

AGREEMENT

between

COUNTY OF ATLANTIC

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-  
CIO  
LOCAL 331  
(Superintendent of Elections/Board of Elections)

---

2008-2010

---

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	PREAMBLE	4
I	RECOGNITION AND DEFINITION OF TERMS	5
II	DUES CHECK OFF	7
III	NON-DISCRIMINATION	9
IV	UNION RIGHTS	10
V	NEGOTIATIONS PROCEDURE	11
VI	MANAGEMENT RIGHTS	13
VII	GRIEVANCE PROCEDURE	15
VIII	HOLIDAYS AND ADMINISTRATIVE DAYS	20
IX	VACATIONS	25
X	SICK LEAVE	28
XI	LEAVES OF ABSENCE	31
XII	HOURS OF WORK	43
XIII	OVERTIME	44
XIV	CALL-IN PAY	46
XV	SENIORITY	47
XVI	PERSONNEL PRACTICES	48
XVII	LAYOFFS	51
XVIII	NO STRIKE OR LOCKOUT	52
XIX	POSITION CLASSIFICATION	53
XX	DISCHARGE, DEMOTION, SUSPENSION & DISCIPLINE	55
XXI	CONTINUING CONSUL- TATION	56
XXII	WORKERS' COMPENSATION	57

**APPENDIX “C”  
SALARY SCHEDULE - PART TIME EMPLOYEES**

A. Part-time employees will receive a pro rata share of increases as stipulated in Article XXIII of this Agreement.

B. Effective dates will be as identified in Article XXIII for full-time employees.

XXIII	WAGE INCREASE	58
XXIV	LONGEVITY	59
XXV	HEALTH AND WELFARE	60
XXVI	GENERAL PROVISIONS	63
XXVII	PRORATION AND RETRO- ACTIVITY OF PAYMENTS	64
XXVIII	DURATION AND TERMINATION	65
	APPENDIX “A” - INCLUSIONS	67
	APPENDIX “B” - STARTING SALARIES	68
	APPENDIX “C” - SALARY SCHEDULE - PART-TIME EMPLOYEES	69

**APPENDIX "B"**  
**STARTING SALARIES**

---

**Grade**

<b>A</b>	22,650
<b>B</b>	23,650
<b>C</b>	24,650
<b>D</b>	25,650
<b>E</b>	26,650
<b>F</b>	28,150
<b>G</b>	28,650

**APPENDIX “A” - INCLUSIONS**

JOB TITLE GRADE

A. Office of the Superintendent of Elections

Data Entry Machine Operator	B
Senior Data Entry Machine Operator	C
Principal Data Entry Machine Operator	D
Voting Machine Technician	D
Senior Voting Machine Technician	E

B. Office of the Board of Elections

Clerk of the Board	G
Data Control Clerk	A

Titles and grades reflected herein are effective as of January 1, 2008.

**PREAMBLE**

A. This Agreement is entered into between ATLANTIC COUNTY, The Atlantic County Superintendent of Elections and the Atlantic County Board of Elections (hereinafter referred to as the “County” or the “Employer”) and the TEAMSTERS UNION LOCAL 331 or any other designated Local Union affiliated with the International Brotherhood of Teamsters AFL-CIO (hereinafter referred to as the “Union”).

WHEREAS, the parties hereto desire to establish the hours of labor, rates of pay, and other negotiable terms and conditions of employment under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits.

NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

**ARTICLE I  
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 and the Union recognize the rights and obligations of the parties to negotiate wages, hours, and other terms and conditions of employment and to administer this Agreement on behalf of covered employees, and that such administration shall apply equally to all employees in the bargaining unit without regard to membership or non-membership in the Union.

1. Included: As defined and identified in Appendix A.
2. Excluded: Those not included or identified in Appendix A.
3. Definition of Terms. Unless otherwise indicated, the following when used herein shall mean:
  - a. "Employees" refers to employees in the certified bargaining unit set forth in the PERC certifications.
  - b. "Employer" refers to the various public employers set forth under Agreement, negotiating through the Offices of the County of Atlantic and whose signatures appear in the execution clause of this Agreement.
  - c. "Local Union" refers to the constituent Local of the Union at various job sites.
  - d. "Management" refers to employees with supervisory responsibility, inclusive of but not limited to Divisional and Department Heads, not covered by the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seal the date first above written and agree to abide by all terms and conditions as set forth herein.

IBT LOCAL 331  
(Board of Elections)

COUNTY OF ATLANTIC:

\_\_\_\_\_  
MARCUS KING  
Trustee

\_\_\_\_\_  
DENNIS LEVINSON  
County Executive

\_\_\_\_\_  
SUE TAYLOR  
Business Agent

\_\_\_\_\_  
JAMES F. FERGUSON  
County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ARTICLE XXVIII**  
**DURATION AND TERMINATION**

A. The Agreement shall be effective as of January 1, 2008 and remain in full force and effect until December 31, 2010.

B. 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.

C. 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 unless notice of termination of this Agreement is provided to the other party in the manner set forth in the preceding paragraph.

D. Negotiations shall begin no later than December 1, 2010 for the succeeding Agreement.

e. "Authorized representative" refers to Union and Management employees as described in paragraph A above, who are authorized by way of position and/or delegation, to ensure correct and proper implementation of terms agreed to herein.

f. "Shift" shall mean any normal, standard tour of duty as described herein.

**ARTICLE II  
DUES CHECK-OFF**

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 the Union, and the aggregate deductions of all employees shall be remitted to the Union, together with a list of the names of all employees for whom the deductions were made following each pay period. This right of dues check-off shall be exclusive to Teamsters Local #331.

B. The County agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% of the regular membership dues, fees and assessments. The Union, in exchange for the implementation of said agency shop, hereby agrees to hold the County harmless against any and all claims or suits, or any other liability occurring as a result of the implementation of this agency provision.

C. If an employee's authorized dues are for some reason not being properly deducted, the Union will contact the Office 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 Union, 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 XXVII  
PRORATION AND RETROACTIVITY OF PAYMENTS**

Proration and Retroactivity of Payments. Notwithstanding any other Article of this agreement, all payments other than salary, including, but not limited to allowances, stipends, etc. shall be prorated by month for those employees having entitlement to same from any point subsequent to the beginning of the calendar year. All stipends and/or allowances of any type shall be prorated for those employees who either commence employment after January 1 of any calendar year or who separate from employment in good standing prior to December 31 of any year. The proration shall be done on a quarterly basis to coincide with the calendar quarter in which employment commences or ceases.



**ARTICLE XXVI  
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 decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

B. The County and the Union jointly agree to continue the development of an education program which was established 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 the cost by the County and 50% of the cost by the Union.

D. When an employee is physically prevented from traveling to work as a result of an Act of God, such as a snow storm, or other extraordinary condition, the employee shall be permitted to utilize Administrative leave or vacation leave rather than losing pay. If an employee is declared to be essential and is required to report to work on such a day, the employee will receive 1 hour of compensatory time for each hour worked.

E. County to contribute \$.50 per employee per pay for Teamsters Local 331 scholarship fund. Such contribution to be made through payroll deduction.

E. Deductions for dues will be made during the first pay of each month and remitted immediately to the union hall.

F. Teamsters Union Local 331 Political Action and Social Fund. Upon receipt of written authorization for deductions from wages, the County agrees to deduct \$2 from the wages of the employees for their contributions to the Teamsters Union Local 331 Political Action and Social Fund, or such similar organizations as may be requested by the Union. The County will make deductions on a biweekly basis as provided for in the authorization and will forward the amounts deducted on a monthly basis to the Teamsters Union Local 331 Political Action and Social Fund, P. O. Box 1073, 117 West Washington Avenue, Pleasantville, NJ 08232. No such authorization shall be recognized if it is in violation of state or federal law. No deduction shall be made if it is prohibited by law.

G. The Union, in exchange for implementation of said deductions, hereby agrees to hold the County harmless against any and all claims or suits, or any other liability occurring as a result of implementation of this provision.

**ARTICLE III  
NON-DISCRIMINATION**

A. 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, disability, national origin, political affiliation/activity, Union activity, or private conduct which does not interfere with the employee's ability to perform his duties, which is permissible under law.

B. It is agreed that alleged violations of this Article shall be subject to review by appropriately established Administrative or Judicial forums, and only if no such forum exists shall they be subject to the grievance procedure set forth herein.

rendered within 10 calendar days and such decision may be challenged through the grievance process of this agreement. Employees may reapply for maximum pool benefits after full repayment of same.

E. Part-time employees, hired after January 1, 1987 and defined as those regularly scheduled for at least 20 hours of work per week, shall be entitled to medical benefits, but not prescription, dental and optical benefits. Temporary and part-time employees working less than 20 hours are not entitled to any health benefits coverage.

F. Effective August 1, 2003 eligible employees and their families will be offered a temporary extension of health coverage, called continuation coverage, under the COBRA provisions of the New Jersey State Health Benefits Program.

G. The Union shall have the right to reopen this provision if it desires to move its unit members into a Union-administered health plan which would be cost effective for the County.

H. Mental health coverage shall be in accordance with all applicable laws.

B. Health Benefits at Retirement. An employee who retires shall be eligible for County paid health benefits coverage for himself/herself and eligible dependents for three years after retirement, commencing with the employee's retirement date. Retirement is currently defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full time service of 25 years with Atlantic County at the time of retirement or upon reaching the age of 62 years or older and having had at least 15 years of service credit with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverages as may occur during the three year period of employer paid coverage.

C. Leaves of Absence. When an employee is granted 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 cost of coverage during the leave of absence before taking such leave. Employees can then re-enroll with the County group upon returning from their leave of absence. The maximum period where this situation can exist is six (6) months. Any employee who goes onto an unpaid status for fifteen (15) or more calendar days is liable for payment of premium retroactively to the first day of unpaid status.

D. Disability Pool. The County agrees to maintain the current disability pool system. If agreement amongst all Unions is achieved, the parties agree that this system may be replaced by participation in the State Disability Program. The County's decision as to an employee's eligibility to use the disability pool will not be arbitrarily or unreasonably denied. The Union may appeal the Department Head's decision to the Director of Human Resources. Decision of the Director of Human Resources shall be

## **ARTICLE IV UNION RIGHTS**

A. Agents of the Union who are not employees of the Employer or who are employees of the Employer, 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 operations 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 representatives of the Union or any employee, is scheduled by the parties during working hours to participate in negotiations, grievance proceedings, etc., such employees shall suffer no loss in pay or benefits.

D. The Union, Business Agent or their representatives, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individual whose pay is in dispute, upon reasonable notice.

E. Employees shall be entitled to representation by a Shop Steward when they are summoned to meet with management regarding disciplinary action.

**ARTICLE V  
NEGOTIATIONS PROCEDURE**

A. The County and the Union agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the parties agree to present to each other their proposals for modifications to be included in the successor Agreement. Counter-proposals shall be submitted within five (5) days. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each party, and reflect the complete and final understanding on all bargainable issues which were, or could have been brought to the bargaining table. Such Agreement shall apply to all members of the negotiating unit and the Employer, shall be reduced to writing, and after ratification by the Union and the Employer, shall be signed by all parties.

B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually agree that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals.

C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations, and/or by a written amendment duly executed by both parties.

**ARTICLE XXV  
HEALTH AND WELFARE**

A. Medical Insurance.

1. Effective August 1, 2003 employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of the New Jersey State Health Benefits Program. Employees shall be afforded a choice from among the State Health Program's plan offerings.

2. Prescription drug coverage shall be offered to all employees and their dependents in accordance with the freestanding prescription plan offered by the New Jersey State Health Benefits Plan.

3. Employees and their dependents shall also be afforded optical and dental coverages through the County's own provider contracts.

All of the coverages outlined above will be furnished to the employees and their dependents without premium co-pays and shall extend at least throughout the duration of this Agreement.

4. Employee, as used herein, means a bargaining unit member who works more than 20 hours per week. Your eligible dependents, for comprehensive medical, hospital and prescription drug coverage under the New Jersey State Health Benefits Program are currently defined as your spouse and/or your unmarried children under age 23 who live with you in a regular parent-child relationship. This includes children who are away at school as well as divorced children living at home and dependent upon you for support. Eligible dependents for optical and dental coverage are defined by the County's provider contracts.

**ARTICLE XXIV  
LONGEVITY**

A. The County agrees to maintain its longevity program as follows:

<u>Years of Service</u>	<u>AMOUNT</u>
Start of 6 <sup>th</sup> year through 10 years	\$600
Start of 11 <sup>th</sup> year through 15 years	\$800
Start of 16 <sup>th</sup> year through 20 years	\$1,000
Start of 21 <sup>st</sup> year and thereafter	\$1,200

B. This longevity system will replace any other longevity system, payment or award for length of service currently in place. Longevity refers to time of employment with the County.

C. Longevity will be paid each year in a lump sum check to be issued the pay period following the actual anniversary date.

D. Proposed new rules or modification of existing rules governing working conditions shall be negotiated prior to implementation.

**ARTICLE VI  
MANAGEMENT RIGHTS**

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, 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 specific rights.

1. To the executive management and administrative control of all County functions, properties and facilities, and the activities of County employees;

2. To take personnel action, subject to the provisions of Civil Service Law;

3. To maintain the efficiency of County operations;

4. To take all necessary actions to carry out its mission in emergencies; (emergency to be construed as a sudden, generally unexpected occurrence demanding immediate action);

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

6. To schedule employee work hours, pursuant to the terms of this Agreement;

7. In continuous shift operations (24 hours), employees may be scheduled two (2) shifts on the basis of special need or skills required on the shift.

B. The exercise of the foregoing rights, powers, authorities, 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 with the implementation thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such

**ARTICLE XXIII  
WAGE INCREASE**

A. Full-time employees will receive wage increases based on the following schedule:

Effective January 1, 2008 -	.86 per hour
Effective January 1, 2009 -	.87 per hour
Effective January 1, 2010 -	.88 per hour

This will work out to the following wage increases for a 35 hour and 40 hour per week employees.

	35 hours	40 hours
2008	\$1,577	\$1,803
2009	\$1,589	\$1,817
2010	\$1,608	\$1,837

The wage increase for 2008 will be retroactive to January 1, 2008.

**ARTICLE XXII**  
**WORKERS' COMPENSATION**

A. When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Workers' Compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15). Employees out on workers' compensation in excess of three months will not be eligible for a sick bonus. Employees out on workers' compensation in excess of six months will not be eligible for uniform allowance. Employees out on workers' compensation in excess of six months will have all stipends prorated.

specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. It is understood and agreed that the 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, except as modified by this Agreement.

**ARTICLE VII  
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. There shall be no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal tour of duty.

3. Except in cases of bona fide emergencies, the Steward shall be permitted reasonable time to investigate, present and process grievances during working hours without loss of pay or time.

B. Definitions.

1. A contractual grievance, for the purposes of and within the meaning of this Agreement, shall be defined as a breach, misinterpretation, improper application, or non-application of the terms and conditions set forth within the language of this Agreement.

2. A non-contractual grievance for the purposes of and within the meaning of this Agreement, shall be defined as a breach, misinterpretation, improper application, or

**ARTICLE XXI  
CONTINUING CONSULTATION**

A. The Union and the County shall, upon request of either party, establish meetings during the first week of April, July, October and January for the purpose of reviewing the administration of the 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 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 shall be submitted seven (7) days 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.

D. The County and Union agree to organize a task force for the purpose of examining the possibility of providing a day care facility.



**ARTICLE XX  
DISCHARGE, DEMOTION, SUSPENSION  
AND DISCIPLINE**

A. 1. Discipline of an employee shall be imposed only for just cause as in Civil Service Rules and Regulations. The Union shall be notified within one (1) working day following any demotion, suspension or discharge by the employer in writing. The Employer will not discipline employees in the presence of other employees or members of the public at large. If the severity of the action or infraction requires immediate action by the Employer, such action as the Employer may take will not be done in a manner which will embarrass the employee.

2. Employees who are other than permanent who are subjected to disciplinary action shall have the right to a step three grievance hearing for review of that action only, but not to arbitration. The Union shall be notified in writing within one (1) working day following any demotion, suspension or discharge.

B. Causes for Removal. Causes for removal will be as set forth in the New Jersey Administrative Code 4A:2-2.3.

C. NOTICE. Except in cases wherein the severity of the infraction requires immediate removal of the employee from the work site, no discharge or suspension shall take place less than five (5) working days from the time the employee is informed in writing of the intended disciplinary action. The Union will be simultaneously provided with a copy of the disciplinary notice. An additional copy will be given to the Steward. Unavailability of the Steward will not stay the five (5) day limit.

1. All copies of any warning or disciplinary notices will be given to the employee, Steward, and a copy mailed to the Union.

non-application of all policies, procedures, rules and regulations, as well as those specific management rights noted herein as may be practiced and/or adopted by the Employer during the life of this Agreement.

3. In the event an employee selects Civil Service procedure with regard to all matters that are appropriate for such procedures, the employee shall not have the right to arbitration on such matters.

4. Immediate supervisor, for purposes of this procedure, shall mean either the Division Director or the first level non-bargaining unit supervisor.

C. Preliminary Informal Procedure. An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis, in the presence of a Steward.

D. Formal Steps. It is the intent of the parties to settle any grievance or dispute as quickly and informally as possible.

1. Step One. The grievant employee, through the Union Steward, may take up the grievance or the dispute with the employee's immediate supervisor within ten (10) working days of the date the employee knew or should have known of its occurrence. Upon presentation of the grievance, the Chief Clerk of the office shall then attempt to adjust the matter and shall respond to the Union Steward at that time, unless the parties mutually agree to an extension. Failure to act within ten (10) working days shall be deemed to constitute an abandonment of the grievance. Notwithstanding the foregoing, any grievance arising in the Office of the Board of Elections shall immediately proceed to Step Two.

2. Step Two.  
a. If the grievance still remains unsettled, the Business Agent may, within fifteen (15) working days, forward the grievance to the Superintendent of Elections. If

the grievance is not resolved after the response from the Superintendent of Elections within five (5) working days, the grievance, at the written request of the Union, will proceed to arbitration only if a contractual grievance, pursuant to paragraph B.1 above is alleged. A request for arbitration shall be made no later than fifteen (15) days, and 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.

b. For grievances arising in the office of the Board of Elections, to the extent that any grievance remains unsettled, the Business Agent may, within fifteen (15) working days, forward the grievance to the Chairman of the Atlantic County Board of Elections. If the grievance is not resolved after the response from the Chairman of the Board of Elections within five (5) working days, the grievance, at the written request of the Union, will proceed to arbitration only if a contractual grievance pursuant to paragraph B.1 above is alleged. A request for arbitration shall be made no later than fifteen (15) days, and 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.

3. Notwithstanding the above, the Union Business Agent may meet informally with the Superintendent of Elections or with the Chairman of the Board of Elections on matters under this Article in an effort to prevent potential grievances from arising.

E. Arbitration.

1. With regard to subject matters that are arbitrable, an arbitrator shall be selected by a timely filing with the Public Employment Relations Commission, and said selection

hour employees and 4 hours for 40 hour employees will not be used to subvert out of title pay.

**ARTICLE XIX**  
**POSITION CLASSIFICATION**

A. The position classification plan, as established and maintained by the Employer, 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 requirement and qualifications essential to the work. If an employee considers his/her position to be improperly classified, the employee may, through the Department Head and the County Office of Personnel, process an appeal for a desk audit of his/her position with the Civil Service Commission.

B. The Union recognizes the right of the Employer 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 operations and organizational requirements, as well as the parameters of the New Jersey Statute, Title II, Civil Service.

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

D. When an employee works out of title or trains other employees for 4 hours (3.5 hours for 35 hours a week employees) or more in any day that employee shall receive out of title pay at their regular hourly rate plus a differential of \$1.15 per hour for all hours worked in that day. The County will not use out of title pay to fill permanently vacant positions. The use of 3.5 hours for 35

process shall be in accordance with the rules of that agency. Timely filing for purposes of this paragraph shall mean a period of time not to exceed seven (7) days from the date on which the request for arbitration was forwarded to the County.

2. However, no arbitration hearing may be scheduled sooner than thirty (30) days after the final decision of the Superintendent of Elections or the Chairman of the Board of Elections.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the specific and express written provisions of this Agreement or any amendment or supplement thereto. The arbitrator shall have no authority to interpret any law, court decision or statute of this state or of the United States in rendering any determination.

4. The cost incurred in the processing of cases to arbitration shall be borne equally between the County and the Union. The costs, fees and assessments charged by the arbitrator shall be borne equally between the County and the Union. In the event an attempt is made to arbitrate a matter which is a non-contractual grievance, and it is necessary for the County to seek injunctive relief, and such relief is granted, the Union shall pay all costs involved in the processing of such application for injunctive relief, including counsel fees.

F. Time Limits. Failure in any step to communicate on a grievance within the specified time limitation shall permit the carrying of that grievance to the next step of the procedure. Failure to institute a grievance or to appeal from a response or to carry an appeal from a response or to carry an appeal from a non-response within the specified time limitation shall be deemed to

constitute an abandonment of said grievance and a waiver of any right to carry the grievance further through the grievance procedure.

G. Employee Conduct. It is specifically understood that employees shall continue to follow all lawful directives of their employer notwithstanding the pendency of any grievance relating to those directives.

## **ARTICLE XVIII NO STRIKE OR LOCKOUT**

A. The Union covenants and agrees that during the terms of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slowdown, or walk out which interferes with the full and complete normal operations of the Employer. The Union agrees that any such action would constitute a material breach of this Agreement.

B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, or walkout which interferes with the full and complete normal operation of the Employer.

C. The County agrees that it will refrain from locking out its employees or from any threat thereof. The County agrees that any such action would constitute a material breach of this Agreement.

**ARTICLE XVII  
LAYOFFS**

A. Layoff, if required during the term of this Agreement, will be accomplished as specifically provided by the New Jersey Administrative Code 4A:8.

**ARTICLE VIII  
HOLIDAYS AND ADMINISTRATIVE DAYS**

A. The following days shall be recognized as paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. President's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans' Day
12. Thanksgiving Day
13. Christmas Day

B. Employees become eligible for holidays on their first day of employment. Employees with a Monday through Friday work week will be compensated in accordance with this contract on either the Monday following the holiday for holidays occurring on a Sunday or the Friday prior to the holiday for holidays occurring on a Saturday. Employees who do not follow the Monday through Friday work schedule will be compensated on the day that the holiday occurs in accordance with the contract. The employer will recognize any additional days declared as holidays by the Governor of the State of New Jersey or the County Executive, such as the day after Thanksgiving, in accordance with Section E "Announced Days Off" of this contract.

C. Those employees who are required to work on the following enumerated holidays, in addition to being paid for the holiday at their regular rate of pay, shall receive time and a half for all hours worked on that day. The holidays covered by this subsection shall be:

- New Year's Day (January 1)
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Christmas Day (December 25).

When New Year's Day (January 1), Independence Day (July 4) or Christmas Day (December 25) fall on a Saturday or Sunday, the provisions of this section shall apply to the actual day of celebration, i.e., January 1, July 4 or December 25 and shall not apply to the day given off by the County in recognition of the holiday. Employees working on the day declared off by the County shall be compensated as hereinafter provided in Section D.

D. Those employees who work on the following recognized holidays (Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Good Friday, Columbus Day, General Election Day, Veterans' Day, in addition to being paid for the holiday, shall receive straight time for all hours worked on that day.

E. Announced Days Off. In circumstances where the County announces a day off for non-essential employees such as the Friday after Thanksgiving Day, then those employees who are required to work shall be compensated as provided in Section C of

(except for regular employment records which, by their nature, require no signature) nor any document or instrument of unknown or questionable origin shall be used against any employee in disciplinary matters.

E. The County will present a Union package to all new employees represented by the Union at its regularly scheduled orientations. The Union will provide said package to the County in sufficient quantity for distribution.

F. Procedures utilized for evaluations of employees shall be those set forth in County policy entitled "Evaluating Employees Performance" dated January 1, 1984.

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.

1. An employee receiving a one (1) range promotion will move to the bottom of the new range, or six (6%) percent increase, whichever is greater. If the promotion is two (2) ranges, the percent will be seven (7%) percent; if the promotion is three (3) ranges, the percent will be eight (8%) percent. If the old and new title are on the same range on the negotiated pay system, then the employee will receive a six (6%) percent pay increase upon promotion. Similarly, any employee who is demoted will have a salary reduction based upon those percentages.

2. All employees promoted shall receive evaluations at intervals of 30, 60, and 90 days following the effective date of the promotion. If the employee is found deficient in performing the duties of the higher title, he/she shall be returned to his/her former title, salary, and anniversary date.

3. Upward mobility (moving to a job with a higher pay grade) shall be available without a cut in pay and qualified senior employees, who apply, shall be given first consideration.

D. An employee has the right of access to the County's official personnel file kept for the employee 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 in said file, within six (6) months of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The Employer agrees to provide the employee with a copy of any document or instrument contained in said files upon the request of the employee. No unsigned document or instrument

this Article. This provision shall not apply to weather related days off or similar type of closures.

F. In the event that an employee is required or requested to work on consecutive holidays (consecutive defined as without interruption) employees working more than a full shift on the second holiday, will be compensated for all hours above and beyond a full shift, at a rate of pay equivalent to a 1 ½ times hourly rate plus Twenty-five (\$.25) Cents per hour. For the purposes of this paragraph, a "snow day" or other emergency day declared by the appropriate County, State, or Federal officials will be deemed to connote a "holiday" in addition to those days defined in this Article.

G. 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, upon written request, two (2) weeks in advance, with the approval of the Department Head or his/her authorized representative, provided such compensatory day is taken within ninety (90) days after the recognized holiday. The employee must advise his/her supervisor in writing two (2) weeks prior to the date he/she intends to take the compensatory days, within the ninety (90) day period.

H. Part-time employees will receive a pro rata share of holiday time.

I. The administrative days provided by this Article are available for personal use in increments of one (1) hour. Under normal circumstances, requests must be submitted twenty-four (24) hours in advance. An employee cannot call in for use of this time at the beginning of his/her scheduled shift. Use of this time at the beginning of a work shift must be approved in advance.

Administrative time must be taken within the year accrued or forfeited.

J. Employees shall have three (3) administrative days per year, prorated by thirds of a year for new employees (See chart below). Administrative days shall not accumulate from year to year.

Date of Hire	Administrative Days
1/1 – 3/31	3 days
4/1 – 6/30	2-1/4 days
7/1 - 9/30	1-1/2 days
10/1 – 12/31	1 day

K. Part-time and temporary employees hired prior to January 1, 1987 shall receive a pro rata share of the administrative days based upon the work week of the comparable full-time position. Part-time and temporary employees hired on or after January 1, 1987 do not receive administrative days.

L. 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 (or scheduled shift/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, unless the employee produces a doctor's note for the illness, in which case the employee will receive the holiday pay.

## ARTICLE XVI

### PERSONNEL PRACTICES

A. The 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.

B. 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 the 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.

C. 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 bargaining unit and promotional job vacancies and to mail a copy of such posting to each of the Local Presidents, and to provide a copy to all Shop Stewards. Such postings shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of no less than five (5) days or until such vacancy is filled. Also, notification of such title changes will be given to the Presidents of the respective Locals. Qualified in-house applicants will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. However, the



## **ARTICLE XV**

### **SENIORITY**

A. In all cases of demotions, layoffs, recall, choice of shift and days off, (to include the scheduling of vacations), employees with the greatest amount of seniority shall be given preference. In the event that an employee's vacation substantially interferes with the operations of his/her department, such employee shall be permitted to carry the majority portion of such vacation as allotted to said employee, pursuant to the provisions of this Agreement, into the succeeding year.

B. Under the terms of this Article, 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 with the County.

C. The following shall constitute a break of service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report after leave, and acceptance of other permanent employment while on leave.

M. If Election Day remains a County holiday, then the employees will receive another day off to take at the supervisor's discretion and the day must be used by the end of the current year.

**ARTICLE IX  
VACATIONS**

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

During the first year            1 day per month

Start of the 2<sup>nd</sup> year through 5 years   13 days

Start of the 6<sup>th</sup> year through 10 years   17 days

Start of the 11<sup>th</sup> year through 20 years   21 days

Start of the 21<sup>st</sup> year and thereafter    25 days.

B. In addition, vacation time shall be advanced on the following basis:

SERVICE

0 - 1 year	As earned; advancement with discretion of the Dept. 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 XIV  
CALL-IN PAY**

A. 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 ½ ) regular hourly rate (except for Article XIII, C.); then it shall be double time. 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. The employee(s) will be permitted to leave the work site when the work assignment is completed unless the employee's scheduled work shift has commenced.

B. 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, 3.5 hours minimum compensation for 35 hour a week employees, and 3.75 hours minimum compensation for 37.5 hours a week employees. Actual hours worked replaces such guaranteed hours where the regular shift begins prior to the guaranteed number of hours. Any employee who is directed to clock/sign out and return to work before his/her next scheduled shift is subject to call-in pay. (The preceding, however, does not apply to clocking/signing out for meal breaks.)

4. Compensatory time.

Sick time and administrative time shall not be included for the purpose of computing overtime.

F. Notwithstanding the use of language in this Article referencing “paid” overtime, an employee is entitled to receive cash compensation or compensatory time off at their option for all overtime hours in accordance with County policy and the Fair Labor Standards Act.

G. Employees using their personal vehicles to go to different job locations to work shall be paid the standard county mileage rate to and from the other location.

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

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

E. Vacations shall be scheduled and granted for periods of time requested by the employee subject to management’s 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. Vacation time may be taken in increments of one-half day, provided scheduling is made at least forty-eight (48) hours in advance.

F. 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.

G. An employee who becomes ill during his/her vacation, will not be charged vacation leave, but rather sick leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.

H. 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.

I. Any employee separated from the service of the Employer 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 his/her current rate of pay.

J. An employee who separates from the County having used advanced vacation shall be responsible for reimbursing the County all monies due as a result of such utilization except when separation occurs as a result of layoff or bumping.

K. Employees transferred into the unit who had more vacation as management employees will not lose their vacation. The number of days they were entitled to will be frozen until the schedule in this Agreement catches up to that entitlement.

### **ARTICLE XIII OVERTIME**

A. Overtime shall be assigned by rotation in order of seniority. The Employer shall maintain a list reflecting accurately all overtime assigned and actually worked. Such list shall be made available to the Union upon request of the Union. In the event the required manpower is not produced by this system, the Employer shall have the right to designate employees to work overtime in the inverse order of seniority.

B. One and one-half (1 1/2) the employee's hourly rate of pay shall be paid for overtime worked under the following conditions:

1. All work performed in excess of forty (40) hours per week.
2. All hours on the 6th day worked within an individual work week (Sunday through Saturday).

C. Two times the employee's hourly rate of pay shall be paid for all work performed on the 7th day worked within an individual work week (Sunday through Saturday).

D. Notwithstanding any of the above, whenever any employee works seven (7) consecutive days regardless of when the first day started, they will be on time and one-half for the 6th day or double time for the 7th day.

E. The following shall be regarded as "hours worked" for the purpose of computing overtime:

1. All hours actually worked;
2. Scheduled Holidays;
3. Vacations;

**ARTICLE XII  
HOURS OF WORK**

A. The work week shall consist of five (5) consecutive work days, Monday through Friday from 8:00 a.m. to 5:00 p.m., in a pre-established work schedule except for those employees that are on a continuous shift and 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 and a fifteen minute break in the morning and afternoon to be scheduled with the approval of management. No current employees who are on the County payroll as of the effective date of this Agreement shall be placed on a rotating shift, nor shall their shifts be rotated.

B. The County, in its discretion, may establish a flextime schedule with the consent of the affected employees.

C. Fifteen (15)-days notice will be provided when the County changes an employees work schedule or work hours.

**ARTICLE X  
SICK LEAVE**

A. Permanent employees shall be entitled to the following sick leave with pay as accrued: One (1) working day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 ¼ 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.

B. 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, or 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, except as set forth in paragraph C below.

C. Any employee covered under the terms of this Agreement who "retires" from County service under the Public Employees Retirement System (P.E.R.S.) shall be paid 50% of accrued sick leave, up to a maximum of \$15,000 gross wage. The definition of "retire" is found in Article XXV, Paragraph B.

D. 1. If an employee is absent for five (5) consecutive working days or more than eight (8) days in a twelve

(12) month period in which the employee establishes a pattern of absence that gives reason to suspect abuse of sick leave, the County may require evidence such as a doctor's certificate. The doctor's certificate shall have the length of time the employee will be absent.

2. Employees may provide medical notes for any illness, whether it is required or not. Such medical notes shall be transmitted to the County Personnel Office by the supervisor and will be considered prior to any disciplinary action being taken. Use of sick leave for purpose of bereavement leave based upon verified family death or use of leave for medically verified illness, including family members, will not be considered abuse. The twelve (12) month period set forth above shall start on 1/1 of each calendar year and end on 12/31 of that year. On January 1 a new record will begin.

E. 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 (1) hour after the beginning time of the employee's scheduled work day. Those employees in 24 hour operation shall notify their immediate supervisor by telephone or personal message two (2) hours prior to the start of the scheduled shift. If not done, he/she shall be considered absent without pay. Days lost to injury or illness arising from or caused by County employment for which the employee has received Workers' Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be charged to sick leave if procedures in Article VIII, Paragraph L, are followed.

J. Bereavement Leave. An employee may take up to three (3) paid days per year as bereavement leave upon the death of an "immediate family" member. "Immediate family" shall include those persons listed in the DOP regulations. Sick leave may be requested for use in conjunction with bereavement leave. Verification of death may be required by the County. Bereavement leave must be taken contemporaneously with the death.

19. Notification of Leave Designation. The Division of Human Resources shall review all requests for time off which may qualify as FMLA/FLA leave and notify the requesting employee of the designation of the leave in accordance with the regulations through the use of the county notification form. If the county is unable to immediately obtain sufficient information to confirm eligibility as FMLA/FLA leave, the leave may be provisionally designated as FMLA/FLA leave pending confirmation. If further investigation fails to confirm a qualifying reason, the FMLA/FLA designation may be withdrawn on written notice to the employee.

20. Exercise of rights. The County shall not take any adverse action against an employee who exercises his or her rights under the FMLA or FLA.

H. Jury Duty. Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Employees serving as jurors will receive full pay at straight time rate from the County for all time served on jury duty. Any pay received from the courts, excluding travel allowance, for serving as a juror shall be returned to the County Treasurer. This leave shall be in addition to annual vacation leave.

I. Absence Without Leave.

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.

F. 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.

G. Part-time employees shall be entitled to sick leave with sick days being prorated on the basis of a ratio, the numerator of which shall represent the number of hours worked and the denominator being the number of hours allocated to the respective position, (i.e., either 35 or 40 hours depending upon the position).

Temporary employees hired by the County prior to January 1, 1987 shall be entitled to the following sick leave with pay as accrued:

1. One (1) working day sick leave with pay for each month served per year during such temporary full-time employment.

2. Employees hired on a daily or seasonal basis are not eligible for sick leave.

H. Temporary employees hired on or after January 1, 1987 are not eligible for sick leave.

I. Any employee utilizing less than thirty-six (36) hours (for 7 hour employees) or forty-one (41) hours (for 8 hour employees) of sick time (to include all uses of sick time) in a calendar year, will receive an annual bonus in the amount of \$350. This annual bonus shall be applicable to full time employees only and part-time, temporary or seasonal employees shall not be entitled to this annual bonus. Employees must be onboard for the entire calendar year and have no "W" time or suspensions or LAW(s) during the calendar year, except that no employee will be excluded from eligibility for having accumulated one hour or less per year of "W" time due to tardiness.

**ARTICLE XI  
LEAVES OF ABSENCE**

A. 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.

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

C. An 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 on return to service, or 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 appointing authority 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 (6) months with Department Head and appointing authority approval. 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.

D. 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 to his/her

Failure to provide a return to work certification may result in delay of restoration to employment until the certification is submitted.

15. Period Within which Leave can be Taken. The period within which leave can be taken will be measured forward from the date the employee's first FMLA/FLA leave begins.

16. Outside Employment. Both the FMLA and the FLA have regulations and restrictions concerning outside employment during qualifying leave. An employee should contact Human Resources for information on the ability to work another job while on FMLA /FLA leave.

17. Return to Work. The County requires an employee to report periodically on the employee's status and intention to return to work. The employee may return to work earlier than originally anticipated provided the employee gives the county two business days notice and a new medical note.

18. Determination of Leave Eligibility. The determination of whether an employee is entitled to FMLA/FLA leave and the amount of FMLA/FLA leave entitlement is to be made by the Division of Human Resources. Each department is responsible for notifying the Division of Human Resources of the following:

- a. any employee requests for FMLA/FLA leave.
- b. employee requests to use sick or other leave for reasons that qualify as a serious health condition.
- c. The name of any employee who has been out sick for six consecutive work days.
- d. the name of any employee who has no paid leave time available but needs to be absent from work due to a qualifying FMLA/FLA reason.



a. **Initial Certification.** An employee must return the County Medical Certification Form as soon as possible, but no later than 15 calendar days after being informed of the need to provide certification. Failure to provide the certification in a timely manner may result in delay of the leave until the certification is received for foreseeable leave, and for unforeseeable leave, result in the delay of the continuation of the employee's leave until the certification is received. If the County Medical Certification Form is never presented by the employee, the leave will not be FMLA/FLA leave.

b. **Confirmation of Certification.** The County may, at its own expense, require an employee to obtain a second medical certification from a health care provider. The County may choose the health care provider for the second opinion with certain restrictions. If the opinions of the employee's and the County's health care providers differ, the County may require the employee to obtain a certification from a third health care provider at the County's expense. This third opinion, by a health care provider jointly approved by the County and the employee, shall be final and binding.

c. **Recertification.** The County may require an employee to submit subsequent recertifications on a periodic basis as provided under applicable law. The employee is responsible for the cost of the recertification. Failure to provide the recertification may result in the delay of the employee's continuation of FMLA/FLA leave.

d. **Certification of Fitness to Return to Work.** The County will require a certification of fitness to return to work under the same conditions as set forth in the paid sick leave policy.

official duties for a period not exceeding one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

E. **Military Leave.**

1. Any 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.

2. 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 United States 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 on active duty with the Armed Forces of the United States shall be regarded as having resigned.

F. Dependent care leave shall be granted in accordance with the Family Leave Act.

G. **FMLA/FLA**

1. It is the policy of Atlantic County Government, as a covered employer, to comply with the Family and Medical Leave Act (FMLA) and the Family Leave Act (FLA). Applicability of FMLA/FLA leave will be determined with reference to the statutes and their accompanying regulations. Employees should contact

Human Resources for assistance and information on specific situations.

2. Definitions:

a. Child. Child means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

b. Immediate Family. Parent, child or spouse as defined in 29 CFR § 825.200(9); NJAC 4A:6-1.21(b)(7).

c. Key Employee. An employee who is among the highest paid 10% of all County employees; whose base salary is within the highest 5%; or whose base salary is one of the seven highest.

d. Parent. Parent means a person who is the biological parent, adoptive parent, foster parent, stepparent, parent-in-law (not included under FMLA), or legal guardian, having a “parent-child relationship” with a child as defined by law or having sole or joint custody, care, guardianship, or visitation with a child.

e. Serious Health Condition. Serious Health Condition means an illness, injury, impairment, or physical or mental condition which requires:

- i. inpatient care in a hospital, hospice or residential care facility; or
- ii. continuing medical treatment; or
- iii. continuing supervision by a health care provider.

FMLA/FLA leave 30 days in advance or as soon as practicable for birth, placement, or adoption of a child, and at least 15 days in advance or as soon as practicable for the serious health condition of the employee or an immediate family member. Failure to provide advance notice may delay the granting of FMLA/FLA leave until 30 or 15 days, as applicable, after notice is given.

b. Unforeseen Circumstances. When leave is not foreseeable, the employee is required to provide notice of the need to take FMLA/FLA leave as soon as practicable. Except in extraordinary circumstances, that would be no later than one or two working days. Initial notification may be oral to the department designee. The County may require written confirmation.

c. An employee must provide sufficient information to the county to establish an FMLA/FLA qualifying reason for the requested leave.

d. Requesting Leave. An employee who is requesting FMLA/FLA leave shall complete the County Request for Leave and submit it to their supervisor within the time frame for notice.

14. Certification. The County requires the need for leave for the serious health condition of an employee or the employee’s immediate family member be supported by a certification issued by a health care provider. The County Medical Certification Form is to be used for this purpose. No other less comprehensive form or note will be accepted. The County also requires an employee to provide reasonable documentation or a statement of family relationship if the leave is to care for family members.

10. Accrual of Pension Benefits. An employee does not earn service credits while on an unpaid leave of absence. Pension credit accrues as usual for paid leaves. For unpaid leaves, pension credit will not accrue. However, employees may have the opportunity to purchase the time, up to two years, by contacting the Division of Pensions within one (1) year of returning to active employment.

11. Recovery of Costs of Maintaining Benefits. If you do not return to work following FMLA leave for a reason other than: 1) the continuation, recurrence or onset of a serious health condition which would entitle you to FMLA leave; or 2) other circumstances beyond your control, you may be required to reimburse the County for the County's share of health insurance premiums paid on your behalf during your FMLA leave.

12. Reinstatement Rights. At the expiration of an employee's FMLA/FLA leave the employee is entitled to be restored to the position held by the employee when the leave commenced or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment, unless the employee would have lost his or her position without regard to the leave, such as in a reduction in force. Special rules may apply to Key employees.

a. Employees who use leave beyond their FMLA/FLA entitlement are not covered by the FMLA/FLA protections, such as reinstatement, continuation of medical coverage, etc. once their FMLA/FLA leave entitlement is exhausted.

13. Notification by Employee.

a. Foreseeable Circumstances. The employee is required to provide written notice to the county of the need to take

f. Spouse. A husband or wife as recognized by state law.

g. Hours worked. For purposes of determining eligibility, hours worked means the actual hours worked as determined under the principles of the Fair Labor Standards Act.

3. Eligibility:

a. FLA leave:

i. The employee has worked for the County for a total of 12 months; and

ii. The employee has worked a minimum of 1000 hours in the past 12 months.

b. FMLA leave:

i. The employee has worked for the County for a total of 12 months which need not have been consecutive, and

ii. The employee has worked a minimum of 1250 hours in the past 12 months.

c. Special rules apply to Key employees Contact Human Resources for details.

4. Leave Entitlement.

a. FMLA leave. An employee is entitled to a total of 12 work weeks of unpaid leave during a rolling 12 month period measured forward, for any of the following reasons:

i. birth, adoption or placement for foster care of a child.  
ii. to care for an immediate family member (spouse, parent or child) with a serious health condition.  
iii. the employee's own serious health condition.

b. FLA leave. An employee is entitled to a total of 12 work weeks of unpaid leave during a rolling 24 month period measured forward, for any of the following reasons:

i. birth, adoption or placement for foster care of a child.  
ii. to care for an immediate family member (spouse, parent or child) with a serious health condition.

NOTE: Because of the interaction of the FMLA and FLA there are some situations in which the length of leave entitlement will differ. Also, leave for the birth, adoption or placement of a well child must be commenced within one year of the date of birth, adoption or placement and may be spread over a maximum period of 24 months. Consult Human Resources for specific leave determination.

5. Intermittent and Reduced Leave.

a. Intermittent and reduced leave are available under both the FMLA and FLA.

b. For FMLA/FLA leave taken for the birth or placement of a child, use of reduced or intermittent leave requires the consent of the county unless a serious health condition is involved.

c. Employees must make a reasonable effort to schedule reduced or intermittent leave so as not to disrupt the operations of the county.

6. Spouses. In conformance with New Jersey law, where a husband and wife both work for Atlantic County, they will not be required to share leave time.

7. Paid or Unpaid/Relation to Other Leave Provisions.

a. The County will designate all qualifying absences, as FMLA/FLA leave. The leave will run concurrent with absences including, but not limited to Workers' Compensation, State Disability, a Medical Leave, a Personal Leave, the Disability Pool Program, Vacation, Administrative Leave and Sick Leave.

b. However, an employee may choose to use paid leave during an absence for an FMLA/FLA qualifying reason so that paid leave would be used concurrently with the unpaid FMLA/FLA entitlement. The County will not require employees to use paid leave time while out on FMLA/FLA leave.

8. Health Benefits. An employee who is absent under FMLA/FLA leave will have his/her health benefits maintained.

9. Other Benefits. It is the County's policy to maintain the following benefits under the indicated circumstances:

Life Insurance. For unpaid leaves, pension life insurance will continue for a period of up to two years.