

THIS DOES NOT
CIRCULATE

AGREEMENT

01-00

This agreement made as of the 19th day of July 1979
by and between the County of Atlantic, (herein called the County) and LOCAL 331,
I.B.T. (herein called the Union).

This agreement has as it's purpose:

- the harmonious relation between the County and the Union
- the establishment of an equitable and peaceful procedure for
the resolution of differences
- the establishment of rates of pay, hours of work and all conditions
of employment

Whereas, the parties hereto have entered into collective negotiations and
desire to reduce the results thereof to writing,

Now, therefore, it is mutually agreed as follows:

LIBRARY
Institute of Management and
Labor Relations

JUL 20 1979

RUTGERS UNIVERSITY

11/1/79 - 12/31/80

INDEX

10/20/2016

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PREAMBLE

The COUNTY and the UNION enter into this Agreement with the expectation that its implementation will enhance the ability of the COUNTY to serve its constituents.

The parties recognize that it is the responsibility of the COUNTY to provide the highest quality public services to its residents. In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of professional ethics and responsibilities.

ARTICLE 1

RECOGNITION AND DEFINITION OF TERMS

- A. The County hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for those employees covered by this Agreement as defined and identified in Appendix "A".

The employer (County) and the Union recognize the rights and obligations of the parties to negotiate wages, hours and all terms and conditions of employment and to administer this Agreement on behalf of covered employees.

B. Definition of Terms

Unless otherwise indicated, the following when used herein shall mean:

- (1) "employees" refers to employees in the certified negotiating unit described in "A" 1.
- (2) "Local UNION" refers to the constituent local of the UNION at various job sites.
- (3) "management" refers to employees with supervisory responsibility.
- (4) "authorized representative" refers to UNION and COUNTY employees who are authorized by way of position and/or delegation, to insure correct and proper implementation of terms agreed to herein.
- (5) "shift" shall mean any normal, standard tour of duty as described herein.

ARTICLE II

DUES CHECKOFF

- A. The County agrees to deduct the Union monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the County by I.B.T. Local #331 together with a list of the names of all employees for whom the deductions were made following each pay period.

- B. The employer agrees to an agency shop provision in the event that such provision is adopted by the Legislature of the State of New Jersey and enacted into law.

- C. If an employee's authorized dues are for some reason not being properly deducted, the Union will contact the Division of Personnel, giving the employee's name, social security number, job title and local affiliation. The Personnel Director will take subsequent action to correct the situation.

- D. In the event an employee wishes to withdraw from the bargaining unit, the employer will honor such withdrawal only during such period (s) as prescribed by law. A letter shall be forwarded to the employer annually, identifying appropriate withdrawal dates, as per statute.

ARTICLE III

NON-DISCRIMINATION

The COUNTY and the UNION agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation/activity, private conduct or union activity which is permissible under law.

ARTICLE IV
UNION RIGHTS

- A. Agents of the Union who are not employees of the Employer or who are employees of the County, shall be permitted to visit job sites and work locations for the purpose of discussing Union matters so long as such visitations do not interfere with the general operation of the employer. The Union shall furnish the names of all such agents to the employer upon the specific written request of the employer.
- B. The Union shall have the right to post Union notices on available bulletin boards used for general purposes and/or those normally used to post notices to employees.
- C. Whenever any representative of the Union or any employee is scheduled by the parties during working hours to participate in negotiations, and grievance proceedings, such employees shall suffer no loss in pay or benefits.

ARTICLE V

MANAGEMENT RIGHTS

- A. The County retains and reserves unto themselves all rights, powers, duties, authority and responsibilities conferred upon them by the laws and constitution of the State of New Jersey and the United States of America.
- B. All such rights, powers, authority and prerogatives of management possessed by the County are retained, except as they are specifically abridged or modified in this Agreement, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relation Act, as amended.
- C. The County retains its responsibility to promulgate and enforce rules and regulations, subject to limitation as may be imposed by New Jersey Public Employer-Employee Relation Act, as amended, governing the conduct and activities of employees and which are not inconsistent with the express provisions of this Agreement.
- D. It is the right of the County to:
 - (1) determine the standards of selection for employment according to Civil Service;
 - (2) direct its employees;
 - (3) maintain the efficiency of its operations;
 - (4) take all necessary actions to carry out its mission in emergencies; emergencies to be construed as Acts of God;

ARTICLE V

MANAGEMENT RIGHTS

(CONTINUED)

- (5) exercise complete control and discretion over its organization and the technology of performing its work;
- (6) schedule employee work hours, pursuant to the terms of this Agreement.

E. It is understood and agreed that the Employer (County), at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the Employer (County), except as modified by this Agreement.

Matters of inherent managerial policy are reserved exclusively to the Employer (County). These include but shall not be limited to such areas of discretion or policy as the functions and programs of the Employer (County) (standards of service, its overall budget, utilization of technology, the organizational structure and selection and utilization of personnel).

F. DISCIPLINE

- (1) Disciplinary action shall be imposed upon an employee only for

ARTICLE V

MANAGEMENT RIGHTS

(CONTINUED)

failing to fulfill his/her responsibilities pursuant to their approved Civil Service Job Description, and he/she will be held accountable for work performed while on duty. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. The employer shall furnish to each employee a copy of their approved Civil Service Job Description on August 1, 1979.

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

- (3) The County shall not discharge an employee without just cause. An employee may be discharged if such employee is jeopardizing the health and safety of other employees. If any discharge takes place, the employee shall be notified pursuant to Civil Service Regulations and the employee shall have the right to invoke the grievance procedure.

ARTICLE VI

GRIEVANCE PROCEDURE

A. PURPOSE

The parties agree that it is in the best interest of employee and management that all Grievances should be resolved promptly and equitably. To this end relevant and necessary information, materials and documents concerning any Grievance shall be provided by the UNION and the COUNTY upon written request to the other.

1. The following procedure which may be initiated by an employee and/or the UNION acting as his/her representative shall be the sole and exclusive means of seeking adjustment and settling Grievances.
2. Whenever any representative of the UNION, or any employee, is scheduled by the parties during his/her working hours to participate in Grievance procedures, such employees shall suffer no loss in pay or benefits.

ARTICLE VI

GRIEVANCE PROCEDURE

(CONTINUED)

B. DEFINITION OF GRIEVANCE

A grievance is an allegation by an employee or the UNION that there has been:

1. A breach, misinterpretation or improper application of terms of this Agreement (Contractual)

or

2. An arbitrary or discriminatory application of or failure to act pursuant to, the policies of the County of Atlantic, related to terms and conditions of employment. (Non-Contractual)

C. PRELIMINARY INFORMAL PROCEDURE

An employee may orally present and discuss a Grievance with his/her immediate supervisor on an informal basis. At the employee's option, he/she may request the presence of a UNION representative.

Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

ARTICLE VI

GRIEVANCE PROCEDURE

(CONTINUED)

D. FORMAL STEPS

1. Step One

The grievant employee, through the Union steward, shall take up the grievance or the dispute with the employee's Division Director or authorized County representative within 10 working days of its occurrence. Upon proper presentation of the grievance, the Division Director or authorized representative shall then attempt to adjust the matter and shall respond to the Union steward within (3) three working days. Failure to act within said 10 working days, shall be deemed to constitute an abandonment of the grievance.

2. Step Two

If the grievance has not been settled, it shall be presented in writing by the Union steward or Union grievance committee to the employee's Department Head within (5) five working days after the response of the Division Director or authorized representative is due.

ARTICLE VI

GRIEVANCE PROCEDURE

(CONTINUED)

2. Step Two (Continued)

The Department Head shall meet with the union steward or the union grievance committee and respond in writing within (5) five working days.

3. Step Three

If the grievance still remains unsettled, the union steward or union grievance committee may within (15) fifteen working days, forward the grievance to the County Executive or his authorized representative. If the grievance is not resolved after the response from the County Executive or authorized representative within (5) five working days, the grievance, at the written request of the union, will proceed to arbitration. A request for arbitration shall be made no later than (15) fifteen days and a failure to file within said time period shall constitute a bar to such arbitration unless the union and the county mutually agree in writing upon a longer time period within which to adjust such a demand.

ARTICLE VI

GRIEVANCE PROCEDURE

(CONTINUED)

E. ARBITRATION

With regard to subject matters that are grievable, the arbitration procedures shall be conducted by an arbitrator to be selected by the employer and the union within (7) seven working days after notice has been given. Should this method prove fruitless, the parties will resort to the Public Employment Relations Commission for selection of an arbitrator.

F. Stewards or union officials may spend a reasonable amount of time to investigate and process formal grievances without loss of pay or benefits of any kind. Union officials or stewards when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward or union official will be immediately informed when time will be made available.

ARTICLE VI

GRIEVANCE PROCEDURE

(CONTINUED)

Upon entering a work location, the steward shall inform the supervisor of the nature of his business. Permission to leave the job will be promptly granted to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward or union official will be immediately informed when the employee will be made available.

- G. Dismissal grievances will automatically be processed to the third step of the grievance procedure and will include the provision of a hearing.

ARTICLE VII

HOLIDAYS

(CONTINUED)

If a holiday is observed while a full-time employee is on paid annual leave status, he/she will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave, and is absent the day preceding or the day following a scheduled holiday, the employee, in order to be compensated for the holiday, must utilize an accrued sick day, in lieu of holiday pay.

If a permanent full-time employee works on any of the scheduled holidays set forth in the Agreement, he/she shall be compensated at 1 1/2 times hourly rate for all hours worked on a holiday up to a full shift, in addition to straight time for the shift (i.e., for a holiday worked - the employee will earn a total of 2 1/2 times his/her regular rate up to a full shift). Hours worked in addition to a full shift, will be paid at 1 1/2 times hourly rate.

HOLIDAYS

The following days shall be recognized as holidays:

- (1) NEW YEARS DAY
- (2) MARTIN LUTHER KING'S BIRTHDAY
- (3) WASHINGTON'S BIRTHDAY
- (4) LINCOLN'S BIRTHDAY
- (5) GOOD FRIDAY
- (6) MEMORIAL DAY
- (7) FOURTH OF JULY
- (8) LABOR DAY
- (9) COLUMBUS DAY
- (10) VETERAN'S DAY
- (11) THANKSGIVING DAY
- (12) CHRISTMAS DAY
- (13) GENERAL ELECTION DAY

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day that the holiday occurs. In a continuous shift operation, the employee will have the option of either being paid for the recognized holiday or be given a compensatory day off, provided such compensatory day is taken within twenty-one (21) days after the recognized holiday, upon written request and approval of the department head or their authorized representative. The employer will recognize any additional days declared as holidays by the Governor or County Executive.

ARTICLE VIII

VACATIONS

All full-time County employees, except seasonal employees, shall be entitled to the following annual vacation with pay as accrued:

0 - 1 year	1 day per month
After one (1) year and up to (8) eight years	12 days (1 day per month)
Eight (8) years up to seventeen (17) years	15 days (1¼ days per month)
Seventeen (17) years and over	20 days (1 2/3 days per month)

In addition, effective January 1, 1979, employees currently on payroll shall be entitled to one (1) personal day per year during each contract year.

IN ADDITION, EFFECTIVE JANUARY 1, 1980, VACATION TIME SHALL BE ADVANCED ON THE FOLLOWING BASIS:

SERVICE

0 - 1 year	As earned; advancement with discretion of the Department Head
1 - 5 years	50% allocated January 1st each year 50% allocated July 1st each year
6 years plus	100% allocated on January 1st each year

ARTICLE VIII

VACATIONS

(CONTINUED)

Part-time employees shall accrue vacation on a pro-rata basis.

Vacation pay shall be paid at the employee's regular straight time rate per their job classification.

Vacations shall be scheduled and granted for periods of time requested by the employee subject to managements' responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at a given time, the employee with the greatest seniority (as it relates to total years of service with the employer) shall be given his/her choice of vacation periods.

If a holiday occurs during the work week in which vacation is taken by an employee, the day shall not be charged to annual leave.

An employee who becomes ill during his/her vacation, will not be charged VACATION leave, rather SICK LEAVE for the period of illness provided he/she furnishes satisfactory proof of such illness to the employer (County) upon his/her return to work.

ARTICLE VIII

VACATIONS

(CONTINUED)

If an employee is requested to return to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year, due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

Any employee separated from the service of the employer (County) for any reason prior to taking his/her vacation shall be compensated in a lump-sum for the unused vacation he/she has accumulated up to the time of separation AT THEIR CURRENT RATE OF PAY.

ARTICLE IX

SICK LEAVE

Permanent employees shall be entitled to the following sick leave with pay as accrued:

One working day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31st next, of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis on one and one-quarter (1 1/4) working days per month. If any permanent 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/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

IN ADDITION, EFFECTIVE JANUARY 1, 1980, SICK TIME SHALL BE ADVANCED ON THE FOLLOWING BASIS:

0 - one year	As earned; advancement with discretion of the Department Head
One to five years	50% allocated January 1st each year 50% allocated July 1st each year
Six years plus	100% allocated on January 1st each year

ARTICLE IX

SICK LEAVE

(CONTINUED)

Sick leave for purposes herein defined means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious diseases, and a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of the employee. An employee shall not be reimbursed for accrued sick leave at the time of resignation or termination of his/her employment.

HOWEVER, COMMENCING JANUARY 1, 1980, RETIRING COUNTY EMPLOYEES SHALL BE REIMBURSED AT A RATE OF 50% OF ACCRUED SICK LEAVE, UP TO A MAXIMUM OF \$12,000.00.

If an employee is absent for five (5) consecutive working days, for any of the reasons set forth in the above, the employer (County) shall require acceptable evidence. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate provided to the County. If a pattern of sick days evolves for any particular employee, the County may likewise require acceptable evidence.

ARTICLE IX

SICK LEAVE

(CONTINUED)

An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave set forth above, shall notify his/her immediate supervisor, by telephone or personal message within one hour after the beginning time of the employee's scheduled work day. Those employees in 24 hour operations shall notify their immediate supervisor by telephone or personal message, one hour prior to the start of the scheduled shift, and no later than 15 minutes after the scheduled shift commences. If not done, he/she shall be considered absent without pay.

Days lost due to injury or illness arising from or caused by County employment for which the employee has a claim for Worker's Compensation, shall not be charged to sick leave.

Once each year on or before January 16th, the Union shall be notified of the number of unused sick days and vacation days to the credit of each union represented employee.

Temporary employees working for the County shall be entitled to the following sick leave with pay as accrued:

- (1) One working day's sick leave with pay for each month served per year during such temporary full-time employment.
- (2) Employees on a daily, or seasonal basis are not eligible for sick leave.

ARTICLE X
LEAVES OF ABSENCE

Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except for Military Leave. However, the employee shall be entitled upon his/her return from leave of absence without pay, to all service credits earned up to the date his/her leave commenced.

Leaves of absence for employees may be granted as provided in Civil Service Statutes and rules and regulations except as otherwise noted herein.

A permanent employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness or return to service, for any reason considered valid by the Department Head and the appointing authority, desires to secure leave from regular duties may, with the approval of the Department Head and the employer (County), be granted a special leave of absence without pay for a period not to exceed six (6) months which may be extended for an additional six months with Department Head and Appointing Authority approval.

ARTICLE X

LEAVE OF ABSENCE

(CONTINUED)

Any employee seeking such special leave without pay shall submit his/her request, in writing, stating the reasons why the request should be granted, the date when he/she desires the leave to begin, and the probable return date to duty.

Any employee who is a member of the Union and is legally elevated to an official full time position in the parent Union shall be granted a leave of absence without pay, to attend his/her official duties, for a period not exceeding one year, which period may be renewed for an additional year upon appropriate request and approval.

A. Military Leave

Any permanent 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 field training, shall 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 the official notice prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.

ARTICLE X

LEAVES OF ABSENCE

(CONTINUED)

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 the U.S. in time of war or emergency or pursuant to or in connection with the operation with any system or selective service. Employees having only temporary status who enter or active duty with the Armed Forces of the United States shall be regarded as having resigned.

B. Maternity Leave

Employees shall be eligible for maternity leave.

All permanent employees of the County who become pregnant shall be granted childbirth (maternity) leave upon request as follows:

An employee shall submit written notification to her immediate supervisor stating the anticipated duration of the leave of absence at least two weeks in advance, if circumstances permit. Such leaves shall be granted for a period of time not to exceed six (6) months. Upon the request of the employee and at the discretion of the Department Head, maternity leaves may be extended or renewed for a period not to exceed six (6) months. In

ARTICLE X
LEAVES OF ABSENCE
(CONTINUED)

B. Maternity Leave (continued)

no case shall the total amount of leave exceed (12) twelve months.

In no case shall the employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position. Such determination shall be made by her physician.

While an employee is on maternity leave, the duties of her position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a temporary employee.

Every employee has the right to return to the SAME POSITION in the same classification she held before going on maternity leave.

Upon return from maternity leave, an employee shall retain all seniority and pension rights that had accrued up to the time of her leave, but these rights SHALL NOT accrue during the approved maternity leave without pay.

An employee who is on maternity leave without pay is entitled to use accrued sick leave for the period that she is unable to work as certified by a physician, and all accrued annual leave. All other periods of leave related to maternity leave shall be leave without

ARTICLE X

LEAVES OF ABSENCE

(CONTINUED)

B. Maternity Leave (continued)

pay. Unused sick and vacation leave shall be carried over until her return. An employee shall not earn annual and sick leave while she is on maternity leave without pay.

C. Bereavement Leave

A leave of absence with pay, up to three days (3), shall be granted to a permanent employee desiring such leave because of a death in the immediate family as hereinafter defined:

- (1) Mother or Father
- (2) Mother-in-Law or Father-in-Law
- (3) Brother or Sister
- (4) Spouse
- (5) Children of Employee or Step-Children
- (6) Grandmother or Grandfather

In the event that death and/or interment occurs outside a 100 mile radius of Atlantic County, the employee will be granted an additional one (1) day without loss of pay as travel time.

ARTICLE X

LEAVES OF ABSENCE

D. JURY DUTY

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

E. ABSENCE WITHOUT LEAVE

NJCS 4:1 - 17.23

- (1) . Any unauthorized absence of an employee from duty shall be an Absence Without Leave and is cause for disciplinary action.

- (2) Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be an unauthorized absence and may be cause for disciplinary action.

ARTICLE XI

HOURS OF WORK

The work week shall consist of five consecutive work days, Monday through Friday from 7:30 A.M. to 4:00 P.M. in a pre-established work schedule except for those employees that are on a continuous shift and a seven-day-a-week operation. The work shift shall consist of eight (8) work hours (or seven (7) work hours for 35 hour employees), with a pre-established meal schedule.

There shall be no rotating of shifts during the term of this Agreement without the express written consent of the Union.

ARTICLE XII

OVERTIME

The employer shall assign overtime in accordance with seniority. The most senior employee shall be given the opportunity to work overtime first. The employer shall maintain a list of all overtime worked and by whom, and such a list shall be made available to the Union for inspection upon request. Overtime shall not be mandatory.

One and one-half the employee's hourly rate of pay shall be paid for overtime worked under the following conditions:

- A. All work performed in excess of eight (8) hours per day
- B. All work performed in excess of 40 hours per week
- C. All work performed on the 6th day within an individual work week (Sunday through Saturday), with the exception of those not on Monday through Friday schedule.
- D. Work performed on the 7th day will be paid at a rate of two (2) times the employees hourly rate.

The following will be regarded as hours worked for the purpose of computing overtime:

- A. All hours actually worked
- B. Holidays (scheduled)
- C. Annual Leave (vacation)
- D. Sick Leave

ARTICLE XIII

CALL-IN PAY

An employee who has been called in to work in addition to his/her regularly scheduled shift shall be paid at the rate of one and one-half (1 1/2) regular hourly rate. Call-In pay begins when an employee reports to his assigned duty station. Call-In pay ends when the employee's regular work shift begins. Employees will be permitted to leave the work site when the work assignment is completed unless the employee's scheduled work shift has commenced.

In all instances, however, full-time employees are guaranteed four (4) hours minimum compensation regardless of the number of hours worked for 40 hour-a-week employees, and 3.5 hours minimum compensation for 35 hour-a-week employees, and 3.75 hours minimum compensation for 37.5 hour-a-week employees.

ARTICLE XIV

PAY PERIODS

The pay periods with respective pay days which cover the duration of this contract, are as follows:

1979

	<u>PAY PERIOD</u>	<u>PAY DAY</u>
1.	Jan 1 to Jan 13	Jan 19
2.	Jan 14 to Jan 27	Feb 2
3.	Jan 28 to Feb 10	Feb 16
4.	Feb 11 to Feb 24	Mar 2
5.	Feb 25 to Mar 10	Mar 16
6.	Mar 11 to Mar 24	Mar 30
7.	Mar 25 to Apr 7	Apr 13
8.	Apr 8 to Apr 21	Apr 27
9.	Apr 22 to May 5	May 11
10.	May 6 to May 19	May 25
11.	May 20 to June 2	Jun 8
12.	Jun 3 to June 16	Jun 22
13.	Jun 17 to June 30	Jul 6
14.	Jul 1 to Jul 14	Jul 20
15.	Jul 15 to Jul 28	Aug 3
16.	Jul 29 to Aug 11	Aug 17
17.	Aug 12 to Aug 25	Aug 31
18.	Aug 26 to Sep 8	Sep 14

ARTICLE XIV
PAY PERIODS
(CONTINUED-1979)

	<u>PAY PERIOD</u>			<u>PAY DAY</u>
19.	Sep 9	to	Sep 22	Sep 28
20.	Sep 23	to	Oct 6	Oct 12
21.	Oct	to	Oct 20	Oct 26
22.	Oct 21	to	Nov 3	Nov 9
23.	Nov 4	to	Nov 17	Nov 23
24.	Nov 18	to	Dec 1	Dec 7
25.	Dec 2	to	Dec 15	Dec 21
26.	Dec 16	to	Dec 31	Jan 4, 1980

ARTICLE XIV

PAY PERIODS

(CONTINUED)

1980

	<u>PAY PERIODS</u>	<u>PAY DAY</u>
1.	Jan 1 to Jan 12	Jan 18
2.	Jan 13 to Jan 26	Feb 1
3.	Jan 27 to Feb 9	Feb 15
4.	Feb 10 to Feb 23	Feb 29
5.	Feb 24 Mar 8	Mar 14
6.	Mar 9 Mar 22	Mar 28
7.	Mar 23 Apr 5	Apr 11
8.	Apr 6 Apr 19	Apr 25
9.	Apr 20 May 3	May 9
10.	May 4 May 17	May 23
11.	May 18 May 31	Jun 6
12.	Jun 1 Jun 14	Jun 20
13.	Jun 15 Jun 28	Jul 3
14.	Jun 29 Jul 12	Jul 18
15.	Jul 13 Jul 26	Aug 1
16.	Jul 27 Aug 9	Aug 15
17.	Aug 10 Aug 23	Aug 29
18.	Aug 24 Sep 6	Sep 12
19.	Sep 7 Sep 20	Sep 26
20.	Sep 21 Oct 4	Oct 10

(Continued...)

ARTICLE XIV

PAY PERIODS

(CONTINUED)

1980

<u>PAY PERIODS</u>		<u>PAY DAY</u>
1.	Jan 1 to Jan 12	Jan 18
2.	Jan 13 to Jan 26	Feb 1
3.	Jan 27 to Feb 9	Feb 15
4.	Feb 10 to Feb 23	Feb 29
5.	Feb 24 Mar 8	Mar 14
6.	Mar 9 Mar 22	Mar 28
7.	Mar 23 Apr 5-	Apr 11
8.	Apr 6 Apr 19	Apr 25
9.	Apr 20 May 3	May 9
10.	May 4 May 17	May 23
11.	May 18 May 31	Jun 6
12.	Jun 1 Jun 14	Jun 20
13.	Jun 15 Jun 28	Jul 3
14.	Jun 29 Jul 12	Jul 18
15.	Jul 13 Jul 26	Aug 1
16.	Jul 27 Aug 9	Aug 15
17.	Aug 10 Aug 23	Aug 29
18.	Aug 24 Sep 6	Sep 12
19.	Sep 7 Sep 20	Sep 26
20.	Sep 21 Oct 4	Oct 10

(Continued...)

ARTICLE XIV

PAY PERIODS

(CONTINUED)

1980

<u>PAY PERIODS</u>				<u>PAY DAY</u>
21.	Oct 5	to	Oct 18	Oct 24
22.	Oct 19	to	Nov 1	Nov 7
23.	Nov 2		Nov 15	Nov 21
24.	Nov 16		Nov 29	Dec 5
25.	Nov 30		Dec 13	Dec 19
26.	Dec 14		Dec 27	Jan 2, 1981
27.	Dec. 28		Dec. 31	Jan 9 "

ARTICLE XV

SENIORITY

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

Under the terms of this agreement, the term "seniority" means a preferred position for specific purposes which one employee within a given job classification may have over another employee within a job classification because of a greater length of service within the County.

The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five consecutive working days, failure to report after leave and acceptance of other permanent employment while on leave.

ARTICLE XVI

PERSONNEL PRACTICES

The personnel practices of the County will address the specific terms of this Agreement, the Administrative Code, Federal Law and regulation and Title II of the New Jersey State Statute, as amended.

Each new employee will be given an employee handbook and afforded the opportunity of an Orientation to assist him/her in the performance of his/her duties. Departmental policies issued during the term of this Agreement, will be posted on bulletin boards, and individually provided to employees. It is the responsibility of each employee to know the operational policies of the organization - and failure to know and understand these policies will not be considered valid reason for actions and/or omissions in violation of same.

The County will promote the concept of upward mobility and in-house promotion, to the extent feasible under Civil Service rules and regulations, by normally posting available job opportunities on bulletin boards. The employer agrees to post upon the Union bulletin boards all job vacancies. Such posting shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of seven (7) calendar days.

Also, notification of such title changes will be given to the presidents of the respective locals.

ARTICLE XVI

PERSONNEL PRACTICES

(CONTINUED)

Qualified in-house applicants will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. However, the final selection will rest with the hiring/appointing authority in each of these instances, and justification of selection will in no instance be required, except at the written request of the Personnel Director of the County.

An employee has the right of access to his/her personnel file and all records as may be kept by the Employer or his agents, pertaining to the employee, and the employer shall permit the employee to respond in writing to any document or instrument contained in said file. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The employer agrees to provide to the employee a copy of any document or instrument contained in said files upon the request of the employee. No unsigned document or instrument nor any document or instrument of unknown or questionable origin shall be used against any employee in disciplinary matters.

ARTICLE XVII

LAYOFF

Layoffs, if required during the term of this Agreement, will be accomplished as specifically provided by the New Jersey Civil Services Rules 4:1-16.1 through 4:1-16.4

The appointing authority may lay off an employee in the classified service for purposes of efficiency or economy or other valid reason requiring a reduction of employees in a given class.

No permanent employees shall be laid off until all emergency, temporary and provisional employees and all probationers who are serving their working test period holding positions in the same class in the organization are separated; nor shall a permanent employee be laid off except in accordance with the procedure prescribed by Civil Service Rules.

Whenever possible, such employee shall be demoted in lieu of layoff to some lesser office or position in the same organization unit as determined by the Chief Examiner and Secretary.

ARTICLE XVII

LAYOFF

(CONTINUED)

2. In the absence of an approved system of performance ratings by the Department of Civil Service, layoff or demotions of permanent employees shall be in the order of seniority in the class, the person or persons last appointed being the first laid off or demoted.

(c) In all cases where there are employees who are veterans, a disabled veteran or a veteran shall be retained in that order, regardless of his performance rating in preference to a nonveteran having equal seniority in his class.

NOTICE IN LAYOFF OR DEMOTION (4:1-16.4)

(a) No permanent employee in the classified service or employee serving a working test period after regular appointment shall be laid off or demoted in lieu of layoff until he shall have been given notice in writing, personally or by certified mail, of the date upon which he will be laid off or demoted and the reasons for the action.

ARTICLE XVII

LAYOFF

(CONTINUED)

ORDER OF LAYOFF OR DEMOTION (4:1-16.3)

(a) Whenever there are two or more permanent employees in the class from which layoff or demotion in lieu of layoff is to be made, employees in that class with an unsatisfactory performance rating for the 12 month period immediately preceding the layoff or demotion shall be the first laid off or demoted.

(b) Layoff or demotion for all other employees in that class shall be in the inverse order of performance ratings provided that:

1. In computing the performance ratings to determine the order of layoff or demotion, seniority credits to the extent of one point for each of the past five years of services and $\frac{1}{2}$ point for each additional year of service up to ten years shall be added to the average rating for the year preceding the date of layoff or demotion;

ARTICLE XVII

LAYOFF

NOTICE OF LAYOFF OR DEMOTION (4:1-16.4) (CONTINUED)

(a) (Continued) Such notice shall be served at least 45 days before the layoff or demotion becomes effective and a copy of such notice must be sent to the Civil Service Department at the same time.

(b) An employee who shall be laid off or demoted in lieu of layoff shall have the right of appeal to the Commission provided such appeal is received by the Commission within 20 days after the date of receipt of notice.

(c) In no event shall an employee be laid off or reduced in grade due to the mechanization or partial mechanization of his job function or any part thereof.

ARTICLE XVIII

NO STRIKE OR LOCKOUT

1. The UNION agrees that it will refrain from any strike, work stoppage, slowdown or other job action and will not condone or support any such job action.

2. The COUNTY agrees that it will refrain from locking out its employees or from any threat thereof.

ARTICLE XIX

GENERAL PROVISIONS

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

- B. The County and Union jointly agree to the development of an education program in 1979 and to become effective no later than January 1, 1980.

- C. The County and the Union jointly agree that the printing cost of the contract shall be evenly divided, that is: 50% of cost by the County.....50% of cost by the Union.

- D. The County agrees to pay a meal allowance of \$4.00 after an employee works 4 hours of overtime after working a full shift, if the County does not provide the employee with a meal.

ARTICLE XX

DURATION AND TERMINATION

The Agreement shall be effective as of January 1, 1979
and shall remain in full force and effect until December 31, 1980.

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
commence negotiations.

In the event such notice is given, negotiations shall begin no
later than thirty (30) days prior to the expiration date; this
Agreement shall remain in full force and be effective during the
period of negotiations and until notice of termination of this
Agreement is provided to the other party in the manner set forth
in the preceeding.

Negoations shall begin no later than October, 1980

 for the succeeding Agreement.

ARTICLE XXI
POSITION CLASSIFICATION

The position classification plan, as established and maintained by the Employer (County) consists of a schedule of classification titles with classification specifications for each position, which defines and describes representative duties and responsibilities and sets forth the minimum requirements and qualifications essential to the work. If an employee considers his/her permanent position to be improperly classified, the employee may through the Department Head, process an appeal for a desk audit of his/her position with the Civil Service Commission.

The Union recognizes the right of the Employer (County) to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that such assignments outside of classification shall be made in a manner consistent with the Employer's (County) operations and organizational requirements, as well as the parameters of the N.J. State Civil Service Code.

An employee shall be compensated at the rate of pay for his/her own classification while performing work of a lower compensated occupation.

ARTICLE XXI

POSITION CLASSIFICATION

When an employee is promoted or reclassified from one classification to another having a higher salary grade, his/her salary shall be adjusted to either the minimum of the new grade, or one salary increment in the new grade above his/her present salary whichever is higher.

If a forty (40) hour employee works nine (9) or more hours, in any work week, in a higher rated classification, he/she shall be compensated at the rate of the higher classification for those hours worked.

If a thirty-five (35) hour employee works eight (8) or more hours, in any work week, in a higher rated classification, he/she shall be compensated at the rate of the higher classification for those hours worked.

ARTICLE XXII

DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

The Employer (County) shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. An employee may appeal a demotion, suspension, or discharge beginning at the third step of the grievance procedure, proceeding to include a hearing when disciplinary action involves discharge, suspension (of more than 5 days) or monetary fine. The Union shall be notified within one working day following any demotion, suspension or discharge, in writing, by the employer.

The Employer (County) will discipline employees in such a manner so as not to embarrass the employee before the public or other employees.

REMOVAL

As specified by the New Jersey Civil Service Rules and Regulations, the following will apply as causes for removal from payroll. A permanent employee in the classified service may not be removed except for just cause upon written charges. Notice of removal shall be sent to the employee

ARTICLE XXII

DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

(CONTINUED)

REMOVAL

(CONTINUED)

on the form prescribed by the Civil Service Commission and a copy of said notice shall be sent to the Civil Service Department at the same time.

A provisional or temporary employee may be terminated at any time at the discretion of the appointing authority. A provisional or temporary employee who has been terminated shall have no right to appeal to the Civil Service Commission.

CAUSES FOR REMOVAL

Any one of the following shall be cause for removal from service although removals may be made for sufficient causes other than those listed:

- (1) Neglect of duty;
- (2) Incompetency or inefficiency;
- (3) Incapacity due to mental or physical disability;
- (4) Insubordination or serious breach of discipline;

ARTICLE XXII

DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

(CONTINUED)

CAUSES FOR REMOVAL

(CONTINUED)

- (5) Intoxication while on duty;
- (6) Chronic or excessive absenteeism;
- (7) Disorderly or immoral conduct;
- (8) Willful violation of any of the provisions of the Civil Service statutes, rules or regulations or other statutes relating to the employment of public employees;
- (9) The conviction of any criminal act or offense;
- (10) Negligence of or willful damage to public property or waste of public supplies;
- (11) Conduct unbecoming an employee in the public service; or
- (12) The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service, or engaging in any form of political activity during the working hours.

ARTICLE XXIII

CONTINUING CONSULTATION

- A. The UNION and the COUNTY shall upon request of either party establish meetings during the first week of February and July for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings, but are intended as a means of fostering good employer-employee relations.
- B. The requests of either party for such a meeting shall include an agenda of topics to be discussed and be submitted (7) days (seven) prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.
- C. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

ARTICLE XXIV

INSURANCE & WORKER'S COMPENSATION

A. INSURANCE

There shall be no change in the Group Hospital Medical Plan presently maintained and paid by the County of Atlantic on behalf of the employees except in the case of a new plan that is equivalent or better and agreed to by the Union.

Insurance shall include Blue Cross, Blue Shield, Rider J and Major Medical coverage for all employees and their dependents. Employees become insured on the first of the month following the date that two (2) months of continuous service with the County have been completed. Employees who initially refuse coverage with the County group will have the opportunity to join during the annual open enrollment period each January; also during this time, enrolled employees can add dependents on their coverage. Additionally, County employees may elect coverage in the Southshore Health Plan, a Federally funded Health Maintenance Organization. This elective program is employee funded via payroll deductions.

IN ADDITION, EFFECTIVE JANUARY 1, 1980, PAID HEALTH BENEFITS FOR RETIREES AT COVERAGE UPON RETIREMENT, FOR THREE (3) YEARS AFTER RETIREMENT, COMMENCING WITH THE EMPLOYEES RETIREMENT DATE.

When an employee goes on a leave of absence without pay, the coverage of that employee and his/her dependents will be terminated, unless the employee reimburses the County in full for the premiums due during the leave of absence before taking the leave. Employees can then re-enroll with the County group upon returning to work. The maximum period where this situation can exist is three months.

ARTICLE XXIV

INSURANCE & WORKER'S
COMPENSATION

B. When an employee is injured and such injury arises out of and in the course of his/her employment, said employee will be entitled to Worker's Compensation benefits as provided for under the County's Worker's Compensation Plan.

- (1) Any employee absent as the result of a work-related injury up to seven (7) calendar days will receive payment for all his/her medical bills from the injury, but will receive no Worker's Compensation payment from the insurance company. Employees may use his/her earned sick leave/vacation time to receive payment for the first seven (7) calendar days.
- (2) Any employee out more than seven (7) calendar days will receive Worker's Compensation payments retroactive back to the first day. All his/her medical bills connected with the injury will be paid by the Worker's Compensation Carrier.
- (3) Worker's Compensation payments are computed at two-thirds (2/3) of the employees salary up to a maximum per week for the year's 1979 and 1980 as is determined by the Secretary of Labor.

ARTICLE XXIV

INSURANCE & WORKER'S COMPENSATION

- (4) Any employee out on a Worker's Compensation claim, who does not choose to use their earned sick leave/vacation during the first seven (7) calendar days of absence will receive no pay for that period.
- (5) It is imperative, with this program, that all accidents be reported immediately and that the proper forms be filled out and sent to the division of Finance. Delay in filing the accident report, will result in a similar like delay in processing any payments that may be due under Worker's Compensation.
- (6) Should an employee be entitled to Worker's Compensation benefits, they will still continue to accrue sick and vacation time in accord with the appropriate Union agreement.
- (7) An employee who is entitled to Worker's Compensation benefits will be paid for the entire day on which the injury occurred. Sick or vacation time will not have to be utilized for that day.

ARTICLE XXIV

INSURANCE AND WORKER'S COMPENSATION

- (8) An employee who is injured will be paid up to three (3) hours for visiting the County physician upon the advice of the County Insurance Manager or other authorized personnel.
- (9) The County will continue to provide pension payment while the employee is receiving Worker's Compensation benefits.

ARTICLE XXV

UNIFORM ALLOWANCE

Uniforms will be furnished to any employee where deemed to be required by the Employer. Uniforms will be returned to the Employer when any employee terminates his employment with the County.