



LABOR AGREEMENT

JANUARY 1, 2021 - DECEMBER 31, 2024

COUNTY OF ATLANTIC

and

COMMUNICATIONS WORKERS
OF AMERICA

LOCAL 1040

INTERGENERATIONAL SERVICES

COUNTY AFFILIATION 60 & 61

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1. PREAMBLE

This Agreement between the County of Atlantic, (hereinafter referred to as the Employer) and Local 1040 of the Communications Workers of America AFL/CIO (hereinafter referred to as the Union), is the final and complete understanding between the Employer and the Union on all bargainable issues and as such, will serve to promote and maintain a harmonious relationship between the Employer and those of its employees who are subject to this Agreement in order that more efficient and progressive public service is rendered.

The Employer and the Union recognize their respective responsibilities under Federal and State laws relating to fair employment practices. The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is also agreed that verbal/physical harassment of an employee is inappropriate.

2. RECOGNITION AND SCOPE

SECTION 1: The Employer hereby recognizes the Union as the sole and exclusive representative for all full time and regular part time employees under this agreement for the purpose of collective negotiations pursuant to the New Jersey Employer - Employer Relations Act (N.J.S.A. 34:13A-1 et. Seq.) concerning wages, hours and other terms and conditions of employment in the negotiating unit described below:

A. Included: All full time and regular part time professional employees employed by Atlantic County in the Intergenerational Services division including the titles listed in the Compensation article of this agreement.

B. Excluded: Managerial executives, confidential employees, supervisors within the meaning of the Act; non-professional employees, police, craft employees, casual employees and all other employees employed by the County of Atlantic.

SECTION 2: Unless otherwise indicated, the terms "employee" and "employees" when used in this agreement refer to all persons represented by the Union in the above-defined negotiating unit.

SECTION 3: The content of job descriptions shall not be negotiated and shall be the Employer's prerogative in accordance with the rules promulgated by the New Jersey Civil Service Commission. Failure of the Employer and the Union to agree on the placement of any additional titles within the bargaining unit shall be resolved by the Public Employees Relations Commission (PERC); however, any such procedure shall not delay the filing of the petition and the payment of the employee(s) serving therein by the Employer.

3. DUES AND REPRESENTATION FEES

- A. Upon receipt of a written lawfully executed written authorization from an employee, The County agrees to deduct the regular monthly Union dues of said employee from employee's paycheck. This deduction will be submitted to a Union Official so designated in writing to receive such deductions. The Union will notify the County in writing of the exact amount of such regular membership dues to be deducted.
- B. The County agrees to deduct said dues each month commencing with the third (3rd) month of employment of such employee. A copy of a list of employees from whose pay such deductions were made shall be delivered to the Local Union President. Deduction of Union dues made pursuant hereto shall be remitted by the City to the Union, c/o Secretary Treasurer, Communications Workers of America, AFL/CIO, 501 3rd Street, N.W., Washington, D.C., 20001-2797, by the tenth (10th) day after the deductions are made or as soon as practicable in the month following the calendar month in which such deductions were made. The Union agrees to indemnify and hold the County harmless against all claims, suits, order, or judgements brought or issued against the County under the provisions of this Agreement.
- C. The County agrees to furnish to the Local Union the names of newly hired employees, their addresses, social security numbers, classifications of work, rates of pay, their dates of hire and names of terminated employees, together with their dates of termination, and names of employees in the bargaining unit.
- D. The County will make every effort to immediately cease deduction of Union dues when a worker transfers out of a bargaining unit that is not represented by the Union.
- E. Withdrawals of membership authorizations for the deduction of dues shall be in accordance with applicable statutes, court decisions and terms of the agreement set forth between CWA and the bargaining unit member on the membership dues/authorization card, or equivalent document. For employees who authorized dues deductions prior to the effective date of the WDEA, the effective date of dues revocation is January 1 or July 1.
- F. In the event a claim is filed by a member or former member of the bargaining unit for a return of dues deducted from a member's paycheck pursuant to this article, CWA will be solely responsible for the return of such dues, provided the Employer transmitted the dues to CWA and provided CWA or a court determines that CWA or the Employer is obligated to return the dues.
- G. Once dues are transmitted to the Union, their disposition shall be the sole exclusive responsibility of the Union. The Secretary Treasurer of the Union shall certify to the Employer the amount of Union dues and shall notify the Employer of any changes in dues structure forty-five (45) days in advance of the requested change of such charge.

4. NON-DISCRIMINATION

The Employer and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, sexual orientation, gender identity, gender expression, statutorily protected handicap/disability, national origin, political affiliation, union membership, or protected legal union activity.

5. ADDITIONAL DEFINITIONS

A. All references to employees in the Agreement shall be construed to include all employees (male, female, nonbinary).

B. The term "holiday" means any day so designated under the Article concerning holidays herein or a day especially designated by the Employer herein.

C. An unfair practice is any action of either party as defined in the Amendments of Chapter 303, Public Laws of New Jersey or the Laws of 1968.

6. MANAGEMENT RIGHTS

SECTION 1: It is mutually understood and agreed that the Employer retains all traditional management prerogatives, including but not limited to hiring, suspending, disciplining, discharging for just cause, promoting, transferring and scheduling; determining the standards of service; taking necessary actions in emergencies; determining the standards of selection for employment; maintaining the efficiency of its operations determining the methods, means and personnel by which its operations are to be conducted; and to contract or subcontract.

SECTION 2: The prerogative of management concerning hiring, mentioned in Section 1 set forth above, includes the right to recognize prior experience for similar employment in a similar position before employment by the Employer.

7. UNION RIGHTS

A. Agents of the Union who are or are not employees of the County, shall be permitted to visit job sites and work locations for the purpose of discussing Union matters so long as such visitations do not interfere with the general operation of the Employer. The Union shall provide the Employer with the names of duly authorized agents who may require such access and wherever possible, such agents shall provide advance notice to the Employer. Subject to availability, and provided that requests have been made pursuant to this paragraph, such Union official shall have the opportunity to consult with employees in the unit, in a room provided by the County.

The County shall provide at its sole cost and expense a bulletin board in the following locations: Shoreview building, Stillwater building, Shelter unit, and the Transportation Unit. Bulletin boards shall be a standard 20 by 30. Access shall be limited to the union's designated shop stewards who shall be responsible for the posting and removal of materials relating to union business and events such as the following:

1. Union elections and the results thereof;
2. Union appointments;
3. Union meetings;
4. Social and recreational events of the Union;
5. Reports of official Union business and achievements.

Neither profane, obscene or defamatory materials nor election campaign materials shall be posted. The County shall have the right to remove inappropriate materials but shall notify Union shop stewards as soon as practical following the removal.

B. The County will give release time with pay for a total of twenty (20) days a year in the aggregate for Union matters. Such time may be taken in 1 hour increments. Emergent requests made for good cause not less than one (1) day prior to the requested leave shall not be unreasonably denied.

C. Any employee who is a member of the Union and who is legally elevated to an official full-time position in the parent union, may request a leave of absence for up to six (6) months to attend to employee's official duties. The request shall be in writing and shall give the dates of the leave. Approval shall be required from the Department Head and the Appointing Authority and shall not be unreasonably denied. Only one unit employee may be on such leave at a time.

If the leave is for 4 to 6 months, the employee shall confirm in writing to the County employee's intent to return to County employment as of the date indicated in the leave request, at least 75 days prior to the return date.

D. The Union has the sole right and discretion to designate shop stewards and chief shop stewards and specify their respective responsibilities within the Union. The County has the sole right and discretion to direct the activities of shop stewards during working hours and coordinate the timing of the union activities listed below: The County further agrees the properly designated shop stewards and chief shop stewards and union negotiators may conduct union business on County time without loss of pay in the following instances:

1. If the employee so requests, one steward may accompany an employee to a meeting, conference or hearing concerning a disciplinary matter. Such meetings, conferences or hearings shall be mutually scheduled by the Employer and the Union.
2. Mutually scheduled negotiation sessions.
3. Investigation of grievances up to one hour maximum.
4. Mutually scheduled grievance hearings.
5. Mutually scheduled labor/management meeting.

The designated union representative in all the above instances must provide reasonable notification to supervisor when employee wishes to transact such union business on County time. The supervisor shall grant such requests so long as the operation of the County will not be adversely affected.

E. The County will provide the union quarterly with a list of all employees with a date of hire, title social security number, address, and sex. The union may request such a list more frequently as may be necessary.

8. NO STRIKE/NO LOCKOUT

SECTION 1: During the term of this Agreement, the Union agrees that its goals and purposes are such that it does not condone strikes or threats thereof by bargaining unit employees or work stoppages, slowdowns, or any such action which would interfere with service to the public or violate the constitution or laws of the State of New Jersey; and the Union and the employees agree that they will not initiate or participate in such activities, nor encourage members of the unit to initiate or participate in the same.

SECTION 2: The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

9. DISCIPLINE

A. General Concepts.

1. Discipline, whether major or minor, shall only be imposed for "just cause" and shall be progressive in nature. It is understood that more serious offenses may result in more severe penalties.

2. The employer will take steps to the extent possible to impose discipline in such a way to avoid undue embarrassment to the employee and to avoid disciplining in front of the public or other employees.

3. The employer shall provide a copy of any disciplinary notice/disciplinary action, including all necessary paperwork to the employee, the local union representative and to the local union office located at 230 Parkway Avenue, Trenton, NJ 08618.

B. Major Discipline.

1. Major discipline includes the following:

- (a) Suspension of more than five (5) days on any one occasion;
- (b) Suspensions which total more than fifteen (15) days in the aggregate in any one calendar year.
- (c) Demotions.
- (d) Removal.

2. Major Disciplinary Process.

- (a) Major disciplinary action shall be commenced by the employer serving the employee with a Preliminary Notice of Disciplinary Action which shall set forth the charges and the Statement of facts supporting the charges (specifications).
- (b) The employee shall have a right to a departmental hearing in accordance with N.J.A.C. 4A:2-2.5. Such a hearing shall be requested in writing by the affected employee or by the local union representatives on the employee's behalf within five (5) calendar days of the employee's receipt of the Preliminary Notice of Disciplinary Action, otherwise the departmental hearing will be deemed to have been waived and the appointing authority may then issue a Final Notice of Disciplinary Action.

(c) A departmental hearing, if requested, shall be held within thirty (30) days of the Preliminary Notice of Disciplinary Action or at such later date as may be agreed to in writing by the parties. Hearings shall be held before the Human Resources Director or such other employer designated representative and shall be held in accordance with the requirements of N.J.A.C. 4A:2-2.6. The hearing officer's decision along with a Final Notice of Disciplinary Action shall be served by the Department Head upon the employee by either personal service or by certified mail, return receipt requested, within twenty (20) days of the conclusion of the departmental hearing. A copy of the hearing officer's decision and the Final Notice of Disciplinary action shall also be sent by the Department Head to the employee's union representative, or attorney, by regular mail.

(d) Discovery. The employee shall be entitled to discovery which shall consist of the following:

(i) A copy of the charges and specifications;

(ii) A copy of all statements or other evidence which the employer intends to rely upon at the hearing;

(iii) The name of all witnesses who will testify for the employer at the hearing. The employee or the employee's attorney or union representative shall submit all discovery requests in writing to the requisite Department Head with a copy to County Counsel not less than ten (10) days prior to the scheduled hearing date. If such a request is not made within that time frame, the union shall waive its right to object to the introduction of the evidence other than on relevancy grounds. The County shall be entitled to reciprocal discovery by forwarding a written request to the employee or the employee's attorney or union representative at least ten (10) days prior to the scheduled hearing date. The County, upon forwarding such a request, shall be entitled to know the names of any witnesses the employee intends to produce at the hearing, including any

statements that have been secured as well as any documentary evidence the employee intends to rely upon at the hearing. In the event the County fails to exercise its request for discovery in timely fashion, then the County shall waive its rights to object to the introduction of the evidence at the hearing other than on relevance grounds. In the event that either the employee or the County fails to fully respond to a timely discovery request, then the hearing officer may preclude the non-responsive party from introducing the evidence at the hearing.

- (e) Appeals. An employee may appeal from a Final Notice of Disciplinary Action by filing a Notice with the Merit System Board of the New Jersey Civil Service Commission. Pursuant to N.J.A.C. 4A:2-2.8, such an appeal must be filed within twenty (20) days of receipt of the Final Notice of Disciplinary Action. The appeal process shall be governed by the Merit System Board Rules and Regulations currently found in N.J.A.C. 4A:2-2.8 through 4A:2-2.9.

C. Minor Discipline.

1. Minor discipline shall consist of the following:
 - (a) All suspensions of five (5) days or less;
 - (b) Official written reprimands.
2. Appeals of Minor Discipline.
 - (a) Appeals of minor discipline shall be handled exclusively through the grievance process as set forth in Article X entitled "Grievance Procedure."
 - (b) Non-permanent employees shall be limited in appealing disciplinary actions to the third step of the grievance process but shall be precluded from arbitration.
 - (c) Appeals of minor discipline shall be subject to the same discovery procedures as set forth in Section B(2)(d) of this Article.

10. 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 having a grievance, to discuss the matter informally with any appropriate member of Administration. Any adjustments made as result of such discussion shall not be in conflict with the terms of this Agreement.

B. DEFINITIONS

1. A contractual grievance, for the purposes of and within the meaning of this Agreement, shall be defined as 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 non-application of all policies, procedures, rules, and regulations, as well as those specific management rights noted herein as may be practice and/or adopted by the County during the life of this Agreement.

C. PRESENTATION OF A GRIEVANCE

The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and Union Shop Steward who is an employee of the County throughout the grievance procedure. It is understood and agreed that if available, private space shall be provided by the Employer for the prior discussion of a grievance.

D. STEPS OF THE GRIEVANCE PROCEDURE

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

1. Step One. The grievant through the shop steward and/or Local Union Representative must file the grievance on the approved grievance form with the employee's Division Director or designee within ten (10) working days of when the employee knew of, or could have reasonably been expected to know of a grievable occurrence, whichever occurred first. The Division Director

or designee shall then have ten (10) working days to respond in writing to the Shop Steward and/or Local Union Representative. Failure to respond shall constitute a denial of the grievance and the grievant may proceed to Step 2.

2. Step Two. If the grievance has not been resolved in Step One, the grievant, through the Shop Steward and/or Local Union Representative shall, in writing, present the grievance to the Department Head or designee within 10 working days of the receipt by the Shop Steward and/or Local Union Representative of the written response in Step One, or within 10 working days of the time allotted for the written response if none is issued. Failure of the Shop Steward and/or Local Union Representative to act within this time shall constitute an abandonment of the grievance. The Department Head shall have 10 working days to respond in writing to the Shop Steward and/or Local Union Representative about the grievance. Failure to respond shall constitute a denial of the grievance and the grievant may proceed to Step 3.

3. Step Three. If the grievance has not been resolved in Step Two, the grievant, through the Shop Steward and/or Local Union Representative shall, in writing, present the grievance to the Third Step Hearing Officer within 10 working days of the receipt by the Shop Steward and/or Local Union Representative of the written response in Step Two, or within 10 working days of the time allotted for the written response if none is issued. Failure of the Shop Steward and/or Local Union Representative to act within this time shall constitute an abandonment of the grievance. The Third Step Hearing Officer shall have 10 working days to respond in writing to the Shop Steward and/or Local Union Representative to schedule a hearing. The hearing may be waived, or rescheduled, if mutually agreed in writing. The Third Step Hearing Officer shall issue a written decision within 10 working days of the receipt of the grievance or 20 working days after the hearing if there is one. Failure to so respond shall constitute a denial of the grievance.

4. Only B-1 grievances may be appealed to arbitration. The union must file the request for arbitration within thirty (30) working days after receipt of the Step 3 decision. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the New Jersey Civil Service Commission.

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

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.

The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine employee decision solely to the interpretation and application of this Agreement.

The cost of the services of the arbitrator shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring 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. The arbitrator shall hold a hearing at the time and place convenient to the parties as expeditiously as possible.

The parties may mutually agree in writing to waive one or more of the initial two steps in the grievance process and proceed to the second step. No waiver is permitted beyond the second step. Although mutual waivers at the first two steps may take place in appropriate circumstances, the Union and the County recognize that the ultimate goal of the grievance process is to resolve grievable issues at the lowest possible level and thus it is anticipated that mutual waivers of the initial steps will be utilized sparingly.

11. LABOR-MANAGEMENT MEETINGS

SECTION 1: A committee consisting of the Employer and Union Representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise therefrom. For the purpose of this Agreement, these meetings, which shall not exceed four (4) per year except upon mutual consent, are intended as a means of fostering good and sound employment relations through communications between the parties.

SECTION 2: Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

SECTION 3: A maximum of four (4) representatives of the Union may attend such meeting and if held during regular work hours, they shall be granted time to attend without loss of pay.

12. GENERAL PRACTICES

Promotion qualifications and procedures for permanent career service employees are governed by the New Jersey Civil Service Commission pursuant to Statute, and Rules and Regulations promulgated there under.

- A. Promotion means the advancement of an employee to a job classification within the unit at a higher salary range.
- B. Upon promotion of a permanent employee, all sick leave, vacation and administrative leave balances shall be retained by the employee.
- C. Upon promotion, an employee shall be informed of employee's new rate of compensation at least one (1) week in advance of the effective date. New salary ranges shall be added to all promotional announcements.
- D. Where provisional appointments are made, the New Jersey Civil Service Commission will take the necessary steps to promulgate a list appropriate to the position in keeping with its rules and regulations as soon as possible. If requested by the Union, but not more frequently than quarterly, the Employer agrees to provide a list of then current provisional appointments.
- E. When an employee is given an opportunity on a trial or provisional basis to qualify for promotion by serving in a new classification, employee's permanency in employee's regular permanent job classification shall be continued during such trial or provisional period and employee shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent provided there is no discharge action for cause.
- F. Promotional Increases are outlined in the Compensation article of this agreement..
- G. Employee Evaluations.

The employer shall conduct annual employee evaluations. These evaluations will be used to monitor employee progress. At the time of the evaluation, the supervisor shall meet with the employee and will note for the employee any areas that are not satisfactory and will provide a corrective action plan to allow the employee to correct any deficient areas. At the end of a six month period, the supervisor shall meet with the employee to assess the employee's progress under the corrective action plan. Although the employer reserves the exclusive right

to establish evaluation standards/criteria, it will negotiate with the union on establishing the evaluation procedures. The employer may consider an employee's evaluations along with other factors for purposes of promotion and/or demotion.

H. Civil Service. The Administrative and Procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated there under are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained.

I. If an employee believes that he or she is being required to perform work outside and above the scope of their current position on a regular basis, they shall have the option of filing a reclassification petition with the Civil Service Commission to request a desk audit by the Commission.

13. JOB POSTING

SECTION 1: The Employer agrees to post notices of vacancies, newly created job titles, and official New Jersey Civil Service Departmental notices of promotional examinations to notify all employees of a newly created job title or a promotional opportunity.

SECTION 2: Upon receipt of notice from the Personnel Department describing the establishment of a new job title or official notice of promotional examination from the NJ Civil Service Commission, the Employer shall post said notices for a period of seven (7) working days from the date of their receipt on designated bulletin boards within the various work sites of the Employer.

14. ACCESS TO PERSONNEL FILE

A. Upon request and with reasonable notice, an employee shall have the opportunity to review and examine pertinent documents including those related to performance evaluation and conduct in employee's personnel file. The Employer shall honor the request of such employee for copies of documents in the file. The Employer shall have the right to have such review and examination take place in the presence of an appropriate official of the agency or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in the relevant permanent personnel history file or permanent supplementary personnel file and will be attached to and retained with the document in question.

B. No document of anonymous origin shall be used against any employee.

C. Copies of any written documents specifically related to discipline or the work performance of any employee which are relied upon by the Employer during any disciplinary proceedings, grievance hearing, or in any final evaluation report, will be given to the employee upon employee's request.

D. A copy of specific written material which is derogatory or adverse to an employee and is in the possession of the Employer or its representatives, and which, has not been previously transmitted to the employee, shall be provided to the employee when such written material is to be relied upon in any adverse personnel action resulting in disciplinary proceedings, or in any performance evaluation and reasonable time provided for response.

15. LAYOFF AND RECALL

Layoffs and recalls shall be conducted in accordance with the regulations of the New Jersey Civil Service Commission (N.J.A.C. 4A-8).

16. SUBCONTRACTING OF WORK

If, during the term of this Agreement, the Employer contracts out or subcontracts work normally performed by employees covered by this Agreement, and such action results in lay off or job displacement, employees affected will be given every opportunity available to continue employment in their job classification or in any other position available for which they are qualified prior to lay off or similar action. An employee thus affected will be protected by all applicable laws and regulations.

The Employer shall notify the Union of impending incidents of contracting or subcontracting whenever it becomes apparent that a lay off or job displacement may result.

17. SAFETY AND HEALTH

The Employer shall, at all times, maintain safe and healthful working conditions for its employees and will provide employees with appropriate safety devices, which may be available upon request to the Employer. When such materials are issued, it is the employee's obligation to use them.

MAINTENANCE:

The Employer shall provide employees with necessary supplies and equipment which may be available upon request. When such materials are issued, it is the employee's obligation to use them.

No employee shall be required to work in an area or in a dwelling when considered by the supervisor to be hazardous, unsafe or unhealthy. No employee shall be required to enter a dwelling when confronted by a ferocious animal. All such conditions shall be reported to the Employer for immediate, corrective action.

The Employer and the Union agree to designate a member each to meet periodically to review unsafe and unhealthful conditions, the availability of appropriate safety devices and to make recommendations to either or both parties as a Safety Committee. It shall be the joint responsibility of the Committee to investigate and correct unsafe and unhealthful conditions. Upon receipt of a complaint, the Employer Union Committee member shall be permitted reasonable opportunity to visit the work area of the Employer's facilities for the purpose of investigating safety and health conditions during work hours with no loss of pay, having cleared employee's absence with the supervisor.

In the event that a County facility that an employee works in is closed to employees for maintenance, repair, renovation, cleaning, extermination, abatement or any other purpose; when possible the County will make a good faith effort to reassign the employee to another location during the time period that the office is closed. If reassignment is not possible, and the employee is ready, willing, and able to work, the employee shall not be required to utilize their own time nor shall the employee be given "W" time for the period that the facility is closed to employees.

18. COMPENSATION AND FINANCIAL CONSIDERATIONS

Section 1. Starting salaries shall be as provided below:

TITLE	GRADE	BASE SALARY
Office Services Manager	PA	\$34,330
Counselor Adolescent Unit	PA	\$34,330
Program Development Specialist Community Service	PB	\$35,830
Program Development Specialist Aging	PB	\$35,830
Assistant Program Coordinator Aging	PC	\$37,330
Social Worker Aging	PC	\$37,330
Community Service Worker	PC	\$37,330
Program Coordinator Aging/Disabilities	PD	\$39,330
Youth Opportunity Coordinator	PD	\$39,330
Counselor Juvenile Family Crisis Intervention	PD	\$39,330
Program Development Specialist Youth Services	PC	\$37,330
Analyst Grant Applications Program Monitor	PC	\$37,330
Program Specialist Alcohol Abuse	PA	\$34,330
Dietician	PD	\$39,330
Senior Program Monitor	PB	\$35,830
Substance Abuse Counselor 2	PD	\$39,330
Fiscal Analyst	PD	\$39,330
Senior Fiscal Analyst	PE	\$42,330
Maintenance Supervisor	SC	\$43,330
Senior Counselor Adolescent Unit	SB	\$40,330
Management Specialist	SB	\$40,330
Coordinator of Monitoring and Evaluation	SB	\$40,330
Social Worker Child Shelter	PB	\$35,830
Director of Family Counseling	SC	\$43,330
Senior Social Worker Juvenile Rehab	SB	\$40,330
Program Coordinator Non Emergency Transportation	SC	\$43,330
Supervising Program Development Specialist	SC	\$43,330
Coordinator of Special Transportation	SC	\$43,330
Supervising Substance Abuse Counselor	SC	\$43,330

Social Work Specialist	SC	\$43,330
Senior Program Development Specialist Community Service	PC	\$37,330
Coordinator of Long Term and Alternate Care for the Elderly	SC	\$43,330
Assistant Program Coordinator Non Emergency Transportation	SB	\$40,330
Program Nutritionist	PE	\$42,330

Section 2. Employees shall be entitled to the following annual increases:

During the contract cycle which shall span from January 1, 2021 through December 31, 2024, employees shall receive an annual increase to their previous years' salary as follows:

2021: 4%

2022: 5%

2023: 4%

2024: 4%

Salary increases are retroactive to January 1, 2021.

An employee must be a member of the bargaining unit as of January 1, in the year of the increase in order to be eligible for the increase. For example, if an employee becomes a member of the bargaining unit on January 2, 2021, they are not eligible for the salary increase in the year 2021.

SECTION 3. PROMOTIONAL INCREASES.

1. An employee receiving a promotion of one grade shall receive a salary increase of four percent (4%) or the minimum salary of the new grade, whichever is greater.
2. An employee receiving a promotion of two grades shall receive a salary increase of five percent (5%) or the minimum salary of the new grade, whichever is greater.
3. An employee receiving a promotion of three or more grades shall receive a salary increase of six percent (6%) or the minimum salary of the new grade, whichever is greater.

4. An employee receiving a promotion from a professional grade to a supervisory grade shall receive a salary increase of five percent (5%) or the minimum salary of the new grade, whichever is greater.
5. Voluntary or Disciplinary Demotions shall result in a salary reduction as follows:
 - i. An employee receiving a demotion of one grade shall receive a salary decrease of four percent (4%).
 - ii. An employee receiving a demotion of two grades shall receive a salary decrease of five percent (5%).
 - iii. An employee receiving a demotion of three or more grades shall receive a salary decrease of six percent (6%).
 - iv. An employee receiving a demotion from a supervisory grade to a professional grade shall receive a salary decrease of five percent (5%).

Salary reductions due to an employee's failure to obtain a permanent title pursuant to applicable Civil Service Commission law will continue to apply.

SECTION 4. LONGEVITY

Longevity payments are based upon years of service with the County and are paid yearly following the employee's longevity date.

<u>Years of Service</u>	<u>Longevity Payment</u>
5-10	\$600.00
11-15	\$800.00
16-20	\$1,000.00
21+	\$1,200.00

SECTION 5. OVERTIME.

Except for employees exempt from overtime under the Fair Labor Standards Act, overtime shall be paid as follows:

A. Overtime shall be offered by rotation in order of seniority to employees within the appropriate job classification (whose duties include the work which requires the need for the overtime). The employer shall maintain a list reflecting accurately all overtime offered and whether it was worked or refused. 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 from the appropriate job classification to do the work. Such designated overtime shall be assigned on the basis of inverse order of seniority.

B. One and one-half (1.5) times the employee's hourly rate of pay shall be paid for all overtime hours worked under the following conditions:

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

C. Two (2) times the employee's hourly rate of pay shall be paid for all overtime hours worked on the seventh (7th) consecutive day within an individual work week (Sunday through Saturday).

D. Premium Pay Rates for Consecutive Days Worked in Multiple Work Weeks. Whenever an employee works six (6) or seven (7) consecutive days regardless of when the first day started, they will be paid as follows:

1. One and one-half (1.5) times the employee's hourly rate of pay for overtime hours worked (in excess of forty (40) hours during the consecutive days of work) on the 6th consecutive day of work; and

2. Two (2) times the employee's hourly rate of pay for the overtime hours worked (in excess of forty (40) hours during the consecutive days of work) on the 7th day.

3. Note that this only applies to overtime hours worked on the 6th or 7th day, not when employees switch shifts to cause them to work on a 6th or 7th consecutive day. For the purpose of this section, overtime hours means hours worked beyond 40 during the 6 or 7 day period.

4. In the event an employee works more than seven (7) consecutive days, the count of days shall reset to one (1) on the eighth (8th) consecutive day of work for the purpose of determining compensation under this article.

5. Employees shall not be routinely assigned or pre-scheduled to work more than five (5) consecutive days.

E. Notwithstanding the use of language in this Article referencing "paid" overtime, employees may, at their option, receive cash compensation, or be credited with compensatory time for all overtime worked subject to any limitations imposed under FLSA or its state counterpart.

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

1. All hours actually worked;
2. Vacation;
3. Compensatory time.
4. Scheduled holidays.

Sick time and administrative time shall not be included for the purpose of computing the overtime base. The inclusion of scheduled holidays shall not be effective until the date of ratification of the Memorandum of Agreement concerning this contractual agreement.

19. SICK LEAVE ATTENDANCE BONUS

Any employee utilizing less than forty-one (41) hours (for eight (8) hour employees) and less than thirty-six (36) hours (for seven (7) 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 \$500. Attendance bonuses shall be prorated for part-time employees. Employees must be on board for the entire calendar year and have no "W" time or suspension or LAWs during the calendar year except that no employee will be excluded from eligibility for having accumulated one (1) hour or less per year of "W" time due to tardiness.

20. HOURS OF WORK

The normal work week shall consist of forty (40) hours, eight (8) hours per day. Employees shall have two fifteen (15) minute break periods, one in the morning and one in the afternoon. Breaks will be subject to department manager/supervisor policy and approval.

21. HOLIDAYS

A. The following shall be recognized as paid 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. Juneteenth
8. Independence Day
9. Labor Day
10. Columbus Day
11. General Election Day
12. Veteran's Day
13. Thanksgiving Day
14. Christmas Day

B. Employees become eligible for holidays on their first day of employment.

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 and Christmas Day (December 25). When New Year's Day (January 1), Independence Day (July 4) and Christmas day (December 25) fall on a Saturday or Sunday, the provisions of this section shall apply to the actual day of the 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 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, Washington's Birthday, Good Friday, Juneteenth, Columbus Day, General Election Day and Veteran's 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 nonessential 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 this Article. These provisions shall not apply to weather related days off or similar type closures.

22. VACATION

A. Full-time employees may be granted vacation leave as follows:

Vacation Accrual. Vacation leave is credited and prorated in advance at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on that basis, notwithstanding the limitations of paragraph (a) below. All full-time employees shall earn vacation leave based on years of continuous service to the Employer as follows:

- (a) During the first year of employment, hire date to anniversary date, employees will earn one (1) day per month.
- (b) 2nd year of employment through 5th year of employment (anniversary date to anniversary date) – 15 days per employment year.
- (c) 6th year of employment through 10th year of employment (anniversary date to anniversary date) – 18 days per employment year.
- (d) 11th year of employment through 20th year of employment (anniversary date to anniversary date) – 20 days per employment year.
- (e) Beginning 21st year of employment – 25 days of vacation per year
- (f) Increase in vacation days based on years of continuous County service is prorated based on anniversary date and credited at the beginning of the calendar year in which the employee attains it, with the anticipation that employee's employment will be continuous throughout the calendar year.

Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the County, provided there is no break in service of more than one week.

B. Vacations will be scheduled and 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 whose request is submitted first shall be approved. If two requests are submitted at the same time, the employee with the greatest seniority (as it relates to total years of service with the County) shall be given preference in vacation scheduling.

C. Vacation can be utilized in increments of one (1) hour. For vacation leave less than one week, requests must be approved at least 24 hours in advance by the employee's supervisor or

designee. For vacation leave of one week or more, request must be approved at least two (2) weeks in advance by the employee's supervisor or designee. Emergency request will be considered on a case by case basis.

D. Earned vacation days that have not been used at the end of the calendar year may be carried over. The amount of carry-over cannot exceed the number of vacation days an employee will earn in the current year. Part time employees will be given a quarterly update of vacation time earned and those employees shall have until April 1st of the following year to use any excess carry over vacation days.

E. Employees on Leave of Absence Without Pay shall not accrue any vacation benefits during that time.

F. When an employee separates from the County, employee will be paid for all vacation time that has been earned, at employee's current hourly rate. Advanced vacation time used, but not earned, will be deducted from the employee's final pay check.

G. Pursuant to the ongoing practice employees will be able to participate in the vacation buy back program of up to two days of unused vacation days per year to be paid by the end of the year in the event they meet all of the following conditions:

1. An employee must be employed for one full calendar year prior to being eligible;
2. an employee cannot have "W" time in the year they are seeking to buy back vacation time;
3. The employee cannot have furlough time during the year in question unless it is mandatory furlough time; and
4. the employee must be a permanent employee.

H. Three (3) administrative days are available for personal use in increments of one-half (1/2) hour. Under normal circumstances, requests must be submitted twenty-four (24) hours in advance. An employee may call in for use of this time at the beginning of employee's work

shift in cases of a bona fide emergency. The employee may be required to present documentation of the bona fide emergency. Administrative Leave time must be taken within the year accrued or it is forfeited.

23. SICK LEAVE

A. Sick leave is made available so that an employee may, under the proper circumstances, have wage continuation when employee is unable to perform employee's regular duties. Sick leave should not be considered as "additional days off" earned by employment. Abuse of sick leave may be cause for disciplinary action.

B. Sick leave may be used in the following instances:

1. Personal illness which renders an employee unable to perform employee's duties.
2. Presence of serious illness in the immediate family which requires the employee's short term personal care. Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.
3. Dental, optical or medical treatment that cannot be scheduled during non-work hours. One week advance notice of such treatment is required except in emergent circumstances. A doctor's note is required as verification of the appointment.

C. A new full-time employee earns one (1) day sick leave for each full calendar month of service in employee's first calendar year and can be utilized only as earned. In subsequent calendar years, an employee will earn 1 1/4 days for each full calendar month of service for a total of fifteen (15) days per year, which are 100% allocated on January 1st of each year. Sick time is not earned while an employee is on Leave of Absence without pay.

D. Sick leave shall not be recorded in denominations of less than one-half days with the following exceptions:

1. medical or dental treatment that cannot be scheduled during non-working hours
2. medical emergencies of the employee or an immediate family member.

E. Sick leave time not used in any calendar year shall accumulate to the employee's credit from year to year to be used when needed for such purposes.

F. All sick leave will be monitored. It is mandatory that the employee phone employee's supervisor or designee as far in advance as possible, but not later than one hour before the shift begins, with the exception of unit members employed at Shoreview, who shall phone their supervisor no later than 9 a.m.

G. (1) If an employee is absent for five (5) or more consecutive working days for any reason set forth in the above, the employee may be required to produce medical evidence. The employer may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave, an employee has been absent on sick leave for five or more consecutive work days, or an employee has been absent on sick leave for an aggregate of more than eight (8) days in the 12-month calendar year. On January 1st of each year, the requirement of mandatory notes shall cease for all employees and a new recording period will commence. Absences incurred in the course of valid FMLA leave procedures shall not count toward the eight (8) absences in twelve (12) months requiring the production of medical evidence, and nothing herein shall diminish the employer's and the employee's obligation to comply with FMLA requirements. Also, absences that have been pre-approved by the Supervisor with medical documentation provided by the Employee shall not count towards the (8) absences in twelve (12) months requiring the production of additional medical documentation.

(2) Anytime the County detects a pattern of sick leave abuse and can articulate a basis for reasonable suspicion of sick leave abuse, the County may require medical evidence. The employee shall be given timely notice in each instance.

(3) Medical evidence shall be in the form of a physician's certification which states the date of illness, and the reasons for the absence within the parameters of confidentiality, and the date the employee will return to work and certifies the need for the employee to be absent.

(4) The County reserves unto itself the right to send an employee to a County appointed and County paid for physician to verify the usage of sick leave. The County may require an employee who is absent because of serious illness or injury before returning to duty, to be examined at the expense of the County by a physician. Such examination shall determine whether the employee is capable of performing employee's normal duties and that employee's return will not jeopardize the health of the employee or that of other employees.

H. Any employee covered under the terms of this agreement who is eligible for "retirement" from County service under the Public Employees Retirement System (P.E.R.S.) shall be paid fifty percent (50%) of accrued sick leave up to a maximum of \$15,000.00. The only exception to this provision shall be that Joseph A. O'Neil shall be paid fifty percent (50%) of accrued sick leave up to a maximum of \$20,000.00 upon "retirement". The definition of "retirement" is found in Article 28, Health Benefits, Section A(6) on pages 45-46 of this agreement.

I. 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 a hour-for-hour basis.

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

K. Article 19 on page 30 of this agreement provides the sick leave attendance bonus.

24. LEAVES OF ABSENCE

A. Service Credit

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 as required by law. However, the employee shall be entitled upon employee's return from leave of absence without pay, to all service credits earned up to the date employee's leave commenced.

B. Unpaid Leave

1. A permanent employee who is temporarily (mentally or physically) incapacitated and unable to perform employee's duties or who desired to engage in a course of study such as will increase employee's usefulness 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 be granted a special leave of absence without pay for a period not to exceed six (6) months which may be extended for an additional six months upon similar approval. Employees shall not be granted leave to accept other employment.

2. Any employee seeking such special leave without pay shall submit employee's request, in writing, stating the reasons why the request should be granted, the date when employee desires the leave to begin, and the return date to duty.

3. Such leave shall not be unreasonably denied and shall be applied equitably.

C. Military Leave.

Military leave shall be in accordance with N.J.S.A. 38A:4-4.

D. Family Medical Leave Act/Family Leave Act.

The union and the County agree to abide by the County's comprehensive written

Family Medical Leave Act/Family Leave Act (FMLA/FLA) policy.

In instances where the Parties agree that an employee seeking to return to work early from FMLA leave has no limitation, no need for accommodation that should be considered by the County, and the employee has provided acceptable medical clearance to return to work without restriction; there is no need for the 2 days of notice of the employees early return to work from a previously approved FMLA leave. The 2 days' notice in the previous sentence refers to County Policy PS 5.08, page 8, paragraph 16.

Nothing herein shall alter or diminish the employee's obligation to periodically report on their status and intention to return to work. Nothing herein shall diminish or alter the employee's obligation to provide notice of medical documentation to the County upon employee's receipt. Nothing herein shall diminish or alter the County's right to be apprised by employee of changes affecting the employee's status that would allow the County to evaluate if the employee is ready to return to work.

E. Absence Without Leave.

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

F. Jury Duty.

1. All employees will receive their regular base pay for Jury Duty performed during their regularly scheduled working hours. The County encourages employees to fulfill their civic obligations and responsibilities with respect to Jury Duty. Only in exceptional cases will the County request that an employee be excused.

2. When an employee is subpoenaed to appear as a witness during work time before a Court, Legislative Committee, or a Judicial or Quasi-Judicial body, employee shall be granted the necessary time off without loss of regular pay unless the employee is a party or a witness for a party in which the County is the opposing party, or employee is a party or a witness in a matter unrelated to employee's capacity as an employee of the County.

3. Employees must notify their immediate supervisor that they have been

summoned for jury duty/court appearance upon notification. Evidence of such notification shall be submitted to the immediate supervisor.

4. An employee who is notified in advance by the Court that employee need not

be present in Court on any specific working day is required to report to work on that day as usual.

5. An employee who is released from a court located in Atlantic County at least two hours prior to the end of their shift, must return to work for the remainder of their shift.

6. Employees are required to remit to the County any money they have received for jury service from any other source.

7. Employees who serve on jury duty shall not be subjected to mandatory overtime.

G. Bereavement Leave

1. 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. Immediate family shall be defined as an employee's spouse, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, step-parent, step-child, and other relatives residing in the employee's household.

2. 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. The County reserves the right to require proof of the death.

25. EMERGENCY PAY

Whenever the Governor of the State of New Jersey or the County Executive (or the Executive's designee) declares an emergency in one of the following categories:

1. Weather related - where the County is closed the entire day;
2. Security Threat;
3. Observance of a national day of mourning.

Where County offices are closed for the day for all nonessential employees, then all employees shall be given the day off without loss of pay. Those employees who are required to work during such periods shall be paid at the rate of time and a half their regular rate for all hours worked with a guaranteed minimum of four hours. These provisions, however, shall not apply to circumstances of delayed openings (i.e., weather related) or early dismissals (weather related or early closings on Christmas Eve or New Year's Eve).

In cases of delayed openings or early dismissals those employees who are required to and in fact report at their regularly scheduled time, and depart at their regularly scheduled time, in addition to their regular pay, shall receive an hour for hour credit calculated at straight time which may be taken in the form of additional pay or compensatory time at the option of the employee. These provisions shall apply notwithstanding FLSA.

26. STATE OF EMERGENCY

Where there has been a declaration of emergency by the Atlantic County Office of Emergency management or the County Executive, the County reserves the right to call non-essential personnel from any department in to work to perform functions which may be outside their official job title, as the emergency dictates. This will be at the discretion of the County. Where all County offices are closed for all nonessential employees, nonessential employees who work pursuant to this section shall be compensated in accordance with Section 25, Emergency pay.

The County also reserves the right, throughout the duration of the emergency, to require all essential personnel in any department to perform tasks which may be outside of their official job title.

27. BEEPER/ON-CALL PAY

A. Whenever employees are required to carry and respond to a beeper during off-duty hours, the employee shall receive the sum of twenty (\$20.00) dollars per shift. Effective January 1, 2023, employees shall receive twenty-five (\$25.00) dollars per shift.

B. In all cases where an employee is called into work in response to a beeper page, the employee shall be compensated at time and a half their regular rate of pay for all hours worked with a guaranteed minimum of four (4) hours. Call in time shall commence when the employee is called to work and reports to work within one (1) hour of being called and the period shall end when the employee returns home, provided the employee returns home within a reasonable period of time following the conclusion of the assignment.

28. TRAVEL ALLOWANCE

A. Whenever an employee is required to use employee's privately owned vehicle, or as a condition of employment uses such vehicle, the County shall be responsible for indemnification for such sanctioned use and shall reimburse the employee at the IRS rate then in effect.

B. The care, custody, scheduling and assigning of County owned vehicles remains the sole responsibility of the employer and/or the employer's manager designee.

29. HEALTH BENEFITS

A. Medical Insurance.

1. Employees and their eligible dependents shall be entitled to comprehensive medical/hospital and prescription coverage in accordance with any plans and programs of the New Jersey State Health Benefits Program. Employees shall make health benefit contributions for medical and prescription plan costs consistent with the schedule attached hereto as Appendix A. Employees shall not make plan contributions in addition to the contributions noted above unless they elect a higher cost plan than NJ Direct 2030 when applicable (starting in plan year 2023).

2. Beginning plan year 2023 (open enrollment 2022), NJ Direct 2030 shall be the base plan for all employees, current and future. Any employee electing a plan with a higher premium than NJ Direct 2030 shall be responsible for paying the difference between the Employer's cost for that employee to be enrolled in the higher premium plan and the Employer's cost if that employee were enrolled in NJ Direct 2030. That is in addition to the employees Appendix A cost share for the plan they are enrolled in.

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

4. All of the coverage outlined above shall extend through the duration of this Agreement, however, the County reserves the right to re-open this Agreement in the event changes are made in the healthcare and prescription offerings by the NJSHBP.

5. EMPLOYEE, as used herein, means a bargaining unit member who works 25 hours or more per week. 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. 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 (3) years after retirement commencing with the employee's retirement date. Retirement is currently defined as having 25 years or more of service credit in the State Pension Plan and 25 years of service with Atlantic County 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 coverage as may occur during the three year period of the employer paid coverage. Any employee of the bargaining unit hired on or before January 1, 1990 shall be entitled to five (5) years of health benefits coverage for himself/herself and eligible dependents after retirement commencing with the employee's retirement date. Contributions for post retirement health benefits shall be determined by New Jersey Legislation S-2937 (Chapter 78, P.L 2011).

7. Leave of Absence: When an employee is granted a leave of absence unrelated to any Family and Medical Leave Act, the coverage of that employee and employee's dependents will be terminated unless the employee reimburses the County in full for the premiums due during the leave in advance of taking such leave. Employees can then re-enroll with the County group upon returning from the leave of absence. In no event can this period of reimbursed coverage exceed six (6) months. An employee who goes to an unpaid status for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

8. Part-time Employees, defined as those regularly scheduled for at least 25 hours of work per week, shall be entitled to health benefits. Temporary and part-time employees working less than 25 hours per week are not entitled to any health benefits.

9. Eligible employees and their families will be offered temporary extension of health coverage called continuation coverage under COBRA provisions of the NJSHBP.

10. 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. Any employee who would otherwise be subject to the premium co-pay provisions of Section A (1) as listed above who opts out or waives medical coverage is not responsible for premium co-pays during the opt out period. The employee would be responsible for the premium co-pay if they join or rejoin the County's health insurance program.

B. Disability Pool. The County will maintain its disability pool system subject to the following changes:

1. The County's decision as to employee's eligibility to use the disability pool will not be arbitrarily or unreasonably denied.

2. All disability claims shall be submitted to an independent doctor mutually agreed upon by both the union and the County for evaluation and approval.

3. Employees are eligible to use the program while maintaining up to one year's worth of sick and vacation time.

4. Employees who have previously utilized disability pool benefits may reapply for maximum pool benefits after full repayment of amounts previously used.

5. The decision to either approve or not approve entry into the disability pool in the first instance shall be with the department head. The Union may appeal the department head's decision to the Director of Human Resources who shall render a decision within ten (10) calendar days following receipt of the appeal. The decision of the Director of Human Resources may be challenged through the grievance process of this agreement.

C. Workers' Compensation - If an employee of this unit is injured on duty during working hours, employee will be entitled to Worker's Compensation benefits as set forth in NJSA 34:15.

30. EFFECT OF LAW

A. LEGISLATIVE ACTION. If any provisions of this Agreement require adoption or modification or require the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary action or the rule modification is enacted, and that the parties may jointly seek, if feasible, the enactment of such action or rule modification.

B. SAVING CLAUSE. If any provision of this Agreement shall conflict with any Federal or State Law or regulation, that specific provision of the Agreement shall be deemed amended or nullified to conform to such. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. Upon request of either party, the Employer and the Union agree to meet and renegotiate any provision so affected.

31. DURATION OF AGREEMENT

The Agreement shall be effective as of January 1, 2021, and shall remain in full force and effect until December 31, 2024.

The Agreement shall be automatically renewed 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 thereafter until such time as a new Agreement is executed. In the event either party wishes to begin negotiations earlier than 60 days before the expiration date, that party shall notify the other in writing.

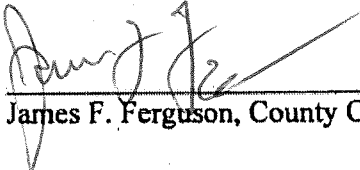
32. PRORATION AND RETROACTIVITY OF PAYMENTS

No provision of this Agreement except salary, perfect attendance bonus and holiday pay, including without limitation, allowances, stipends and travel expenses, shall be retroactive. In those limited instances where payments are retroactive, retroactive payments of any kind, including salary increases, shall not be made or required for those employees who separate from employment prior to the date on which payment is issued. For the 2021-2024 contract only, employees on board as of the date the Memorandum of Agreement is ratified by the Union but retire from County service prior to the date which payment is issued, shall receive retroactive pay pursuant to his agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals below:

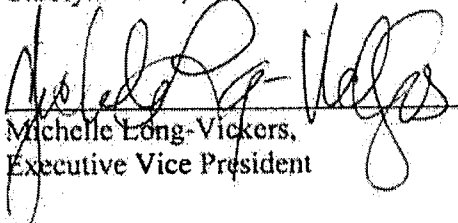
ATLANTIC COUNTY


Dennis Levinson, County Executive 8/3/22 Date

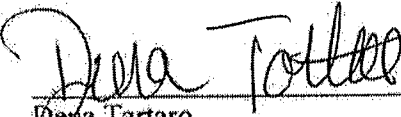

James F. Ferguson, County Counsel 8/2/22 Date

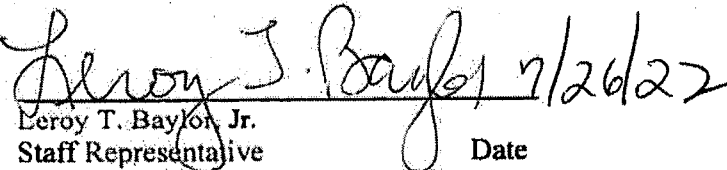
CWA LOCAL 1040
INTERGENERATIONAL SERVICES

Carolyn Wade, President Date


Michelle Long-Vickers, Executive Vice President 7-21-22 Date


Ruth Barrett, National Staff Rep. 7/22/22 Date


Dena Tartaro, Branch Executive President 7-26-22 Date


Leroy T. Baylor Jr. Staff Representative 7/26/22 Date

APPENDIX A

**PERCENTAGE OF PREMIUM CONTRIBUTION
SINGLE COVERAGE**

Salary Range	Percentage of Premium
Less than 20,000	4.50%
20,000 - 24,999.99	5.50%
25,000 - 29,999.99	7.50%
30,000 - 34,999.99	10.00%
35,000 - 39,999.99	11.00%
40,000 - 44,999.99	12.00%
45,000 - 49,999.99	14.00%
50,000 - 54,999.99	20.00%
55,000 - 59,999.99	23.00%
60,000 - 64,999.99	27.00%
65,000 - 69,999.99	29.00%
70,000 - 74,999.99	32.00%
75,000 - 79,999.99	33.00%
80,000 - 94,999.99	34.00%
95,000 and over	35%

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE

Salary Range	Percentage of Premium
Less than 25,000	3.00%
25,000 - 29,999.99	4.00%
30,000 - 34,999.99	5.00%
35,000 - 39,999.99	6.00%
40,000 - 44,999.99	7.00%
45,000 - 49,999.99	9.00%
50,000 - 54,999.99	12.00%
55,000 - 59,999.99	14.00%
60,000 - 64,999.99	17.00%
65,000 - 69,999.99	19.00%
70,000 - 74,999.99	22.00%
75,000 - 79,999.99	23.00%
80,000 - 84,999.99	24.00%
85,000 - 89,999.99	26.00%
90,000 - 94,999.99	28.00%
95,000 - 99,999.99	29.00%
100,000 - 109,999.99	32.00%
110,000 and over	35.00%

**HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER;
PARENT/CHILD COVERAGE**

Salary Range	Percentage of Premium
Less than 25,000	3.50%
25,000 - 29,999.99	4.50%
30,000 - 34,999.99	6.00%
35,000 - 39,999.99	7.00%
40,000 - 44,999.99	8.00%
45,000 - 49,999.99	10.00%
50,000 - 54,999.99	15.00%
55,000 - 59,999.99	17.00%
60,000 - 64,999.99	21.00%
65,000 - 69,999.99	23.00%

70,000 - 74,999.99	26.00%
75,000 - 79,999.99	27.00%
80,000 - 84,999.99	28.00%
85,000 - 99,999.99	30.00%
100,000 and over	35.00%