consent of both parties. This recognition shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303.

Section 2. This recognition shall not apply with regard to any persons employed by any autonomous or semi-autonomous bodies, boards, or commissions partly or wholly supported financially by the County of Camden

X January 1, 1978 - December 31, 1979

ARTICLE II - CHECKOFF

Section 1. The Employer agrees to deduct the monthly Union 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 from 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 tenth day of the succeeding month after such deductions were made. The revocation of this authorization shall be in accordance with provisions of applicable statutes as presently existing, or as may be amended.

Section 2. Employer agrees to deduct the monthly credit union deduction from the pay of those employees who request in writing that such deduction be made. This provision is made subject to legality of the deductions and if subsequently determined that said deductions cannot be made, the employer should be under no obligation to make same.

ARTICLE III - WORK SCHEDULES

Section 1. The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday inclusive, except for the building and maintenance workers and those employees who are assigned to continuous operations shifts as set forth below.

Section 2. The regular starting time for the work shifts will not be changed without reasonable notice to the affected employees, and without first having discussed the need for such changes with the Union.

Section 3. Where continuous operations are required on a 24-hour per day, seven-day per week basis, employees assigned to such a schedule will have their work assignment arranged in a manner which will provide, on a rotation basis, an equal share of Saturdays and Sundays off to all such employees, distributed evenly throughout the year.

Section 4. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority, as defined in Article II. 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 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.

Section 5. A ten hour and fourteen hour work schedule should be assigned to the Institutional Fire Fighters in lieu of the previous 24 hour and 72 hour provisions.

Section 6. Attendants should report 15 minutes before their normal starting time without compensation for the purpose of coordinating with the next shift.

ARTICLE IV - OVERTIME

Section 1. Overtime is defined as any time worked beyond 8 hours per day, and it is granted only when the employee is authorized to work by a supervisor.

Section 2. Time and one half the employee's regular rate of pay shall be paid for work under any of the following conditions:

a. All work performed in excess of 8 hours in any day.

b. All work performed in excess of 40 hours in one week except those hours for which time and one half or double time is paid shall not be included in the 40 hour base.

c. All work performed on Saturday, except for employees assigned to continuous operations shifts.

d. Employees on continuous operations who are required to work a holiday shall receive time and one half for the hours worked on that holiday, in addition to the holiday pay. *for that day shall*

See below
e. ~~Firemen - Hours worked in excess of 40 hours in any week by employees assigned to continuous operations are not compensable at the rate of time and one half if the number of hours worked are those normally worked during that week.~~

Section 3. Double time the employee's regular hourly rate of pay shall be paid for work performed under any of the following conditions:

a. All work performed on Sunday, except for employees assigned to continuous operations shifts.

b. For holidays, in addition to the holiday pay, provided such time does not fall within a regular shift of duty.

c. In no event shall employees be paid less than double time for having worked consecutively in excess of 16 hours.

Section 4. When employees assigned to continuous operations shifts perform work on the sixth consecutive day of their scheduled work week, such day shall be considered as a Saturday for the purpose of computing overtime, as set forth above. When such employees work on the seventh consecutive day of their scheduled work week, such day shall be considered as a Sunday for the purpose of computing overtime, as stated above.

Article 4 - Overtime - Section e.

Firemen: Hours worked in excess of 80 Hours in a pay period by employees assigned to continuous operations shall be compensable at the rate of time and one half if the number of hours worked are those normally worked during that pay period.

Section 5. Overtime work shall be distributed as equally as possible among employees within the same classification.

Section 6. Overtime shall be paid currently, or at least no later than the second pay period after overtime was performed.

ARTICLE V- CALL IN TIME

Section 1. Any employee who is required to return to work during periods other than his regularly scheduled hours shall be paid time and one half for such work and shall be guaranteed not less than four hours pay, regardless of the number of hours actually worked. If the employees call in time assignment and his regular shift overlap, he shall be paid time and one half for that period worked prior to the regular shift. For the balance of his regular shift, the employee shall be paid at his appropriate rate.

Section 2. Nothing contained in this agreement to the contrary notwithstanding, employees called in to work during periods other than his or her regularly scheduled hours shall be compensated as of the time he or she is called, if he or she actually report for duty within one hour of the time of the call. If such employees report for work at some time later than one hour from the time of the call, compensation shall be for the period commencing with the time the employee reports for work.

ARTICLE VI - RATES OF PAY

Section 1. The pay scales for all employees covered by this agreement shall be set forth in the attached schedules.

Section 2. New or additional employees hired during the term of this agreement shall be governed by the attached pay scales.

Section 3. All employees covered by the terms of this agreement shall reach a minimum salary as set forth in the schedule attached.

Section 4. The established salaries are fixed on the basis of full-time service in full-time positions. If the Board of Chosen Freeholders establish any position on a part-time basis, or if the Board approves the incumbent of any full-time position for part-time service only, the rate of pay for the position shall be proportionately reduced, unless otherwise stated.

Section 5. Those employees who choose to receive maintenance at Lakeland (room & board) shall be charged for the meals and facilities provided in accordance with the appropriate rate to be established. The new rates will be reviewed with the Union prior to implementation.

Section 6. An employee who performs work in a higher paid classification than his own shall be temporarily assigned and paid for such work after performing said work for one week, spending at least 50% of his time on the higher paid job. An employee shall be paid at the rate of his own classification when performing work in a lower paid classification. *Timmy*

Section 7. Employees subject to uniform requirements shall be granted a uniform maintenance allowance of \$200.00 in 1978 and \$225.00 in 1979. "Uniform" shall be defined as a specific and required method of dress dictated by the conditions of employment.

Section 8. The employee will only be eligible for uniform allowance during the time he is actively working or on an approved sick leave with pay or Workmens Compensation.

ARTICLE VII - INSURANCE

Section 1. There shall be no change in the Group Hospital Medical Plan presently in effect and paid for by the Employer on behalf of its employees, except in the case of a new plan that is equivalent or better.

Section 2. It is further agreed between the employer and the Union that the Employer shall pay or cause to be paid to the South Jersey Public Employees Health & Welfare Fund the sum of \$104.00 per annum for each full-time employee who is a member of the Union, and for whom the Union is the bargaining agent for the purpose of this contract, as listed in Appendix A, part of this agreement.

Section 3. The Union agrees to save and hold harmless the Employer from any liability arising out of the administering of the fund to which this sum shall be paid on behalf of each employee as stated above, and further agrees to make available to the employer, audits or reports dealing with said funds as same shall become available.

ARTICLE VIII - SICK LEAVE

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

- (a). One working day sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment; and sixteen days sick leave with pay for each calendar year thereafter. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay when needed (see also Section 3).
- (b). Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family (as defined) who is critically ill and requires the presence of the employee.
- (c). If any employee is absent for three (3) consecutive working days for any reasons set forth in the above rule, the Board of Freeholders or their designees may require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent should be stated on a doctor's certificate.
- (d). At the discretion of the Department Head, the employee seeking sick leave may be required to submit medical evidence to the substantiate his request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the time involved during which the employee was absent shall be charged against his vacation time, if any, provided the employee agrees in writing. Otherwise, he will suffer loss of his pay for any unauthorized time.
- (e). An employee who does not expect to report for work on any working day must notify the appropriate office by telephone or personal messenger within one hour prior to the beginning hours for those employees on shift work and within one hour after the beginning hours for those on steady day work.

FIRST YR 12 DAYS SICK

AFTER DEC 31, 16 DAYS

- (f). Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
- (g). The total years of service after permanent appointment of an employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available, and shall be granted and governed in accordance with prevailing Civil Service regulations during the life of this Agreement.
- (h). Full-time temporary employees in the County service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- (i). Employees on a daily, hourly or seasonal basis are not eligible for sick leave.

Section 2. Immediate family is defined to include Mother and Father, Mother and Father-in-law, Brother and Sister, Spouse, Children or Foster Children of the employee and Grandmother and Grandfather.

+ 2 DAYS FOR ALL OTHER RELATIVES

Section 3. Starting with sick leave accrued under Civil Service regulations in January 1978, and continuing through December 1979, up to a maximum of 16 days, any unused sick leave will be payable to employees covered by this Agreement no later than January 15, 1979 and January 15, 1980. The employee has the right to elect to continue accumulating sick leave as per Civil Service rules or to take cash payment as provided above. In either event, such choice must be made in writing no later than December 1. The employee must select one of the two options only. All Sick leave shall be initially charged against the unused sick leave for the year in which it is taken and then against any accumulated sick leave.

ARTICLE IX - LEAVES OF ABSENCE

SECTION 1: Leaves of absence for employees shall be granted as provided under Civil Service statutes, rules and regulations, except as otherwise expanded herein.

SECTION 2: A leave of absence with pay, up to four (4) days, shall be granted to permanent employees desiring such leave due to a death in their immediate family, which is defined to include Mother and Father, Mother-in-law or Father-in-law, Parental Guardians, Brother or Sister, Spouse, Children or Foster Children of employees and Grandmother or Grandfather.

SECTION 3: Up to seven (7) members of the Union who are elected or designated to attend a function of the Union's International or other subordinate body, shall be permitted to attend such functions up to three (3) days per year and shall be granted the necessary time off with one week's notice to the Employer. In addition, said delegates shall be permitted up to five (5) days off per year to attend the Union's international convention, subject to the above notice requirement. This right of attendance shall be governed by any conditions, restrictions or limitations contained in the International Constitution of the Union, provided said conditions do not conflict with this paragraph.

SECTION 4: An employee who is a member of the National Guard or reserves of the military or naval forces of the United States and is required to undergo annual field training, will be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents official notice from his commanding officer prior to the date of such leave. Such duty shall not exceed two (2) weeks.

SECTION 5: Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the armed forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of this State in time of war or emergency, or pursuant to or in connection with the operation of any system of selective service. Employees having only temporary status who enter upon such active duty will be regarded as having resigned.

SECTION 6: A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), or one who wishes to engage in an appropriate course of job-related study, or for any reason considered valid by the Employer, may be granted a special leave of absence without pay by the Employer for a period not to exceed six (6) months. Said special leave may be extended for another period not to exceed six (6) months with the approval of the Employer. Any permanent employee desiring such special leave without pay shall submit his request in writing, stating the reasons why, in

his opinion, the request should be granted along with the anticipated date of his return to duty.

SECTION 7: An employee who is a member of the Union and who is lawfully elevated to an official full-time position in the parent Union, may be granted a leave of absence without pay to attend to his official duties for a period not to exceed one (1) year. Said unpaid leave may be renewed by the Employer for one additional year upon request.

SECTION 8: Employees returning from authorized leaves of absence as defined above will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or any other employee rights, privileges or benefits.

ARTICLE X - WORKERS COMPENSATION

Section 1. When an employee is injured on duty, he is to receive Workmen's Compensation due him plus the difference between the amount received as compensation and his salary during the period of temporary disability, to a maximum of forty-five (45) working days. Thereafter, in the event of continued temporary disability beyond the 45-day period the employee is to receive Workmen's Compensation or the balance of his salary during the period of temporary disability only; the difference may be charged against sick leave, provided such employee is entitled to sick leave and provided further that the employee signs a form authorizing the Employer to charge the time lost to sick leave.

ARTICLE XI - SENIORITY

SECTION 1. Seniroity is defined as,an employee's total length of service with the Employer, beginning with his original date of hire..

SECTION 2. An employee having broken service with the Employer (as distinguished from an authorized leave of absence) shall not accrue seniority credits for the time he was not employed by the Employer.

SECTION 3. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, scniority preference among such employees shall be determined by the order in which such employees are already shown on th Employer's payroll records first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's last name).

SECTION 4. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and rate of pay of each employee covered by this Agreement, and the Employer shall furnish copies of same to the Union upon reasonable request.

SECTION 5. Except where New Jersey Civil Service statutes provide otherwise, in cases of promotions, demotions, layoffs, recalls, vacation schedules or 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.

ARTICLE XII - HOLIDAYS

Section 1. The following days are recognized as paid holidays: New Years Day; Washington's Birthday; Lincoln's Birthday; Good Friday; Memorial Day; July 4th; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Christmas Day; General Election Day; Martin Luther King Day; and two personal days.

TWO PERSONAL

Section 2. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or after his vacation period. There shall only be one (1) day of celebration in the event that holidays are celebrated on a day other than the actual date of said holiday, and no additional pay shall be received because of the adjustment on the day of celebration.

Section 3. When the Board of Chosen Freeholders declare, by formal action, a day off for all County Employees, those who are required to work on that day shall be given a compensatory day at a later date. This provision has no applicability when holidays are granted pursuant to a contract with other representative associations or unions.

ARTICLE XIII - LONGEVITY

Section 1. Longevity payments will be made to the employees covered by this contract in accordance with the schedule outlined below. Said payments will be made not later than 5 working days after December 1st. in 1978 and 1979, in a separate check issued to eligible employees. In order to be eligible for longevity payments, employees must have permanent classified Civil Service status. Employees must also have a minimum of (5) years of continuous full time service in the years longevity is to be paid, regardless to when the employee's actual anniversary date falls, making him eligible for longevity.

4 - 6
5 years to 7 years - 2% of annual pay - \$600.00 Max.
6
7 years 1 day to 9 years - 3% of annual pay - \$800.00 Max.
10 years 1 day to 15 years - 5% of annual pay - \$1,000.00 Max.
15 years 1 day to 20 years - 6% of annual pay - \$1,200.00 Max.
20 years 1 day or more - 7% of annual pay - \$1,400.00 Max.

Section 2. Any employee retiring during the course of the year shall be entitled to longevity to be paid on a pro-rated basis.

ARTICLE XIV - DIFFERENTIAL PAY

SECTION 1. Employees permanently assigned to the 2nd shift (between 3 p.m. and midnight) will be compensated at an additional rate of 10 per cent times the hourly rate, provided such employee's regular work day is seven or more hours.

SECTION 2. Employees permanently assigned to the third shift (between 11 p.m. and 8 a.m.) shall be compensated at an additional rate of eight (8) per cent times the hourly rate, provided such employee's work day schedule is seven or more hours.

ARTICLE XV - VACATION

Section 1. Permanent full-time employees in the County service shall be entitled to the following annual vacation with pay:

a. Up to one year of service, one working day vacation for each month of service; after one year and up to ten years of service, thirteen working days vacation; after ten years and up to 15 years of service, 16 working days vacation; after 15 years of service and up to twenty 20 years of service, 18 working days vacation; after 20 years of service, 21 working days vacation.

b. Said employees shall have the right to take all vacations days that they would be entitled to for the year anytime during the year.

Section 2. Temporary full-time employees in the County Service shall be entitled to vacation leave to the same extent such leave is provided for full-time permanent employees, however temporary employees may use their vacation time as accrued or accrue same for full use only during the second half of the year.

Section 3. Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the schedule above. Employees on a daily, hourly or seasonal basis are not eligible for vacation leave.

Section 4. Where in any calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding year only.

Section 6. Any request for payment of vacation time accrued for the prior year must be made in writing by December 1st. of the current year or be lost.

ARTICLE XVI - STRIKES & LOCKOUTS

Section 1. In addition to any other restrictions 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 provision is made herein, and the Employer shall not cause a lockout.

Section 2. If either of the parties or if any person violates this section, then such parties or person shall be held responsible for any damages resulting as a consequence of said violation, and such damages may be recovered by appropriate action instituted in the County Court of Camden County or in the Superior Court, Law Division, Camden County.

ARTICLE XVII - SAFETY, HEALTH & HUMAN RELATIONS

Section 1. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health.

Section 2. The Employer and the Union shall designate three safety committee members for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee members 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. Said inspections shall be conducted during working hours with no loss of pay for periods not to exceed one hour per day, unless additional time is specifically requested and authorized by the Employer.

Section 3. The Employer and the Union shall designate three members each for the purpose of forming a committee to promote human relations. The committee shall meet periodically as is deemed necessary by the parties concerned.

ARTICLE XVIII - EQUAL TREATMENT

Section 1. The Employer agrees that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership, or union activities.

Section 2. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitable applied and enforced.

ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1. The management of operations and the direction and control of the property and work force shall remain with the Employer. The rights herein described shall include but not be limited to: The right to hire, promote, lay off, discharge for just cause, transfer temporarily in emergencies, make reasonable working rules and regulations of procedure and conduct, and determine work shifts; provided, however, that the exercise of these rights is to be consistent with the terms and conditions of this Agreement and is not to be used so as to discriminate any person by reason of union membership. All rights not expressly granted herein are reserved to the Employer.

Section 2. Any grievance or dispute arising between the parties with respect to the application, meaning or interpretation of the sections contained in the Agreement shall be settled in the following manner:

STEP 1. The aggrieved employee or the Union Shop Steward at the request of the employee shall take up the grievance or dispute with the Employee's immediate supervisor within 10 Working days of its occurrence. Failure to act within said 10-day period shall be deemed to constitute an abandonment of the grievance. The supervisor shall try to adjust the matter and shall respond to the employee or steward within three working days.

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HAVE TEN
DAYS TO PUT
IN GRIEVANCE

STEP 2. If the grievance has not been settled, it shall be presented to the superintendent or department head in writing by the Union Shop Steward (or grievance committee and employee) within five working days after the supervisor's response was due. The superintendent or department head shall meet with the Shop Steward (or grievance committee and employee) and respond in writing within three working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented by the Shop Steward (or grievance committee or employee) to the Camden County Labor Relations Committee, as established by the Board of Chosen Freeholders, in writing within five days after the response from the superintendent or department head is due. The Labor Relations Committee will meet within 30 days with the Shop Steward, grievance committee or employee and respond in writing to the appropriate party within seven working days after the meeting.

STEP 4: If the grievance remains unsettled, the representative may within fifteen working days after the reply of the Labor Relations Committee is due, by written notice to the Chairman of the Labor Relations Committee proceed to arbitration. A request for arbitration must be made no later than such fifteen-day period, and failure to file within said time will constitute a bar to such arbitration, unless otherwise agreed.

SECTION 3: Arbitration proceedings shall be conducted by an arbitrator who will be selected by the Employer and the Union within seven working days after notice has been given. If the parties fail to agree upon an arbitrator, the State Mediation Service will be requested by either or both parties to provide a panel of official arbitrators. Both the Employer and the Union shall strike alternative names alternately, and the remaining name shall be final and binding on the parties. The arbitrator shall be requested to issue his decision within 30 days after the conclusion of testimony and argument. The arbitrators decision shall be binding on both parties.

SECTION 4: With regard to subject matters that are not grievable, the advisory arbitration proceedings shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

SECTION 5: Expenses for the arbitrators service and the proceedings under either Section 3 or 4 shall be borne equally by the Employer and the Union. No employee shall be denied his compensation for his appearance as a witness in accordance with this Article. If either party desires a verbatim record of the proceedings, it may request that such a record be made, providing it pays for the record and makes copies available to the other party and the arbitrator.

SECTION 6: 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. Employees so designated by the Union will be permitted to confer with other unions, employees and with employer representative regarding matters of employee representation during working hours without loss of pay for periods not in excess of one (1) hour per day, unless additional time is authorized by the Employer.

SECTION 7: Agents of the Union, who are not employees of the Employer, may be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as such right is reasonably exercised and provided further that there is no undue interference with the Employer's work by such agents.

SECTION 8: The Employer and the Union further agree to give reasonable consideration to requests of either party for meetings to discuss grievances pending at any step.

ARTICLE XX - GENERAL PROVISIONS

Section 1. Bulletin Boards will be provided by the Employer at permanent work locations for the use of the Union, for the sole purpose of posting Union announcements and other information of non-controversial, non-political nature.

Section 2. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or by any other means, such decision of the court or such other determination shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to commence negotiation within 10 working days of such determination relative to the invalidated portion only.

Section 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 items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.

Section 4. The jurisdiction and authority of the Employer over matters not contained in this Agreement is expressly and impliedly reserved by the Employer.

Section 5. Employees who are covered by this Agreement shall perform duties and responsibilities outlined in the N.J. Department of Civil Service job specifications for their positions.

Section 6. Employees Physicals, This portion should be clearly explained following regulations by State and Federal authorities which would include Dietary on a six month basis, and the remainder of employees on a yearly basis with an option that the employee may receive his physical from the Hospital or use his private physician provided hospital policy is followed.

Section 7. Employee performance evaluation should be clearly designed using standards recognized by State and Federal Authorities. Evaluations are required on a yearly basis.

Section 8. For the purpose of section 2, it is understood and agreed by all parties that in all cases in which any provisions of this agreement is found to be inconsistent with or not in compliance with any law of the State of New Jersey or any regulation of any agency of the State of New Jersey, such provision shall be considered null and void, and said law or regulation shall be considered to be binding.

Section 9. Road Inspectors shall be reimbursed for the full cost of the business portion of automobile insurance upon written proof of the difference between the cost of the private personal rate of insurance and the business rate for insurance. All Road Inspectors are to submit their claim for the cost of business automobile insurance on the monthly expense voucher.



ARTICLE XX - GENERAL PROVISIONS cont.

Section 10. The employer agrees not to lay off any employees for budgetary reasons.

ARTICLE XIII - LONGEVITY

Section 1. Longevity payments will be made to the employees covered by this contract in accordance with the schedule outlined below. Said payments will be made not later than 5 working days after December 1st. in 1978 and 1979, in a separate check issued to eligible employees. In order to be eligible for longevity payments, employees must have permanent classified Civil Service status. Employees must also have a minimum of (5) years of continuous full time service in the years longevity is to be paid, regardless to when the employee's actual anniversary date falls, making him eligible for longevity.

5 years to 7 years - 2% of annual pay - \$600.00 Max.
7 years 1 day to 10 years- 3% of annual pay - \$800.00 Max.
10 years 1 day to 15 years- 5% of annual pay - \$1,000.00 Max.
15 years 1 day to 20 years- 6% of annual pay - \$1,200.00 Max.
20 years 1 day or more - 7% of annual pay - \$1,400.00 Max.

Section 2. Any employee retiring during the course of the year shall be entitled to longevity to be paid on a pro-rated basis.

ARTICLE XXI - TERMINATION

SECTION 1: This Agreement shall be effective and remain in full force and effect from January 1, 1978 through December 31, 1979. 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 that such notice is given, negotiations shall begin not 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.

SECTION 2: In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

ATTEST:

Edward W. Cichetta

CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS

BY: *Donald E. Harris*

ATTEST:

John P. Fleming

COUNCIL 71, AFSCME, AFL-CIO

BY: *Anderson E. King Sr.*

PRESIDENT - LOCAL 2301

David Chisk

PRESIDENT - LOCAL 2305

Vernon Moore

PRESIDENT - LOCAL 2307

Albert Sandford Jr.