

AGREEMENT

between

COUNTY OF ATLANTIC

and

AFSCME LOCAL #2302

JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

COUNTY AFFILIATION NUMBER 15

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## ARTICLE 1 – GENERAL PROVISIONS

### 1.01 PURPOSE OF AGREEMENT

This Agreement between the County of Atlantic, (herein called the “Employer” or the “County”) and AFSCME Council 71, and its affiliated local, Local #2302 (herein called the “Union”), collectively referred to as “the Parties”.

A. The Employer and the Union enter this Agreement with the expectation that its implementation will enhance the ability of the Employer and the Union to serve their constituents.

B. The parties recognize that it is the responsibility of the Employer to provide the highest quality public service 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 as applicable.

C. The employer and the Union have entered into collective negotiations and have documented the results thereof in writing.

D. This Agreement has as its purpose:

i. To achieve and thereafter maintain a harmonious relationship between the Employer and the Union.

ii. The establishment of an equitable and peaceful procedure for resolution of differences.

iii. The establishment of rates of pay, hours of work and other terms and conditions of employment.

iv. Whereas the Employer and Union hereto have entered into collective negotiations and desire to document the results thereof in writing.

## 1.02 RECOGNITION AND DEFINITION OF TERMS

### A. RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for those titles listed in Appendix "I" and other classifications that the parties may mutually agree to, subject to the approval of the County. All other Employee classifications are excluded from this Agreement.

The Employer and the Union recognize the rights and obligations of the parties negotiate wages, hours and other terms and conditions of employment such as policy and procedures manual 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.

### 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 Appendix "I".

(2) "Union" refers to Council 71 and the constituent local, AFSCME and its affiliated local, Local 2302 at various job sites.

(3) "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.

(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) "Employer" means the County of Atlantic.

### 1.03 DUES AND REPRESENTATION FEES

The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME, Local 2302, District Council #71. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974, N.J.C.S.A. (R.S.S. 214-15, 9E) as amended, and members shall be eligible to withdraw such authority during January and July of each year.

A. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the County.

B. The aggregate deductions from all employees shall be remitted to the Treasurer of the Local together with the list of names of all Employees for whom the deductions were made by the 10th day of the succeeding month after such deductions were made.

C. In months during which three (3) pay days fall, the dues deduction in the third pay period shall be remitted to Local 2302.

D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish to the County an official notification on the letterhead of the Union and signed by the President of the Council advising of such changed deduction.

E. The Union will provide the necessary "check-off" authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Treasurer.

F. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Union or the County in reliance upon official notification on the letterhead of the Union and signed by the President of the Council advising of such changed deduction.

G. The County agrees to deduct monthly PEOPLE'S dues from the pay of those employees who individually request by official Union Authorization form and present same to the County Treasurer.

H. The County agrees to deduct the Agency Shop fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

I. The deduction shall commence for each employee who elects not to become a member of the Union during the months following written notice from the Union of the amount of the Agency Shop assessment. A copy of the written notice of the amount of the Agency Shop assessment must also be furnished to the New Jersey Public Employment Relations Commission.

J. The Agency Shop fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessment of the Union, less the cost of benefits financed through the dues available only to members of the Union, but in no event shall the amount exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

K. The sum representing the Agency Shop fee shall not reflect the cost of financial support of political causes of candidates, except to the extent it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours of work and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.

L. The Union shall establish and maintain a procedure whereby any individual paying Agency Shop fees can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.

M. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by action taken by

the County in reliance upon salary deduction authorization cards or the Agency Shop assessment information as furnished by the Union to the County, or in reliance upon the official notification on the letterhead of the Union and signed by the Council President advising of any changed deduction.



#### 1.04 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, national origin, religious or political affiliation/opinions, sexual orientation/preference, armed forces obligations, physical handicaps or Union activity.

B. Qualified handicapped individuals are insured the same employment rights as all applicants except where physical or mental handicap is a bona fide occupational disqualification. A qualified handicapped individual is one who is capable of performing a particular job with "reasonable accommodation" by the employer to his/her handicap but who:

1. Has a physical or mental impairment which substantially limits one or more of his/her "major life activities", and which is likely to create difficulty with respect to employment opportunities, or
2. Has a record of, or is regarded as having such an impairment.

C. Allegations of discrimination under this Article shall not be pursued through the grievance procedure set forth elsewhere in this Agreement but through the appropriate administrative or Judicial forum, i.e.; Division of Civil Rights, E.E.O.C. and etc.

## 1.05 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.

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. Access to bulletin boards shall not be unreasonably denied, and keys where utilized shall be made available to the Union.

C. Whenever any representative of the Union or any employee is scheduled by the Employer to participate during working hours in negotiations or grievance proceedings, such employee shall suffer no loss in pay.

D. The Employer will give release time with pay for a total of 33 days a year in the aggregate for Union matters which may be taken in increments of one (1) hour. Union release time will be increased by 10 days in even numbered years during which there is a convention.

E. All requests for Union time off must be received by the employee's supervisor five (5) working days in advance of the requested time off. The employee shall receive a response three (3) working days after submission of the request. The Local Union President and/or their designee may have leave time approved with shorter notice in the event of emergent circumstances that were not reasonably foreseeable. In the event of short notice by the Union, the Employer shall provide a response as soon as possible and requests shall not be unreasonably denied.

F. Whenever any employee of the County is required to attend a mutually scheduled PERC hearing or conference on behalf of the Union, said employee shall suffer no loss of regular pay or be charged for sick leave or vacation leave for a maximum of four (4) days per year.

G. The County agrees to send to the Local President and Council 71 copies of all job announcements in the County of Atlantic and all promotional announcements within the Department of County no less than 10 working days after posting. The President or designee will be permitted to make a photocopy of all other promotional announcements.

H. The County will make available to the Union the current organizational chart in use for the County of Atlantic. Changes in the chart will be made available to the Union within 30 days of occurrence. At any initial training of a new hire, the County shall allow a Union representative the time to introduce themselves to the new employee. The Union representative shall be permitted to introduce the Union benefits and provisions to the new employee.

I. The Department Head or Director within applicable departments of the County and other members of Management shall hold special meetings or conferences with an equal number of Union representatives whenever:

1. There are any changes in the present administrative guidelines which might affect the daily responsibilities of casework or cause a significant change in same.
2. There are any new or additional programs added to the present system.
3. A special meeting shall be called 90 days in advance in order to allow input into the implementation of said plans.

## 1.06 MANAGEMENT RIGHTS

A. The Employer 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 N.J. Civil Service Commission and PERC law as amended;
- (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 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) To take disciplinary action for just cause pursuant to New Jersey law regarding progressive discipline.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Employer, the adoption of reasonable 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 written terms of this Agreement and then only to the extent such 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 Employer, 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.

### 1.07 NEGOTIATIONS PROCEDURE

The Agreement shall be automatically renewed except for compensation issues addressed herein Article 2 “Financial Provisions” that specifically terminate from year to year thereafter, unless either party shall notify the other in writing ninety (90) 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 sixty (60) 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 preceding paragraph.

## ARTICLE 2 - FINANCIAL PROVISIONS

### 2.01 HOURS OF WORK

A. The normal work week shall consist of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week, Monday through Friday.

B. Within the following schedules, the individual employee will have a choice, which once selected will remain in effect for a period of at least six (6) months for the individual employee.

8:30 - 4:30 w/one hour for lunch

8:30 - 4:00 w/one-half hour for lunch

9:00 - 4:30 w/one-half hour for lunch

9:00 - 5:00 w/one hour for lunch

C. Employees shall have the opportunity to use flextime with the approval from the immediate supervisor. The employer may permit a flextime schedule to accommodate operational and/or employee needs. The flextime option will be administered by the employer. Approval shall be equitably applied and not unreasonably denied.

D. All lunch breaks shall be taken between the hours of 11:30 a.m. and 2:30 p.m., with the latest lunch hour commencing no later than 1:30 p.m., unless an employee is prevented from taking lunch during those hours at the direction of the supervisor.

E. Schedule selection shall take place for all employees on October 1, for the period beginning January 1 and on May 1 for the period beginning July 1. New hires or employees transferring into a vacant position shall assume the schedule of the person they are replacing, and new hires or employees transferring into a newly created position shall have their schedule assigned by management until the next selection period. With regard to the voluntary scheduling system set forth herein the Employer reserves the right to determine the hours and levels of coverage needed at each work station. In the event coverage is not achieved through the

employees' selection, the Employer may require the least senior employee or employees at each station to alter their schedule.

**F. Acts of God Limiting Transportation.** When an employee is physically prevented from traveling to work (when public transportation is not operating or when County vehicles are unable to transport the employee as a result of an Act of God, such as a snowstorm, or other extraordinary conditions), the employee shall be permitted to utilize administrative leave/vacation leave rather than losing pay. If an employee has no remaining administrative leave or vacation leave, he/she shall be permitted to take an unpaid leave of absence and no "W" times will be assessed. Entitlement under this paragraph shall be at the discretion of the County and shall not be arbitrarily and unreasonably denied. However, if the County Executive declares the day a Countywide emergency day wherein all other employees receive pay, employees under this Agreement shall also be paid.

**G. Non-Essential Employees during a State of Emergency Banning Travel in Atlantic County.** In the event the State or the County Executive declare a state of emergency banning the public from traveling on the roadways of Atlantic County and preventing non-essential employees from working, such non-essential employees in the Union shall be paid as all other non-essential County employees who are prevented from going to work during the emergency ban on travel in Atlantic County. If non essential employees are required to remain at work during a state of emergency banning the public from traveling on the roadways of Atlantic County, such employees shall be paid in accord with the provisions for essential employees directly below.

**H. Essential Employees During a State of Emergency Banning Travel in Atlantic County.** In the event the State or the County Executive declare a state of emergency banning the public from traveling on the roadways of Atlantic County, essential employees required to go to work during a state of emergency banning travel on the roadways of Atlantic County, and essential employees at work who cannot leave during a state of emergency banning travel on the roadways of Atlantic County, shall receive an hour of comp time for each hour worked during the emergency ban on travel on the roadways of Atlantic County. Employees may also be



entitled to payment of overtime should the employee in a given set of circumstances qualify for the payment of overtime.

2.02 COMPENSATION

A. **2011 Salary** effective and retroactive to January 1, 2011. \$700.00 increase to salary for employees making \$35,000.00 or less, and 2% increase to employee's previous year's salary if they make more than \$35,000.00.

B. **2012 Salary** effective and retroactive to January 1, 2012. \$714.00 increase to salary for employees making \$35,700.00 or less, and 2% increase to employee's previous year's salary if they make more than \$35,700.00.

C. **2013 Salary** effective and retroactive to January 1, 2013. \$729.00 increase to salary for employees making \$36,414.00 or less, and 2% increase to employee's previous year's salary if they make more than \$36,414.00.

D. Increases are effective January 1 of each year and any employee on board immediately prior to January 1 is entitled to receive the raise for the ensuing year.

E. To receive amounts in A through D employee must be on board as of January 1st of the year of the increase.

F. No retroactive payment of any kind shall be paid to any employee who separates from employment prior to the date on which the Board of Freeholders approves the contract.

G. Minimum salaries for the term of this agreement are as follows:

| Grade |          |
|-------|----------|
| A     | \$24,050 |
| B     | \$25,150 |
| C     | \$26,150 |
| D     | \$28,150 |
| E     | \$29,650 |
| F     | \$30,650 |
| G     | \$34,650 |

H. **Promotional Increases.** Beginning January 1, 2013, any employee who is promoted or reclassified to another title with a higher salary grade shall have his or her salary adjusted as follows:

i. For an increase of one grade, a 4% salary increase or minimum salary for the new grade, whichever is greater.

ii. For an increase of two grades, a 5% salary increase or minimum for the new grade, whichever is greater.

iii. For an increase of three grades, a 6% salary increase or minimum salary for the new grade, whichever is greater.

iv. Pay Schedules will be provided at the beginning of each year.

v. Promotional increase rates in the 2007-2010 Agreement shall control all promotions occurring prior to January 1, 2013.

### 2.03 LONGEVITY

Employees under fifteen (15) years and one (1) day of service get the higher of the amount currently received or the amount according to table below:

After 5 years of service - \$600.00

After 10 years of service - \$800.00

After 15 years of service - \$1,000.00

After 20 years of service - \$1,200.00

Employees over fifteen (15) years and one (1) day of service get longevity pursuant to the 1995-1998 contract with such longevity to be capped at \$2,103.00.

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

## 2.04 STANDBY PAY

In the event that an employee is authorized and required to be on standby and wear a beeper or other similar electronic device, he/she will be compensated for the following flat rate schedule:

8 hour standby shift - \$3.75 per shift

16 hour standby shift - \$7.50 per shift

24 hour standby shift - \$11.25 per shift

Should an employee be required to report for duty during this standby shift to deal with a problem, he/she will be compensated as indicated in Article 2, subsection 2.06 - Call-In Pay, in addition to the above stated flat rates, and consistent with the Fair Labor Standards Act.

The employer will require standby situations only for state mandated 24 hour programs/operations. The above pay schedule will apply to these situations only.

## 2.05 OVERTIME

A. Overtime - When overtime is authorized by the Department Head, it shall be performed by an employee to provide extra services entirely outside of the regularly prescribed hours of duty. Such services shall be independent of the regular routine duties of the employee so assigned, unless extraordinary circumstances or special projects require that it be the same duties in order to meet essential services or requirements in a timely manner. Overtime shall be offered by the employer to the most senior employee first.

B. When, by reason of the pressure of official business, an employee works on a holiday (as defined in Article 2, subsection 2.07) or outside of the regularly prescribed hours of duty, the employee is entitled to receive cash compensation or compensatory time off at their options, for his/her overtime employment beyond 40 hours in any given work week at a rate of 1 1/2 times the regular rate at which he/she is employed. For hours worked in any given work week between 35 and 40 hours, an employee is entitled to either compensatory time off or pay at their option on an hour-for-hour basis at straight time pay rates. No work outside regularly scheduled hours may be performed without the express prior authorization of the responsible supervisor.

## 2.06 CALL-IN PAY

An employee who has been called in to work in addition to his/her regularly prescribed hours of duty shall at their option be paid at the appropriate overtime rate or be provided with the compensatory time off as indicated in Article 2, subsection 2.05, with a minimum of two (2) hours for call-in. Call-in pay shall begin when the employee receives notification from someone in authority and agrees to the assignment, so long as the employee reports to the assignment within a reasonable time after notification giving due allowance for the distance to be traveled by the employee to the work site or the assignment site. Call in pay ends when the employee's regular work shift begins or when the call-in work is completed and the regular work shift has not yet begun. Employees will be permitted to leave the work site when the work assignment is completed unless the employee's scheduled work shift has commenced.

## 2.07 HOLIDAYS

A. The following days shall be recognized as holidays:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) Lincoln's Birthday
- (4) Washington's Birthday
- (5) Good Friday
- (6) Memorial Day
- (7) Fourth of July
- (8) Labor Day
- (9) Columbus Day
- (10) General Election Day
- (11) Veteran's Day
- (12) Thanksgiving Day
- (13) Christmas Day

Whenever any such day falls on a Sunday, it will be observed on the following day or if it falls on a Saturday, the preceding Friday. Holidays also include those days established from time to time by gubernatorial proclamations and additional days which may be established by appropriate authority by rule, proclamation, or order in a given locality as holidays for public employees in that locality.

B. If a holiday as indicated above occurs while an employee is on leave with pay (excluding educational leave), the day shall be recorded as a holiday instead of sick or vacation leave. Holidays do not accrue during any leave of absence. If an employee is absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.



## 2.08 VACATION

- A. Full-time employees may be granted vacation leave as follows:
- i. One (1) working day for each month of service or major fraction thereof during the remainder of the calendar year following date of appointment;
  - ii. After one year of service through five years of service, twelve (12) working days per year;
  - iii. After five years of service through twelve years of service, fifteen (15) working days per year;
  - iv. After twelve years of service through twenty years of service, twenty (20) working days per year;
  - v. After twenty years of service, twenty-five (25) working days per year.

Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the Employer or other county office of the same county, provided there is no break in service of more than one week. Any increase in vacation days based on years of continuous County service will be credited at the beginning of the calendar year in which the employee attains it, with the anticipation that his/her employment will be continuous throughout the calendar year.

- B. Part-time employees will earn vacation leave on a prorated basis.
- C. Seasonal employees are not entitled to vacation leave.
- D. Employees resigning or retiring shall be granted vacation leave pro-rated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.

Any employee separated from the service of the County for any reason, including resignation or retirement, prior to exhausting all his or her vacation, shall be compensated in a lump sum for the unused vacation he/she accumulated up to the time of separation.

E. Accumulation of vacation - where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such leaves of absence or parts thereof not granted shall accumulate and may be carried over to the next succeeding calendar year only.

F. Vacation for Veterans - A returning veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.

G. Deceased Employees - Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, within the limits set forth in "E" above, based on the last approved compensation rate for the deceased employee.

H. Vacation leave days accumulate and are credited at the beginning of the calendar year. They shall be advanced as follows:

- i. First calendar year of service - As earned only.
- ii. After first calendar year thru five (5) years of service - 50% of the days accumulated and credited on January 1st each year.
- iii. After July 1st the remaining allocated balance of such days not used.
- iv. After five years of service - 100% of the days accumulated and credited on January 1st each year.

The advancement of the aforementioned leave days is based on the fact that it was anticipated that the employee's employment would be continuous throughout the calendar year, therefore, any advance leave days used but not earned will have to be recouped by the end of the calendar year.

The advancement of time is an employee convenience; time is still earned on a monthly basis and upon separation from the service of the employer, advanced time which was paid but not earned, will be recouped on an hour-for-hour basis.

I. Vacations will be granted, 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 any given time, the employee with greatest seniority, (as it relates to total years of service with the County) shall be given preference in vacation scheduling.

J. Vacations may be taken in increments of 1/2 day. Vacations may also be taken in one (1) hour increments with approval as detailed in 1/2 day vacations.

K. The requesting procedure is as follows:

i. For one-half (1/2) day vacation - Approval needed from the Department Head or his/her designee one (1) working day in advance.

ii. For one (1) day vacation - Approval needed from the Department Head or his/her designee two (2) working days in advance.

iii. For two (2) or three (3) days vacation - Approval needed from the Department Head or his/her designee three (3) working days in advance.

iv. For more than three (3) days vacation - Approval needed from the Department Head or his/her designee ten (10) working days in advance.

## 2.09 SICK LEAVE

### A. Definition

Sick leave means the absence of an employee from duty because of illness, injury, pregnancy disability (during the period of actual incapacitation as shown by a physician's certificate), exposure to contagious disease, necessary attendance upon a member of the immediate family seriously ill, death in the immediate family or other relatives living in the employee's household. A physician's certificate may be required whenever an employee is on sick leave for four (4) consecutive working days or more. "Immediate family" is defined by N.J. Administrative Code.

B. Any time the Employer reasonably suspects abuse of sick leave, the Employer may likewise require medical evidence.

C. (1) If an employee is absent for four (4) or more consecutive working days for any reason set forth in the above, the employee may be required to produce medical evidence.

(2) Medical evidence may be required for every usage of sick leave beyond the utilization of eight (8) individual incidents in a calendar year.

(3) Evidence of sick utilization shall be in the form of a physician's note which states the date of illness and provides medical justification for absence.

(4) The County reserves unto itself the right to send an employee to an appropriate County appointed specialist to verify the usage of sick leave if County suspects abuse of sick leave.

D. 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 employee fails to comply with this procedure he/she shall be considered absent without pay.

E. Days lost due to injury or illness as a direct result of or arising out of the employee's employment with the Employer for which the employee has a claim for Worker's Compensation; these days shall not be charged to sick leave except for the five days indicated in Article 2.11.

F. Paid holidays occurring during a period of paid sick leave shall be recorded as a holiday instead of sick leave.

G. Employees shall be notified biweekly of the number of unused sick days and vacation days to their credit. The Union shall be provided with a list on an annual basis if requested.

H. Permanent and Provisional employees shall be entitled to the following sick leave with pay as accrued:

i. Employees will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first calendar year of employment and fifteen (15) days annually thereafter.

ii. Employees resigning or terminating their services with the County shall be permitted to use only that sick leave for the reasons defined in paragraph "A" which has been earned and accumulated up to the date of termination on a pro-rated basis. The unused portion of sick leave will be accumulated without limit.

Sick leave days accumulated and credited at the beginning of the calendar year shall be advanced on the following basis:

i. First calendar year of service - As earned only.

ii. After first calendar year thru five years of service - 50% of the days accumulated and credited on January 1st each year.

iii. After July 1st the remaining allocated balance of such days not used.

iv. After five years of service - 100% of the days accumulated and credited on January 1st each year.

v. The advancement of the above leave days is based on the fact that it was anticipated that the employee's employment would be continuous throughout the calendar year, therefore, any advance leave days used but not earned will have to be recouped by the end of the calendar year.

vi. The advancement of sick leave days is an employee convenience; sick leave is still earned on a monthly basis and upon separation from the service of the Employer, advanced sick leave which was paid but not earned, will be recouped on an hour-for-hour basis.

I. Temporary employees working for the Employer shall be entitled to sick leave with pay as accrued on the basis of one working day's sick leave with pay for each month served per year during such full-time employment.

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

K. All employees who retire from the Public Employee's Retirement System shall be entitled to receive a lump sum payment for unused accumulated sick leave. This shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement provided such payment shall not exceed \$15,000.00. The definition of "retiree" is found herein Article 2, subsection 2.11(B).

L. **Sick Leave Stipend.** Beginning on January 1, 2013, 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) in a calendar year, will receive an annual bonus in the amount of \$350. Use of FMLA sick leave shall count toward an employee's total use of sick hours in determining eligibility for the sick leave bonus. 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 on board 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.

**M. Additional Perfect Attendance Bonus for Employees Hired Prior to January 1, 2013.** Only employees hired prior to January 1, 2013 who are full time employees and are on board for the entire calendar year shall be eligible for an annual perfect attendance bonus of \$250.00 in addition to the above noted “Sick Leave Stipend”. Annual perfect attendance excludes only administrative time, approved furlough time, and vacation time. All other absences shall disqualify an employee from receiving a perfect attendance bonus.

**N.** The terms of the sick leave stipend in Article IX of the 2007-2010 agreement between the Parties shall control attendance stipends and bonuses in years prior to the 2013 calendar year.

## 2.10 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 New Jersey Civil Service Commission 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 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, the Employer, and the New Jersey Civil Service Commission, 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 upon similar approval. Employees shall not be granted leave to accept employment outside of Atlantic County. 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 upon request and with the approval of the Employer, and the New Jersey Civil Service Commission, 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 shall receive such leave with pay as required by law. Approved military leave shall be in addition to vacations.

B. Pregnancy Disability/Child Care Leave

Employees shall be eligible for pregnancy disability/child care leave.

All permanent employees of the Employer who become pregnant shall be granted childbirth (pregnancy disability/child care leave) leave upon request as follows:

An employee shall submit written notification to his/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, pregnancy disability/child care leaves may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed twelve (12) 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 pregnancy disability/child care leave, the duties of his/her position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a provisional or temporary employee

In accordance with New Jersey Civil Service Commission Regulations an employee has the right to return to his/her permanent title in the same classification she held before going on pregnancy disability/child care leave.

Upon return from pregnancy disability/child care leave, an employee shall retain all seniority and pension rights that had accrued up to the time of his/her leave, but these

rights shall not accrue during the approved pregnancy disability/child care leave without pay.

An employee who is on pregnancy disability/child care leave without pay is entitled to use accrued sick leave (for the period that he/she is unable to work as certified by a physician). Additionally, he/she may use all accrued annual vacation and administrative leave. All other periods of leave related to pregnancy disability/child care leave shall be leave without pay. Unused sick and vacation leave shall be carried over until his/her return. An employee shall not earn annual and sick leave while she is on pregnancy disability/child care leave without pay.

C. Administrative Leave

The employee hired prior to January 1, 1986 will receive three (3) administrative days in each calendar year.

All employees in Classified Service hired on or after January 1, 1986 shall earn one-half (1/2) day of Administrative Leave after each full calendar month of employment to a maximum of three (3) days during the remainder of that calendar year, and it must be earned before it is used. After the first calendar year three (3) days of administrative leave shall be granted in each calendar year thereafter.

Administrative leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation shall be canceled. Unlike other leaves, when an employee separates, there shall be no reduction or repayment of funds for days already used in the calendar year of separation.

Administrative leave may be scheduled in units of one (1) hour or multiples thereof.

Requests for administrative leave of absence must be approved in advance by the employee's supervisor.

Administrative leave may be taken in conjunction with other types of paid leave.

D. Bereavement Leave

Bereavement leave shall be provided to all employees for up to three (3) days per incident at the time of a death in the employee's immediate family as hereafter defined:

Mother/Father

Brother/Sister

Spouse

Child

Grandchild/Foster Child

Grandparents

In-Laws

Stepchild/Step Parent

Great grandchildren

Other relatives residing in the employee's house

Bereavement Leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation from County employment shall be canceled. In the event an employee needs one more day for grieving beyond the 3 days provided above, the County shall allow the employee to use their own administrative or vacation time to be out one additional day. Use of this vacation or administrative day shall be requested by the employee in advance pursuant to applicable leave requests when possible. The County reserves the right to require proof of the death.

E. Absence Without Leave

In accordance with N.J.A.C. 4:1-17-23, an employee is absent without permission as follows:

- (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. FMLA/FLA Leave.

The County's FMLA process is contained in the County's policy which is based on Federal and State Law. The policy will stay in force until State and/or Federal law changes. At that point, the County will discuss the Federal and/or State regulations with AFSCME 2302 prior to County policy changing. All other parts of the contract remain intact.

G. Employee Subpoena and Military Examination.

Any employee who is required to appear in Court under a subpoena, unless the appearance is as an individual and not as an employee of the Employer, or to appear for military examination prior to induction, or for any other cause required by law, shall be granted leave of absence with pay. The employee must immediately notify his/her immediate supervisor of the need for such leave and furnish appropriate evidence.

## 2.11 HEALTH AND WELFARE

### A. Medical Insurance

1. Employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with any plans and provisions of the New Jersey State Health Benefits Plan (NJSHBP).

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

Employees shall comply with Chapter 78 P.L. 2011 which includes the cost share of medical and prescription plan costs. The schedule in Chapter 78 P.L. 2011 requiring employee health benefits contributions is provided herein as **Appendix II**. Employees shall not make plan contributions in addition to the statutorily mandated contributions noted above.

3. The employees and their dependents shall also be afforded optical and dental coverage through the County's own provider contracts.

4. Opt-Out: The County hereby offers an insurance health benefits opt-out which will be provided in accordance with the law(s), rules and regulations of the State of New Jersey and the provisions set forth in a document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement, available on Infoplease and from Human Resources.

5. EMPLOYEE, as used herein, means a bargaining unit member who works 25 hours or more per week and Employees hired before May 21, 2010 who continue to work a minimum of 20 hours per week or more. Eligible dependents, for comprehensive medical, hospital, and prescription drug coverage under the New Jersey State Health Benefits Program are the employee's spouse and/or children under age 26. Eligible dependents for optical and dental coverage are defined by the County's provider contracts.

6. Employees hired on or after May 21, 2010 must work 25 hours per week or more to be eligible for health benefits. Employees hired before May 21, 2010 must

continue to work a minimum of 20 hours per week or more to be eligible for health benefits.

B. Health Benefits at Retirement

An employee who retires shall be eligible for County paid health benefits for himself/herself and eligible dependents for three (3) years after retirement, commencing with the employee's retirement date. Retirement is 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 with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the three year period of employer paid coverage. Retirees receiving County post-retirement health benefits may pay a health insurance co-pay in accordance with Chapter 78, PL 2011 . Employee will be responsible for providing to the County proof of their monthly pension payment so the County can calculate a full year of pension salary. If employee does not provide the pension information, the County will bill on employee's salary at time of retirement. If employee does not continue to pay co-share, the County will stop the free benefits.

C. Leaves of Absence.

An employee's health benefits are protected when the employee is granted an unpaid leave of absence under any Family and Medical Leave Act. However, during this leave, the employee is required to continue to pay their health benefits cost share pursuant to Chapter 78, PL 2011.

If an employee is granted an unpaid leave of absence unrelated to the Family and Medical Leave Act, the coverage of that employee and his dependents may be terminated unless the employee reimburses the County in advance the full premium due during the leave. If no payment is made, benefits may be subject to termination. Any employee who goes to an unpaid status will be liable for payment of premium cost share pursuant to Chapter 78 if benefits were not terminated. If full premium is paid in advance cost share

does not apply. Employees can re-enroll with the County group upon returning from the leave of absence. In no event can this period of reimbursed coverage exceed 6 months.

D. Disability Pool.

The County shall provide the current disability pool program provided to County employees pursuant to County Policy including but not limited to the following:

1. All claims shall be submitted to an independent M.D. mutually agreed upon for evaluation and approval.
2. Employees are eligible to use the program while maintaining up to one year's sick and vacation time.

E. The County will offer employees and their families the opportunity for a temporary extension of health coverage, called continuation coverage, at group rates, in certain instances where coverage under the County plan would otherwise end. This is in accordance with federal law P.L. 99-272, Title X (COBRA)

F. Mental Health coverage shall be in accordance with all applicable laws.

G. Workers' Compensation - When an employee is injured on duty during working hours, he/she will be entitled to workers' compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).

H. Temporary/Disability Insurance – For eligible employees, the employer agrees to provide Temporary Disability Insurance for employees in accordance with the provisions of P.L. 1980 Chapter 18, or as amended, and it is understood that both the employer and employee participate in financing of the Temporary Disability Benefits program at the rates established by the State of New Jersey on an annual basis.

## 2.12 UNIFORM ALLOWANCE

Employees, specifically Home Service Aides and Building Maintenance Workers shall be granted a uniform allowance of \$500.00 per year. In addition, uniform allowance will be reduced on a pro-rata basis due to a break in service or non-service as follows:

- A. Hiring after January 1st of each year
- B. Terminations prior to December 31st of each year
- C. Leaves of Absence (with or without pay)

The appropriate allowance for employees in the above shall be made in the first two weeks of December.



## 2.13 OTHER COSTS

A. **CDL Stipend.** Any Employee required by the County to hold a C.D.L. will receive an annual stipend of Seven Hundred (\$700.00) Dollars. Employees to pay for all license renewals, blood testing and special training mandated by the Federal Government.

B. **Contract Printing Costs.** The Employer 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.

C. **Mileage Allowance Costs.** Mileage allowance for authorized use of personal automobile on official business will be paid at the I.R.S. rate per mile, or the amount in the County policy, whichever is greater. In addition, tolls and parking fees upon presentation of proper receipts.

For those employees required by the County to use their own vehicle on a regular basis for County business, the County shall reimburse the employee, upon proof of coverage, fifty dollars (\$50.000) per quarter for the business coverage of their auto insurance policy.

D. **Arbitration Costs.** In the event of arbitration pursuant to the Article 3, subsection 3.01 of this agreement, the costs of the services of the arbitrator shall be borne equally by the Employer and the Union.

Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

## ARTICLE 3 – PRACTICES AND PROCEDURES

### 3.01 GRIEVANCE PROCEDURE

#### A. Purpose.

1. The purpose of this procedure is to secure, (at the lowest possible level), equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee or Union representative having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted.

#### B. Definitions.

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the employer, which shall be processed up to and including the Employer, and shall hereinafter be referred to as a "non-contractual grievance".

#### C. Presentation of a Grievance.

The Employer agrees that in the investigation and the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and Union representatives who are employees of the Employer throughout the grievance procedure.

D. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

Step 1.

a. The grievant or the Union shall institute action under the provisions hereof in writing, signed and delivered to the appropriate Unit Head or authorized county representative within ten (10) working days of the occurrence complained of, or within ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. If a grievance is initiated by an individual grievant at this step, the grievant shall be represented by an employee who is the shop steward or by a Union representative.

b. The Division Director shall render a decision in writing within ten (10) working days after receipt of the grievance.

Step 2.

a. In the event satisfactory settlement has not been reached, the grievant or the Union shall, in writing and signed, file his complaint with the Department Head within ten (10) working days following the determination at Step 1. The grievant may be represented by an employee who is the shop steward or a Union representative at this step.

b. The Department head, or their designee, shall render their decision within (10) working days after receipt of the complaint.

Step 3

a. Should the Union disagree with the decision of the Department Head, or his designee, the aggrieved may, within ten (10) working days, submit a statement, in

writing and signed, as to the issues in dispute to the County Office of Personnel (or its equivalent Office). The County Office of Personnel/Human Resources shall review the decision of the Department Head together with the disputed areas submitted by the Union. The Union representative may request an appearance before a designated representative of the County Office of Personnel/Human Resources. The representative will render his/her decision within ten (10) working days after receipt of the grievance or grievance meeting if one is held. Failure to render a decision within this time shall be considered a denial of the grievance. If the grievance is a non-contractual grievance, the decision of the representative shall be final.

b. The grievance may be presented by the Local Union Officer or the International Union representative, or both. A minority organization shall not be present or process grievances.

c. If a hearing is to be provided, it shall be scheduled within ten (10) working days, unless the parties mutually agree to an extension, and provided that the Union hand-delivers the third-step grievance to the County Office of Personnel/Human Resources.

#### Step 4

a. Any unresolved contractual grievance (as defined in B1, Definitions above) except matters involving appointment, promotion, or assignment or matters within the exclusive province of the New Jersey Civil Service Commission, may be appealed to arbitration only by the the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the decision of the Director of Human Resources.

b. Nothing in this Agreement shall be construed as compelling Council 71 to submit a grievance to arbitration or to represent an employee before the New Jersey Civil Service Commission. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests

of the grievant and the Union.

c. The arbitrator shall be selected in accordance with the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission.

d. The parties shall meet at least fourteen (14) calendar days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

e. The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

f. The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for the violation of this Agreement.

g. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.

h. The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection

with the arbitration shall be paid by the party incurring the same.

- i. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- j. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.
- k. Grievance resolutions or decisions at Steps 1 through 3 shall not constitute a precedent in any arbitration or other proceedings unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.
- l. In the event of a departmental disciplinary hearing, the County and the Grievant and/or Union shall provide copies of the exhibits they intend to rely upon at the hearing respectively. Copies of exhibits to be relied upon shall be provided 5 days prior to the hearing date. If exhibits become available after 5 days prior to the hearing, both parties shall make every effort to afford the other party as much notice of the material as possible.

### 3.02 DISCIPLINARY ACTION

A. Recognizing that each case must be treated individually, the County and the Union agree to the principle of Progressive Discipline in accordance with applicable Civil Service Statutes.

B. Discipline shall only be imposed upon an employee, with permanent status, for failing to fulfill his/her job responsibility, and for good and just cause as provided by law.

C. Minor disciplinary actions as defined below shall be subject to the grievance procedure:

1. Counseling or Oral warning
2. Written warning or reprimand
3. Suspension of less than 5 consecutive days or less or 15 days in one year.
4. Discipline shall not be carried out until the final outcome of any appeal hearing provided that the employee perfects his or her appeal rights, including Civil Service remedies within 60 days from the date of the announced discipline.

D. Major disciplinary actions as defined below shall be appealable through New Jersey Civil Service Commission procedures and not through the grievance procedure.

1. Suspension of more than 5 consecutive days or more than 15 days in one year.
2. Termination.
3. Suspension of less than 5 consecutive days or less or 15 days in one year.

E. The Employer will not discipline an employee in front of the public or other employees.

F. Whenever an employee in this unit is called into a meeting, conference and hearing, which has as its purpose the implementation or review of disciplinary action to be taken against the employee, the employee shall be notified in advance of the purpose of the meeting and shall have the right to have a Union representative present.

### 3.03 SENIORITY

A. In all cases of demotions, layoffs, recall, vacation schedules and transfers 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 has the ability to perform the work involved in the job title and it does not conflict with any N.J. Civil Service Commission Regulations.

B. Under the terms of this contract and in accordance with the New Jersey Civil Service Commission, the term "seniority" means the greater length of service that one employee has over another employee starting with his/her date of hire.

C. The following shall constitute a break in 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 employment while on leave.



### 3.04 PERSONNEL PRACTICES AND QUALITY OF WORK LIFE

#### A. Quality of Work Life

The goals of a quality work life process are to employ people in effective and efficient government services and to encourage greater participation by the employees in the decisions affecting their working life. Quality of work life is a process of voluntary employee participation in various decision-making and problem-solving activities as they affect the workday environment. In a serious effort to create a new climate for cooperative efforts, the County and the Union express their mutual belief that quality of work life activities and experiments initiated and sponsored jointly by Management and the Union can prove beneficial to both groups.

Any such program shall be monitored by the Employer for success and may be either modified, continued or discontinued upon notice and consultation.

#### B. Personnel Practices

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 of management to train employees on policies and advise of updates. Provided initial training and updating of new policies occur, failure to know and understand these policies will not be considered valid reason for actions and/or omissions in violation of same.

C. Transfers and Training

1. In order to afford the opportunity of upward mobility and career ladders to existing employees, the Employer agrees to post for a period of 7 days all openings in the Agency for lateral transfers so that employees at all levels shall have the opportunity to place themselves in positions in which such opportunities exist. Qualified applicants shall be given preference before outside hires are utilized. However, the final selection will be in accordance with the N.J. Civil Service Commission.

2. Any employee transferred laterally shall be given appropriate training in the operations of and regulations governing the unit to which they are transferred. Any employee who has not been appropriately trained shall not be disciplined in reference to the operations and regulations governing the unit to which they are transferred.

3. Any employee promoted shall be given appropriate training.

### 3.05 LAYOFFS

Layoffs will be made in accordance with applicable regulations of New Jersey Civil Service Commission.

### 3.06 NO STRIKE OR LOCKOUT

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.

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

### 3.07 CONTINUING CONSULTATION

A. The Union and the Employer 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 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 means of fostering good employer/employee relations.

B. The requests of either party for such a meeting shall include an agenda. There shall be a mutual exchange of agenda for all meetings seven (7) days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda from both management and labor. Facilities Management shall be invited to attend meeting(s) if appropriate.

C. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

### 3.08 SAFETY

The County and the Union agree to form a Labor-Management Committee to discuss safety concerns faced by employees who due to the nature of their work encounter dangerous situations.

The Committee shall be comprised of employees selected by the Union and two members from the department's management to be selected by the Department Head.

The Department Head may include himself/herself as a management member of the committee.

This Committee shall meet not less than quarterly.

### 3.09 PROMOTIONS

A. The Employer will promote upward mobility by in house promotions, as regulated by the New Jersey Civil Service Commission.

B. The Employer shall post all job openings prominently for fourteen (14) working days on all bulletin boards.

C. Copies of each posting will be forwarded to the Local Union President and Council 71.

D. President of the Local Union and Council 71 shall be notified of all title changes and permanent transfers of all bargaining unit members.

E. Qualified in-house applicants will be afforded the opportunity of an interview, at 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 it will be in accordance with New Jersey Civil Service Commission regulations.

F. Provisional promotions shall be in accordance with the regulations of the New Jersey Civil Service Commission.

G. The Employer and the Union jointly agree to the development of an educational program. All educational programs so developed shall be open to all qualified employees in accordance with the terms of those educational programs. Union representatives will be notified prior to all educational seminars and workshops which will enhance upward mobility within the agency.

H. Increases to wages resulting from promotions are provided for herein Article 2, subsection 2.02 (H).

### 3.10 PERSONNEL FILES

A. An employee has the right of access to his/her personnel file and all official 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 files. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof.

B. The Employer agrees to provide the employee with a copy of any document or instrument in said files upon 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. With the exception of Employer's normal business records, the employee shall be given a copy of each document that is placed in the personnel file. Only documents in said personnel file shall be used as the basis for any disciplinary action.



### 3.11 POSITION CLASSIFICATION

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 which are descriptive and not restrictive and sets forth the minimum qualifications essential to perform the work. If an employee considers the current or proposed classification of his/ her 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 New Jersey 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, the assignment of out-of-title work on a regular and continuous basis shall be avoided. It is understood that such assignment outside of classification shall be corrected immediately or by phasing out such assignment at the earliest possible time which shall in any case not be later than three months from notification by the Union. It is also understood that such assignment, outside of classification, that continues over a period of ten working days shall entitle the assigned employee to be compensated for the rate of the higher title during the duration of the assignment.

### 3.12 SEVERABILITY

Should any portion of this Agreement be held unlawful or 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.

### 3.13 DURATION AND TERMINATION

This Agreement shall be effective January 1, 2011 and shall remain in full force and effect until December 31, 2013. Furthermore, this agreement shall comply with N.J.S.A. 34.13A-1 et seq., the New Jersey Employer-Employee Relations Act, and N.J.A.C. 19:12-2.1 et seq.

The Agreement shall be automatically renewed except for compensation issues addressed herein Article 2 "Financial Provisions" that specifically terminate from year to year thereafter, unless either party shall notify the other in writing ninety (90) 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 sixty (60) 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 preceding paragraph.

IN WITNESS WHEREOF, the parties have affixed their hands below.

COUNTY:

*[Handwritten signature]*

Dennis Levinson (Date)  
County Executive

*[Handwritten signature]* 7/30/13 (Date)  
James F. Ferguson  
County Counsel

AFSCME: *[Handwritten signature]* 6/10/13  
*[Handwritten signature]* 6/10/13 (Date)  
President, Local #2302

*[Handwritten signature]* 6/21/13 (Date)  
*[Handwritten signature]*  
Staff Representative  
District Council #71

APPENDIX I  
CLASSIFICATION PLAN

| <u>TITLE</u>  | <u>GRADE</u> |
|---|--------------|
| Account Clerk Typing  | A            |
| Building Maintenance Worker                                     | A            |
| Child Support Specialist HSS 3                                  | F            |
| Child Support Worker  | E            |
| Clerk   | A            |
| Clerk Stenographer  | A            |
| Clerk Transcriber   | A            |
| Clerk Typist  | A            |
| Clerk Typist - Bi-Lingual, Spanish & English                    | A            |
| Data Entry Machine Operator                                     | A            |
| Employment Specialist   | F            |
| Guard Public Property   | B            |
| Home Service Aide   | A            |
| Income Maintenance Aide   | A            |
| Income Maintenance Specialist HSS 3                             | F            |
| Income Maintenance Technician HSS 1                             | D            |
| Income Maintenance Technician, Bi-Lingual,<br>Spanish & English | D            |
| Income Maintenance Worker HSS 2                                 | E            |
| Interpreter, Bi-Lingual, Spanish & English                      | A            |
| Investigator CWA  | F            |
| Messenger   | A            |
| Motor Vehicle Operator Elderly & Handicapped Persons            | C            |
| Principal Account Clerk   | C            |
| Principal Account Clerk Typing                                  | C            |
| Principal Clerk   | C            |
| Principal Clerk Bookkeeper                                      | C            |
| Principal Clerk Typing  | C            |
| Principal Data Entry Machine Operator                           | D            |
| Receptionist  | A            |
| Receptionist Typing   | A            |
| Receptionist Bilingual, Spanish & English                       | A            |
| Records Retrieval Operator, Bi-Lingual                          | B            |
| Secretary Assistant   | C            |
| Secretarial Assistant, Typing                                   | C            |
| Senior Account Clerk  | B            |
| Senior Account Clerk Typing                                     | B            |
| Senior Employment Specialist                                    | G            |
| Social Worker Specialist - Intense Social Svcs.                 | G            |
| Sr. Addressograph Machine Operator                              | B            |
| Senior Building Maintenance Worker                              | B            |
| Senior Clerk  | B            |
| Senior Clerk Typist   | B            |
| Senior Data Entry Machine Operator                              | B            |
| Senior Home Service Aide  | B            |

|   |   |
|---|---|
| Senior Investigator                         | G |
| Senior Office Appliance Operator            | B |
| Senior Telephone Operator                   | B |
| Senior Receptionist                         | B |
| Social Service Aide                         | A |
| Social Service Technician                   | D |
| Social Worker                               | F |
| Social Worker-Aging                         | F |
| Social Worker-Bi-Lingual, Spanish & English | F |
| Telephone Operator                          | A |

APPENDIX II

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE  
(PERCENTAGE OF PREMIUM)\***

| Salary Range     | Year 1 | Year 2 | Year 3 | Year 4 |
|------------------|--------|--------|--------|--------|
| less than 20,000 | 1.13%  | 2.25%  | 3.38%  | 4.50%  |
| 20,000-24,999.99 | 1.38%  | 2.75%  | 4.13%  | 5.50%  |
| 25,000-29,999.99 | 1.88%  | 3.75%  | 5.63%  | 7.50%  |
| 30,000-34,999.99 | 2.50%  | 5.00%  | 7.50%  | 10.00% |
| 35,000-39,999.99 | 2.75%  | 5.50%  | 8.25%  | 11.00% |
| 40,000-44,999.99 | 3.00%  | 6.00%  | 9.00%  | 12.00% |
| 45,000-49,999.99 | 3.50%  | 7.00%  | 10.50% | 14.00% |
| 50,000-54,999.99 | 5.00%  | 10.00% | 15.00% | 20.00% |
| 55,000-59,999.99 | 5.75%  | 11.50% | 17.25% | 23.00% |
| 60,000-64,999.99 | 6.75%  | 13.50% | 20.25% | 27.00% |
| 65,000-69,999.99 | 7.25%  | 14.50% | 21.75% | 29.00% |
| 70,000-74,999.99 | 8.00%  | 16.00% | 24.00% | 32.00% |
| 75,000-79,999.99 | 8.25%  | 16.50% | 24.75% | 33.00% |
| 80,000-94,999.99 | 8.50%  | 17.00% | 25.50% | 34.00% |
| 95,000 and over  | 8.75%  | 17.50% | 26.25% | 35.00% |

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

*(Charts are continued on next page)*

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE  
(PERCENTAGE OF PREMIUM)\***

| Salary Range       | Year 1 | Year 2 | Year 3 | Year 4 |
|--------------------|--------|--------|--------|--------|
| less than 25,000   | 0.75%  | 1.50%  | 2.25%  | 3.00%  |
| 25,000-29,999.99   | 1.00%  | 2.00%  | 3.00%  | 4.00%  |
| 30,000-34,999.99   | 1.25%  | 2.50%  | 3.75%  | 5.00%  |
| 35,000-39,999.99   | 1.50%  | 3.00%  | 4.50%  | 6.00%  |
| 40,000-44,999.99   | 1.75%  | 3.50%  | 5.25%  | 7.00%  |
| 45,000-49,999.99   | 2.25%  | 4.50%  | 6.75%  | 9.00%  |
| 50,000-54,999.99   | 3.00%  | 6.00%  | 9.00%  | 12.00% |
| 55,000-59,999.99   | 3.50%  | 7.00%  | 10.50% | 14.00% |
| 60,000-64,999.99   | 4.25%  | 8.50%  | 12.75% | 17.00% |
| 65,000-69,999.99   | 4.75%  | 9.50%  | 14.25% | 19.00% |
| 70,000-74,999.99   | 5.50%  | 11.00% | 16.50% | 22.00% |
| 75,000-79,999.99   | 5.75%  | 11.50% | 17.25% | 23.00% |
| 80,000-84,999.99   | 6.00%  | 12.00% | 18.00% | 24.00% |
| 85,000-89,999.99   | 6.50%  | 13.00% | 19.50% | 26.00% |
| 90,000-94,999.99   | 7.00%  | 14.00% | 21.00% | 28.00% |
| 95,000-99,999.99   | 7.25%  | 14.50% | 21.75% | 29.00% |
| 100,000-109,999.99 | 8.00%  | 16.00% | 24.00% | 32.00% |
| 110,000 and over   | 8.75%  | 17.50% | 26.25% | 35.00% |

**HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER;  
PARENT/CHILD COVERAGE (PERCENTAGE OF PREMIUM)\***

| Salary Range     | Year 1 | Year 2 | Year 3 | Year 4 |
|------------------|--------|--------|--------|--------|
| less than 25,000 | 0.88%  | 1.75%  | 2.63%  | 3.50%  |
| 25,000-29,999.99 | 1.13%  | 2.25%  | 3.38%  | 4.50%  |
| 30,000-34,999.99 | 1.50%  | 3.00%  | 4.50%  | 6.00%  |
| 35,000-39,999.99 | 1.75%  | 3.50%  | 5.25%  | 7.00%  |
| 40,000-44,999.99 | 2.00%  | 4.00%  | 6.00%  | 8.00%  |
| 45,000-49,999.99 | 2.50%  | 5.00%  | 7.50%  | 10.00% |
| 50,000-54,999.99 | 3.75%  | 7.50%  | 11.25% | 15.00% |
| 55,000-59,999.99 | 4.25%  | 8.50%  | 12.75% | 17.00% |
| 60,000-64,999.99 | 5.25%  | 10.50% | 15.75% | 21.00% |
| 65,000-69,999.99 | 5.75%  | 11.50% | 17.25% | 23.00% |
| 70,000-74,999.99 | 6.50%  | 13.00% | 19.50% | 26.00% |
| 75,000-79,999.99 | 6.75%  | 13.50% | 20.25% | 27.00% |
| 80,000-84,999.99 | 7.00%  | 14.00% | 21.00% | 28.00% |
| 85,000-99,999.99 | 7.50%  | 15.00% | 22.50% | 30.00% |
| 100,000 and over | 8.75%  | 17.50% | 26.25% | 35.00% |

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits



Certification

I declare to the best of my knowledge and belief that the attached documents(s) are true electronic copies of the executed collective negotiations agreement(s).

Name James F. Ferguson

Title County Counsel