

AGREEMENT
BETWEEN
CAPE MAY COUNTY
CAPE MAY COURT HOUSE, NEW JERSEY,
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES - LOCAL 3596
AFSCME DISTRICT COUNCIL 71, AFL-CIO

FOR THE PERIOD JULY 1, 1994 THROUGH JUNE 30, 1998

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PREAMBLE

This Agreement, entered into this 26th day of September 1995, by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey (hereinafter called the "County"), and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3596 AFFILIATED WITH DISTRICT COUNCIL 71, AFL-CIO, (hereinafter called the "Union"), represents the complete and final understanding on all the bargainable issues between the County and the Union.

ARTICLE ONE

PURPOSE

This Agreement is entered into in accordance with the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, 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 its employees; and to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the peoples of the County of Cape May and its employees and the County.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Resolutions of the County of Cape May and the Rules and Regulations of the various departments of the County of Cape May. Where any Resolution or Rule and Regulation, or part thereof, of the County or its various departments is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation, or part thereof.

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

executives, temporary employees, police, firefighters and supervisors within the meaning of the Act.

ARTICLE THREE

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To exercise all management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement;

2. 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 activities of its employees;

3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the County;

4. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause;

5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;

6. To determine the number of employees and the duties to be performed;

7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;

8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the County;

9. To relieve employees from duty because of lack of work, lack of funding, or legal cause;

10. To determine the amount of overtime to be worked;

11. To determine the methods, means and personnel by which its operations are to be conducted;

12. To determine the content of work assignments;

13. To exercise complete control and discretion over the organization and the technology of performing its work;

14. To subcontract for any existing or future service as determined necessary by the County, however, whenever the County contemplates contracting out any type of work, which will result in layoffs of employees it shall inform the Union of its intentions at least forty-five (45) days prior to the awarding of any contract.

During this time period the County shall meet with the Union and discuss the reasons for subcontracting;

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

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

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

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

D. The County agrees to review and discuss with representatives of the Union any managerial decisions affecting job

classifications or duty changes which may be created due to the New Jersey Department of Personnel Reclassification, prior to implementation or any other matter which may affect hours, wages or conditions of employment.

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

ARTICLE FOUR

DEFINITIONS

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

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

Temporary employee - means persons hired for a period of not more than six (6) months of employment in the aggregate during a twelve (12) month period.

Provisional appointment - means the appointment to a 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, provided however, the hours of employment must equal or exceed twenty (20) hours per week.

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

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

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

Effective upon the signing of this Agreement, terminations or suspensions for more than five (5) days of Park Commission employees may be processed under the grievance procedure herein

since Park Commission employees are not covered by the provisions of the New Jersey Department of Personnel.

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 fifty (50%) percent by State or Federal Grants.

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

ARTICLE FIVE

GRIEVANCE PROCEDURE

A. Purpose.

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

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

4. Where the problem involves an alleged violation of individual employment rights specified in the New Jersey Department of Personnel Law and/or Rules or Regulations for which a specific appeal to the New Jersey Department of Personnel is available the individual shall present his complaint to the New Jersey Department of Personnel, directly, in accordance with its rules.

5. Where the dispute involves the discipline of an employee, the following shall apply:

(a) Disciplinary matters where the penalty imposed on the employee is three (3) days suspension or less are not grievable or subject to appeal by an employee.

(b) Disciplinary matters where the penalty imposed on the employee is greater than a three (3) day suspension but not appealable to the New Jersey Department of Personnel because it is not greater than a five (5) day suspension shall be subject to the grievance procedure herein.

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

(d) Effective upon the signing of this Agreement, terminations or suspensions for more than five (5) days of Park

Commission employees may be processed under the grievance procedure herein since Park Commission employees are not covered by the provisions of the New Jersey Department of Personnel.

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 an action under the provisions hereof by submitting his grievance in writing within seven (7) working days after the occurrence upon a form provided by the Union and to the Shop Steward,, who in turn shall forthwith file one (1) copy with the County's Personnel Officer and one (1) copy with the immediate Supervisor of the aggrieved employee. 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 this grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with this grievance.

(b) The 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/her grievance to the Department Head (or his/her representative) within seven (7) working days following receipt by the employee of the written determination by 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 or her representative, shall render a written decision with ten (10) working days from his or her receipt of the grievance. Failure to render such written decision with the time period shall be deemed a denial of the grievance.

Step Three:

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

submit the grievance for binding arbitration, the following provisions shall apply:

(a) An arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

(b) The arbitrator shall be bound by the parameters of the grievance definition stated in ARTICLE FOUR of this Agreement.

(c) The decision of the arbitrator shall be final and binding upon the parties.

(d) The costs of the services of the arbitrator shall be borne equally by the County and the Union. The arbitrator shall set forth the findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing, unless otherwise agreed to by the parties.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this Agreement between the County and the Union shall be utilized for any dispute covered by the terms of this Agreement or affecting the employees covered hereunder, except for disciplinary matters.

C. Union Representation in Grievance Procedure.

1. The Shop Steward or the President of the Local or his/her designee may be present and participate in the grievance procedure at Step One.

2. The Staff Representative of the District Council or the President of the Local or his/her designee and the Shop Steward may participate in the grievance procedure at Step Two and at all steps subsequent thereto.

3. Any other union personnel (not employees of the County) deemed appropriate by the District Council may participate in the grievance procedure at Step Three and at all steps subsequent thereto.

4. The County agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant, by the local Union Representative as provided for above, and by any employee, whose attendance at such hearing is material and who participates at the hearing.

5. Whenever an employee in this unit is called into a meeting, conference or hearing, which has as its purpose the implementation or review of disciplinary action to be taken against the employee, the employee shall be notified in advance of the purpose of the meeting and shall have the right to have a Union representative present. Further, no employee shall be required by the County and/or its agents to submit to an investigatory interview unless the employee is afforded the opportunity of Union Representation. This means that the employee is expected to answer questions in connection with an

inquiry which may result in disciplinary action being taken against the employee. Nothing herein shall be construed to deprive the Employer, its Department Heads, and supervisors of the ability to conduct the routine and daily operations of the County's business.

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

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

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

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

Accordingly, the parties agree to create a Labor-Management Committee consisting of not more than three (3) representatives of each party which shall meet periodically but not less than once in each six (6) month period for the purpose of discussing issues which relate to employee performance and employee morale.

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

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

The parties' agreement to create this Labor-Management Committee is based upon their mutual understanding that it is experimental. Therefore, the County and/or the Union each reserve the right to discontinue the Labor-Management Committee if either party believes it is not promoting positive relations between the parties.

ARTICLE SIX

DISCIPLINARY ACTION

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

- (a) Oral Warning;
- (b) Written Warning;
- (c) Written Reprimand;

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

An employee who has been subject to a Minor Suspension Subject to Appeal (either a suspension for four (4) or five (5) days) may appeal such discipline through the Grievance Procedure. An employee who has been subject to discipline of a Major Suspension, Demotion or Dismissal shall present any appeal to the New Jersey Department of Personnel. No other forms of discipline shall be subject to appeal.

Effective upon the signing of this Agreement, the Dismissal or Major Suspension of Park Commission employees may be processed under the grievance procedure.

ARTICLE SEVEN

SENIORITY

A. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, Seniority shall be defined as continuous employment with the County from date of hire.

B. For purposes of promotions or demotion, Seniority shall be defined as length of service from the date of employee's Certification by the New Jersey Department of Personnel in his or her present title and for those employees who are not subject to the jurisdiction of the New Jersey Department of Personnel, seniority shall be defined as length of service from the date of the employee's appointment to his or her current title.

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

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

E. With the exception of employees employed in the County Parks who are not New Jersey Department of Personnel employees, the County shall utilize experience, ability, aptitude, qualification

and attendance, and the result of the New Jersey Department of Personnel examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

F. For employees employed in the County Parks, the County shall utilize experience, ability, aptitude, qualification and attendance, 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.

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

H. 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, the New Jersey Department of Personnel Test Notifications, and all other correspondence, notices or other materials forwarded to or received from the New Jersey Department of Personnel concerning job openings or opportunities within seventy-two (72) hours of receipt of transmittal of same.

I. Promotion opportunities within the bargaining unit will be posted by the County on all Bulletin Boards in the appropriate

department for a period of six (6) work days. During the posted period, an employee may bid for the position by filing a written notice with the Department Head and the Director of the Department of Human Resources.

ARTICLE EIGHT

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union decides to have its representative enter the County facilities or premises, it will request such permission from the appropriate County representatives, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of County government or normal duties of employees. There shall be no Union business transacted nor meeting held on County time. Subject to such Rules and Regulations as may presently be in effect or may hereafter be made by the County through its Director of Facilities and Services, the Union may request and the County agrees to provide facilities for the Union to conduct meetings during off-duty hours.

B. One Shop Steward may be appointed in each department, division or shift, whichever is applicable, to represent the Union in grievances and problems which might arise. The Union shall

furnish the Board of Chosen Freeholders with a list of Shop Stewards and Officers.

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

D. Upon fourteen (14) days written request to the County, members of the Union designated by the Union, may be given leave with pay to attend Union seminars, educational functions or conventions, not to exceed a combined total of thirty-six (36) days in each calendar year of this Contract. The days shall be taken in full work day increments by each designated employee. The request

will be approved by the County unless the absence of the employee will adversely effect the department's operations. Approval will not be unreasonably withheld. The Union will make every effort not to schedule their events during the period from Memorial Day through Labor Day. Any days not utilized in any calendar year shall not be carried over to the next year.

ARTICLE NINE

HOURS AND OVERTIME

A. Forty Hour Workers.

1. Roads and Bridges; Facilities and Services; Airport Maintenance.

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, Monday through Friday, inclusive. The time taken for meals shall be included in the day as part of the eight (8) hour day; such time shall normally be one (1) hour. In the event that the County determines the services of any employee are required during such employee's normal lunch hour, the lunch hour may be shortened. In the event that an employee's lunch hour is shortened, the employee shall be compensated for the time worked by an adjustment in pay or compensatory time off.

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 hour units, fractional portions being counted as a full half-hour. No payments shall be made for an initial period of less than 15 minutes.

c. An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The County reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per year. Such compensatory time shall be utilized in accordance with the provisions of Section C below.

2. County Parks; All Crest Haven Employees; County Jail; Bridge Tenders; Security Personnel; Youth Shelter; and 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 (5) days per week, which may be scheduled Monday through Sunday, inclusive.

The time taken for meals shall be included in the day as part of the eight (8) hour day; such time shall normally be one (1) hour. In the event that the County determines the services of any employee are required during such employee's normal lunch hour, the lunch hour may be shortened. In the event that an employee's lunch hour is shortened, the employee shall be compensated for the time worked by an adjustment in pay or compensatory time off.

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. Employees shall not be entitled to overtime compensation for work performed on Saturday or Sunday unless said work results in the employee's working in excess of eight (8) hours per day or forty (40) hours per week. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half-hour. No payments shall be made for an initial period of less than 15 minutes.

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

d. An employee who has earned overtime shall normally receive payment in cash together with his regular pay.

The County reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per year. Such compensatory time shall be utilized in accordance with the provisions of Section C below.

3. County Library.

a. For all County Library Employees, the basic work week shall be seven (7) hours per day, thirty-five (35) hours per week, five (5) days per week, which may be scheduled Sunday through Saturday, inclusive. The time taken for meals shall be included in the day as part of the eight (8) hour day; such time shall normally be one (1) hour but the time taken from meals shall not be utilized in computing the employee's hourly rate. In the event that the County determines the services of any employee are required during such employee's normal lunch hour, the lunch hour may be shortened. In the event that an employee's lunch hour is shortened, the employee shall be compensated for the time worked by an adjustment in pay or compensatory time off.

b. County Library Employees shall be compensated at the rate of one and one-half times the straight time rate for

all hours actually worked in excess of seven (7) hours per day or thirty-five (35) hours per week. These employees shall not be entitled to overtime compensation for work performed on Saturday or Sunday unless said work results in the employee's actually working in excess of seven (7) hours per day or thirty-five (35) hours per week. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half-hour. No payments shall be made for an initial period of less than 15 minutes.

c. An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The County reserves the right, at its discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per year. Such compensatory time shall be utilized in accordance with the provisions of Section C below.

B. All Other Employees.

1. For all other employees, the basic work week will be from 8:30 a.m. to 4:30 p.m., with one (1) hour for lunch, Monday through Friday. The County may elect to establish alternate work hours or flex time schedules. In the

event the County elects to establish alternate work hours or flex time schedules the County will discuss such schedules with the affected employees and will seek volunteers for assignments to such schedules. In the event no employee volunteers then the County may assign employees to the schedules with the least senior employees assigned first. Employees assigned to a new schedule will be given at least seven (7) days prior notice of the change of schedule except in emergency situations. The time taken for meals shall not be utilized in computing the employee's hourly rate.

2. All hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be compensated at the rate of one and one-half times the straight time rate. In the event a flex time work schedule has been established then overtime shall be paid only for those hours worked in excess of thirty five (35) hours per week. Overtime will be compensated in one-half hour units, fractional portions being counted as a full half-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 or compensatory time, at the discretion of the County, for the period exceeding eight (8) hours.

4. Further, the County will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per calendar year. Such compensatory time shall be utilized in accordance with the provisions of Section C below.

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

C. Use of Compensatory Time

Employees shall be permitted to use compensatory time within a reasonable period after making a request, unless the use of such time would be "unduly disruptive" to the department. Compensatory time must be utilized within the calendar year earned. In the event an employee has been unable to use compensatory time during the calendar year because such use has not been permitted by the County due to work requirements, then the employee shall be permitted to carryover and use such time during the first calendar quarter of the next succeeding calendar year. In the event an employee has failed to utilize the compensatory time during the calendar year because said employee has not requested to use time, then the County may direct the employee to take specific days off during the first calendar quarter of the next succeeding calendar year until

the previous year's compensatory time has been fully utilized. Prior to directing an employee to take a specific day(s) off, the County will confer with the employee and endeavor to determine mutually acceptable days off. If no mutually acceptable days off can be agreed upon the County shall direct the specific days off.

ARTICLE TEN

HOLIDAYS

A. The following holidays shall be recognized:

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

In the event Christmas Day falls on Thursday, the following Friday shall be an additional holiday hereunder.

B. Employees who are scheduled to 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 of one-half day at the above-prescribed rate.

In addition, employees who are scheduled to 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-TWO.

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. Personal leave days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the County upon prior request of the employee submitted to the Director of his or her department. Said request shall be granted, at the discretion of the Department Director, as long as the employee's absence can be granted without interference with the proper conduct of the department. Personal leave days shall not accumulate, but must be used in the calendar year. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) Personal Leave Day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves County service before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the County for paid Personal

Leave Days used in excess of his or her pro-rated entitlement. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May. Personal Leave Days will not be earned during the period of time while employee is on suspension, Leave of Absence with or without pay or on Special Leave of Absence for work related injury. Each four (4) months of absence during a calendar year due to suspension, Leave of Absence with or without pay or on Special Leave of Absence for work related injury shall result in the loss of one (1) personal day.

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

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

G. To be entitled to Holiday Pay, an employee must be present the last scheduled work day prior to the holiday and the

first scheduled work day after the holiday except for a bona fide authorized absence.

ARTICLE ELEVEN

VACATIONS

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

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

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. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the County. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves County service before end of

calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves County Government service shall be paid for unused earned vacation leave. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon the death of an employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension, Leave of Absence with or without pay or on Special Leave of Absence for work related injury.

D. Permanent 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 personal leave days that have been earned and used shall be included in computing the twenty-two (22) days referred to above.

E. If a department requires an advance request for vacation scheduling, the Department Head, upon receiving such request, shall respond in writing to the employee as to approval or disapproval

within a reasonable time. Once the approval is granted, the employer shall not have the right to revoke it unless special circumstances arise that require the presence at work of the employee.

ARTICLE TWELVE

HEALTH BENEFIT PROGRAM

1. The County will provide a Health Benefit Program which includes the following coverages:

A. A Hospitalization-Surgical Medical Benefit Plan subject to a One Hundred (\$100.00) Dollar Co-Payment which applies to each hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.

B. An unlimited maximum on Major Medical coverage after an initial \$200.00 individual Deductible/\$400.00. Aggregate Deductible with 80% Co-Insurance up to \$2,000.00. Effective January 1, 1996, the Co-Insurance maximum shall be increased from \$2,000.00 to \$2,500.00.

C. An eye care coverage plan for all employees and their dependents covered under this Agreement.

D. A Prescription Insurance Plan for all employees and their dependents with a \$5.00 Co-Pay with an alternate zero (0) Co-Pay for Generic Drugs. Effective January 1, 1996, the Prescription Insurance Plan for all employees and their dependents shall include an \$8.00 Co-Pay with an alternate zero (0) Co-Pay for Generic

Drugs. Further, effective January 1, 1996, employees shall be required to order prescriptions by mail where the prescriptions are repetitive maintenance medications which have been taken by the employee for sixty (60) days and have been designated as repetitive maintenance medications by the County. Mail order prescriptions shall include a \$12.00 Co-Pay with an alternate zero (0) Co-Pay for Generic Drugs for a ninety (90) day supply.

E. A disability coverage insurance plan with benefits of \$90.00 per week for a period of thirteen (13) weeks.

F. Life Insurance coverage for each employee in the amount of \$5,000.00.

G. A Full Family Dental Care Plan.

H. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty five (25) years of service with the County of Cape May until the death of the employee, including, where applicable, dependent coverage. Effective January 1, 1996, coverages provided to retiring employees shall be subject to the same provisions including but not limited to co-payments required from active employees.

2. On or about December 1, 1995, (and each December 1 of future years), the County shall inform employees of the County's Basic Standard Health Benefit Program and Alternate Choices to be provided and/or made available to employees during calendar year 1996 (and each successive calendar year in the future). If the

employee selects to be covered under the County's Basic Standard Health Benefit Program, then such plan will be provided to the employee and his/her dependents without charge. Effective January 1, 1996, in the event an employee selects an Alternate Choice Plan, then in such event the employee shall pay \$20.00 per month for individual only coverage and \$30.00 per month for individual/dependent coverage. Payment for such charges shall be by way of payroll deduction and each employee must sign any necessary payroll authorization form in order to effectuate coverage under an Alternate Choice Plan.

3. Employees who can certify other health care coverages through a spouse's employment may elect to opt-out of coverage and receive a payment of \$1,000.00 per annum pro-rated for the period of time each calendar year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1st of each year.

4. In the event a husband and a wife are both employed by the County, Health Care Insurance Coverages provided hereunder shall be afforded to only one designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of \$1,000.00 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminated employment, or should the marriage be dissolved by

divorce, the non-designated spouse shall once again become covered and the \$1,000.00 payment shall be pro-rated.

5. Employees who do not work a minimum of twenty (20) hours per week shall not be covered by the County's Health Benefit Program set forth above.

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

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

ARTICLE THIRTEEN

SICK LEAVE

A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of necessary attendance upon a member of his immediate family

seriously ill and requiring the care of such employee. For the purpose of these rules, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

B. Amount of Sick Leave.

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year-to-year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid sick days used in excess of his or her pro-rated and accumulated entitlement. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May.

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

C. Reporting of Absence of Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his department head or supervisor shall be notified no later than thirty (30) minutes prior to the employee's normal starting time. Each employee at the Crest Haven Nursing Home on shift work shall provide the required notice prior to commencement of his or her shift in accordance with procedures promulgated by Crest Haven. Each employee at Fare Free Transportation shall provide the required notice as soon as possible (including the prior evening) but at least one (1) hour prior to the commencement of his/her shift.

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

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

D. Verification of Sick Leave.

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

1. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the County and thereafter may be required to submit acceptable

medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

2. The County may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. The County Administrator may adopt such other sick leave verification procedures that are reasonable and which the County deems appropriate.

(b) 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.

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

E. Sick Leave Payment at Retirement.

At retirement, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of Twelve Thousand (\$12,000.00) Dollars.

F. Part-Time Sick Leave.

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

ARTICLE FOURTEEN

WORKER'S COMPENSATION/INJURY LEAVE

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

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

(a) Injuries or illnesses which would not have occurred but for a specific work-related accident or condition of employment are compensable.

(b) Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.

(c) Illnesses which are generally not caused by a specific work-related accident or condition of employment, are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work related.

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

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

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

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

(b) An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between work stations.

3. For the injury to be compensable, it must occur during normal work hours or approved overtime.

(a) Injuries which occur during normal commutation between home and the work station or home and a field assignment are not compensable.

(b) Injuries which occur during lunch or break periods are not compensable. However, employees who are required by the County to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

4. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within five (5) days or as soon as possible thereafter. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness.

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

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

Any employee on injury leave resulting from injury while on County work, shall continue to accrue sick leave credits while he or she remains on the payroll.

5. The County may, in its discretion and at its sole option, require or permit an employee who is off on Worker's Compensation leave to perform "light duty" if the County determines it is available.

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

(a) First twenty (20) work days during which Worker's Compensation benefits are paid - one hundred (100%) percent of employee's base wages.

(b) Next thirty (30) work days during which Worker's Compensation benefits are paid - ninety (90%) percent of employee's base wages.

(c) Next thirty (30) work days during which Worker's Compensation benefits are paid - eighty (80%) percent of employee's base wages.

(d) Thereafter, such amounts as are payable under the Worker's Compensation Law of New Jersey.

Payments provided in subsections (a), (b), and (c) are total payments and are not in addition to payments made pursuant to the Worker's Compensation Law.

ARTICLE FIFTEEN

SALARIES AND COMPENSATION

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

Effective July 1, 1994, the County Wage Guide shall no longer be in effect.

July 8, 1994

Effective July 8, 1994, each employee's annual base salary as of June 30, 1994 shall be increased by Seven Hundred (\$700.00) Dollars.

June 23, 1995

Effective June 23, 1995, each employee's annual salary as of June 22, 1995 shall be increased by three and one-quarter (3.25%) percent.

June 21, 1996

Effective June 21, 1996, each employee's annual base salary as of June 20, 1996 shall be increased by three and one-half (3.5%) percent.

June 20, 1997

Effective June 20, 1997, each employee's annual base salary as of June 19, 1997 shall be increased by three and one-half (3.5%) percent.

Wage increases shall only apply to employees covered by this contract on date of execution. Any employee who has terminated County service prior to execution of the Agreement is not entitled to any benefits under this Agreement, including but not limited to salary increases or retroactive pay thereafter unless said termination resulted from an involuntary County directed layoff or a voluntary retirement of a County employee who is eligible to receive retirement benefits under the rules of the Public Employment Retirement System (PERS).

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

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

Effective January 1, 1995	\$12,000.00
Effective January 1, 1996	13,000.00
Effective January 1, 1997	14,000.00

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

B. County salaries are paid on hourly basis, therefore, the hourly wage rate for each employee shall be determined by dividing the annual salary of each employee by the total number of hours worked. The hours worked shall be determined by multiplying the total number of working days in a calendar year by the number of hours worked by an employee in a day based on the employee's normal scheduled hours.

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

D. In order to be entitled to the wage increases granted hereunder, employees must be employed at least six months prior to any wage increases granted under this contract. Employees employed for less than six months prior to the occurrence of any wage increase granted under this contract will not receive an increase until the next succeeding wage increase.

E. 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. This minimum call-in pay does not apply when work extends into the regular work hours. Under such circumstances, employees are paid for the actual time worked prior

to their regular starting time and then for all regular hours worked.

F. An employee called at home and asked to perform emergency work will proceed to his reporting center. The employee will receive Two (\$2.00) Dollars personal car allowance for each completed emergency call in addition to the pay for the emergency work. This personal car allowance for emergency work shall not apply when work extends into the employee's regular work hours.

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

to May 15 of that year as provided above, and employee may elect to take cash in place of this compensatory time off.

ARTICLE SIXTEEN

FUNERAL LEAVE

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

Up to a maximum of three (3) days for the death of: husband, wife, father, mother, grandfather, grandmother, son, daughter, sister, brother, grandchildren, and step-parent and step-child who reside in the employee's residence.

One (1) day, if necessary, for the death of: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

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

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

ARTICLE SEVENTEEN

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 principals, they perform work in a title having a higher rate of pay for a period in excess of three (3) consecutive full days or three (3) full days during any pay period.

In such event the employee shall be paid for hours involved at the minimum salary in the new range but in no event less than his current salary. Effective the first full pay period following execution of this agreement, the employee shall be paid for hours involved at his current salary increased by Five (5%) Percent

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 New Jersey Department of Personnel Job Description for the higher title will be the basic criteria used.

ARTICLE EIGHTEEN

LONGEVITY

A. The following longevity plan shall be maintained by the County for employees who were employed prior to August 13, 1985. The longevity plan is based upon employee's length of continuous and uninterrupted service with the County:

1. Five (5) years of service -- 2 percent longevity based upon employee's base salary.
2. Ten (10) years of service -- 4 percent.
3. Fifteen (15) years of service -- 6 percent.
4. Twenty (20) years of service -- 8 percent.
5. Twenty-five (25) years or more of service -- 10 percent.
6. Thirty (30) years or more of service -- 12 percent.
7. Forty (40) years or more of service -- 14 percent.

B. 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 date of hire occurs.

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

ARTICLE NINETEEN

SHIFT DIFFERENTIAL

During the tenure of this agreement, there shall be no shift differential provided in any departments covered by this agreement. Registered Nurses with the title "Head Nurse" shall receive an additional allowance of Ten (\$10.00) Dollars per tour when assigned as "In Charge Nurse" at Crest Haven. Effective the first full pay period after execution of this Agreement, Registered Nurses with the title "Head Nurse" shall receive an additional allowance of Twenty (\$20.00) Dollars per tour when assigned as "In Charge Nurse" at Crest Haven.

ARTICLE TWENTY

UNIFORMS

A. Uniforms will be provided during the year to those employees who are required by the County to wear the given

uniforms. At present, the County provides uniforms to employees in the following Departments: Parks, Road, Bridge, Security Guards, Facilities and Services, Sheriff's Kitchen, Fare-Free Transportation, Crest Haven Maintenance/Housekeeping, and to Communication Operators in the County Jail. The uniforms supplied by the County consist of uniform shirts and pants only.

The County will see that each employee is properly measured for the said uniforms. The County has agreed to supply to the employees referenced above who are required by the County to wear uniforms, a minimum of two (2) summer uniforms and two (2) winter uniforms annually. Employees supplied with uniforms shall be subject to discipline for their failure to maintain the uniforms in neat and clean condition and for their failure to wear said uniform so long as the employees receive said uniform.

B. In lieu of being supplied with uniforms, all Crest Haven nursing employees and Public Health Nurses shall receive annual clothing reimbursement of a maximum of Two Hundred Five (\$205.00) Dollars.

Effective January 1, 1996, Crest Haven Maintenance/Housekeeping employees shall also receive the annual clothing allowance. Effective January 1, 1996, the annual clothing allowance shall be increased to Two Hundred Twenty Five (\$225.00) Dollars. Payment of one-half of the clothing allowance will be payable for the period January 1 through June 30 on the second pay in July. The remaining one-half for the period July 1 through

December 31 will be payable on the first pay in December. All payments for new employees will be pro-rated. An employee's date of hire must be on or before the 1st day of the month in order to be eligible for payment for the month of hire. No employee shall receive credit toward payment of a clothing allowance for any period covered by a leave of absence. In the event an employee terminates employment during the calendar year, the employee shall be charged back for any unearned uniform allowance on a pro-rated basis.

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

ARTICLE TWENTY-ONE

BULLETIN BOARDS

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

placed immediately adjacent to the time clocks for the respective departments.

ARTICLE TWENTY-TWO

WORK RULES

It is acknowledged that the County may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement. If it is alleged that any such rule and regulation is contrary to this Agreement then the Union may grieve with reference to same within seven (7) working days after the same are posted or disseminated and/or copy sent to the Union.

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

Copies of all departmental work rules or modifications shall be supplied to each departmental steward.

ARTICLE TWENTY-THREE

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the 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 New Jersey Department of Personnel Regulations.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County.

D. Nothing contained in this agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE TWENTY-FOUR

NON-DISCRIMINATION

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

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

C. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any of the employees covered under this agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are not members of the union.

ARTICLE TWENTY-FIVE

DEDUCTIONS FROM SALARY

A. The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the American Federation of State County and Municipal Employees - AFL-CIO-AFSCME Council 71, so long as that Union shall be the duly certified bargaining representative of the employees hereunder. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.C.S.A. (R.S.) 52:14-15, 94 as amended, and members shall be eligible to withdraw such authority during July of each year.

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

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

D. If during the life of this agreement there shall be any change in the rate of membership dues, the Union shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish to the County official

notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

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

F. In addition, to the Check-Off Dues Deduction provided for above, pursuant to Assembly Bill #688, enacted into law on or about February 28, 1980, effective the first full pay period following issuance by the County of retroactive pay due hereunder the County agrees to deduct from the salaries of its employees subject to this Agreement but not members of the Union a representative fee in lieu of dues for services rendered by the majority representative, in an amount equal to eighty-five (85%) percent of the regular membership dues, fees and assessments paid by the members of the Union, less the cost of benefits financed through the dues and assessments and available to and 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. 53:14-15.9(e)), as amended. Said monies, together with records of any corrections shall be transmitted to the Union Office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

G. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms

of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards submitted by the Union to the County or resulting from the County's deduction and payment to the Union of its representation fee in lieu of dues as provided for above.

H. In the monthly report to the Union office specified in Paragraph A above, the County shall provide, inter alia, the 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 TWENTY-SIX

LEAVES OF ABSENCES

PREGNANCY - DISABILITY (MATERNITY LEAVE)

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

B. Pregnancy - Permanent employees who request leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as those applicable to such employees for sick leave or leave without pay. Request for such leave must be made by the employee in writing to the County.

C. The County may request acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.

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

LEAVES OF ABSENCE WITHOUT PAY - GENERAL

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

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

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

MILITARY LEAVE

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

EMPLOYMENT DURING LEAVE PERIOD

Employees may not be gainfully employed during the period of such leaves. Falsification of the reason for leave, or failure to return promptly at the expiration of a leave shall be considered

reason for summary judgement. Leaves shall be granted or denied in writing.

MEDICAL/FAMILY LEAVE

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

Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month period. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child, or parent-in-law.

The circumstances under which leave may be taken vary depending on the type of leave requested and the County will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute.

The County will issue a County Family Leave Policy in accordance with this Article.

5.

ARTICLE TWENTY-SEVEN

SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE TWENTY-EIGHT

FULLY BARGAINED PROVISIONS

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

TERM AND RENEWAL

This agreement shall be in full force and effect as of July 1, 1994 to June 30, 1998. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the

other gives notice, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

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

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

By: John P. Henning

By: William E. Sturm
William Sturm, Director

By: _____

Attest: Gene J. Stuey

Attest: Diane E. Rudolph
Diane E. Rudolph, Clerk
of the Board