

PREAMBLE

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

The parties recognize that it is the responsibility of the County` to provide the highest quality services to its residents. In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of professional ethics and responsibilities. It is the intent and purpose of the Agreement to promote and improve the mutual interest of the patients, of the County, as well as its employees, promotion of equitable employment standards.

ARTICLE 1

RECOGNITION AND DEFINITION

A. The County of Atlantic recognizes JNESO District Council 1, IUOE, AFL-CIO (hereinafter known as "the Union") as the sole and exclusive collective bargaining representative of all full time, part time, per diem, and graduate Registered Nurses.

B. The parties agree that this Agreement shall apply and remain and continue in full force and effect at any location to which the Employer may move. The parties further agree that this Agreement shall apply to any new or additional facilities of the Employer and under its principal direction and control within the State of New Jersey.

C. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement.

D. Upon the signing of this Agreement, the Employer shall furnish the Union and the Local President with a copy of a list of their employees covered by this Agreement. This list of employees in the bargaining unit is to contain the following information: employee's name, date of hire, and rate of pay. The employer shall supplement this list at quarterly intervals.

Upon the signing of this Agreement, the Union shall furnish the Employer with a list of names of the designated shop stewards covered by this Agreement.

At the time a new bargaining unit employee, as defined in this Agreement, is hired, the Employer shall deliver to said bargaining unit employee, with a copy to the Union representative, a written notice that the Employer recognizes and is in contractual relation with the Union.

E. Part time employees shall be defined as employees regularly scheduled for at least sixteen (16) hours per week but less than 35 hours per week.

1. Definition of Terms. Unless otherwise indicated, the following when used herein shall mean:

(a) "Employees" refers to employees in the certified negotiating unit as recognized.

- (b) "Local Union" refers to the constituent Local of the Union at the various job sites.
- (c) "Management" refers to employees with supervisory responsibility, inclusive but not limited to Department and Division Heads, not covered by the terms of this Agreement.
- (d) "Authorized representative" refers to Union and County employees who are authorized, by way of position and/or delegation, to ensure correct and proper implementation of terms agreed to herein.
- (e) "Shift" shall mean any normal, standard tour of duty as described herein:

2. Shift Tour of Duty

Day -Resident Services: 6:45 AM - 3:15 PM

Public Health: 8:30 AM - 4:00 PM

Eve.-Resident Services: 2:45 PM - 11:15 PM

Night-Resident Services: 10:45 PM - 7:15 AM

Public Health: The Employer and employee may agree to occasionally vary shifts in order to staff clinics and perform visits during other than the Day Shift.

ARTICLE 2

DUES CHECKOFF

A. The County agrees to deduct the Union monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted to the Union, together with a list of the names of all employees in the bargaining unit, their hours worked, or if none so indicated, (during the pay periods covered), their base hourly rates and the deduction amounts from those employees for whom the deductions were made following each pay period.

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

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

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

ARTICLE 3

NON-DISCRIMINATION

The County and the Union agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, sexual orientation, marital status, race, color, creed, disability, national origin, political affiliation/activity, or physical handicap as provided by Rehabilitation Act, Section 504, private conduct, or Union activity which is permissible under law.

ARTICLE 4

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 operations of the Employer. The Union shall furnish the names of all such agents to the Employer upon the specific written request of the Employer.

B. The Union shall have the right to post Union notices on available bulletin boards used for general purposes and/or those normally used to post notices to employees. The County will provide two (2) locked bulletin boards; one (1) in the Meadowview employee dining room and one (1) in Public Health on the second floor.

C. Whenever any representatives of the Union or any employee is scheduled by the parties during working hours to participate in negotiations, or grievance proceedings, such employees shall suffer no loss in pay or benefits. Whenever a third shift negotiator is scheduled to work the shift prior to a scheduled negotiation session, he/she shall work no more than four (4) hours and be released from work with pay, subject to the staffing needs of the Department.

D. The County will give release time with pay to two (2) delegates/or representatives, designated by the Union, to attend Union conferences and/or the JNESO convention, not to exceed twenty (20) days per year in aggregate.

Any one (1) member of bargaining unit chosen as a delegate to the International convention shall be granted five (5) additional paid days to attend the international convention, once every five (5) years.

E. A Local Union Officer/County employee will be allocated thirty (30) minutes of paid time to meet with new employees during the orientation period. Such orientation shall occur during normal work hours and shall not be subject to overtime.

ARTICLE 5

NEGOTIATIONS PROCEDURE

A. The County and the Union agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the Union and the Employer shall exchange proposals for modifications to be included in the successor Agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Such Agreement shall apply to all members of the negotiating unit and shall be reduced to writing, after ratification by the County and the Union, and be signed by all parties.

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

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

ARTICLE 6

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of all County functions, properties and facilities, and the activities of County employees, while on County time or on County Facilities;

2. To hire all employees and, subject to the provisions of NJ Department of Personnel, to determine their qualifications and the conditions for their continued employment or their dismissal or their demotion, and to promote employees as necessary;

3. To maintain the efficiency of County operations;

4. To take all necessary actions to carry out its mission in situations outside of the control of the County;

5. To exercise complete control and discretion over its organization and the technology of performing its work consistent with the standards of the nursing profession;

6. To schedule employee work hours;

7. To take disciplinary action.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the County, the adoption of policies, rules and 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 County, at its sole discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this Agreement, and as consistent with the accepted standards of the nursing profession.

ARTICLE 7

GRIEVANCE PROCEDURE

A. Purpose. The parties agree that it is in the best interest of employees and management that all grievances should be resolved promptly and equitably. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the Union and the County upon written request to the other.

1. The following procedure which may be initiated by an employee and/or the Union acting as his/her representative shall be the sole and exclusive means of seeking adjustment settling grievances.

2. Whenever any representative of the Union, or any employee, is scheduled by the parties during his/her working hours to participate in grievance procedures, such employee shall suffer no loss in regular pay or benefits.

3. A grievance which affects a substantial number or class of employees and/or which the Employer representative designated in Step 1 lacks the authority to settle, may initially be presented at Step 2 by the Union representative. A grievance concerning a discharge or suspension may be presented in writing initially at Step 2 in the first instance if such acts are mandatorily negotiable under the law. Initiation of such grievances shall be subject to the time limits set forth in paragraph D1 below.

B. Definition of Grievance. A grievance is an allegation by an employee or the Union that there has been:

1. A contractual violation, defined as a breach, or misinterpretation or improper application of the specific and express written terms of this Agreement.

2. A non-contractual violation, defined as an arbitrary or discriminatory application of, or failure to act pursuant to, the policies of the County of Atlantic relating to terms and conditions of employment.

C. Preliminary Informal Procedure. An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. At the employee's option, he/she may request the presence of a Union representative.

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

D. Formal Steps.

1. Step One. The grievant employee, through the Union Steward, shall submit the grievance within ten (10) working days of its occurrence to the Director of Nursing. Upon proper presentation of the grievance, the Director of Nursing or authorized representative shall then attempt to adjust the matter, and shall respond to the Union Steward within five (5) working days. Failure to act within ten (10) working days shall be deemed to constitute advancement of the grievance to the next step.

2. Step Two. Department Head. If the grievance has not been settled at Step One, it shall be presented in writing by the Union Steward to the employee's Department Head within five (5) working days after the response of the Director of Nursing or authorized representative is due. The Department Head shall respond within seven (7) working days. Failure to act within seven (7) working days shall be deemed to constitute an advancement of the grievance to the next step.

3. Step Three. County Designee. If the grievance still remains unsettled, the Union Steward may, within five (5) working days from the date on which the Department Head's response was due, forward the grievance to the County Designee, or authorized representative. The County Designee, or the authorized representative, shall respond within ten (10) working days.

If the decision of the County Designee does not resolve the matter, then, within fifteen (15) working days of the date of the Designee's response, or the date by which such response was due and only if the grievance alleges a contractual violation, the Union may move the matter to arbitration. A request to proceed to arbitration must be made

within the aforesaid fifteen (15) working day period. Failure to comply with this requirement shall constitute a bar to such arbitration, unless the Union and the County mutually agree in writing to an extension of said period.

E. Arbitration.

1. With regard to subject matters that are arbitrable, an arbitrator shall be selected by a timely filing with the Public Employment Relations Commission, and said selection process shall be in accordance with the files of that agency. Timely filing for purposes of this paragraph shall mean a period of time not to exceed seven (7) working days from the date on which the request for arbitration was forwarded to the County.

2. However, no arbitration hearing may be scheduled sooner than thirty (30) days after the final decision of the County Designee or the authorized representative.

In the event the aggrieved party or the Union elect to pursue NJ Department of Personnel remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in the processing of the case to arbitration.

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

4. The cost of the services of the arbitrator shall be borne by the party which loses the case. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

F. The time limits outlined above may be extended or waived by mutual consent in writing. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and legal holidays.

ARTICLE 8

HOLIDAYS

A. The following days shall be recognized as holidays:

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

The Employer will recognize any additional days declared by the Governor and County Executive.

B. The employee, at their option, may elect to receive an additional day off for any seven (7) of the thirteen (13) holidays which the employee works. The employee shall indicate whether they wish the cash or time off for up to seven (7) of the worked holidays; the remaining six (6) shall be cash payment only. When time off is selected, such time off must be taken within 120 days of the date worked. The selected alternate date shall be approved in advance by the management. Such approval shall not be unreasonably denied.

C. Any hours worked on the holiday in addition to a full shift will be paid at straight time unless total hours worked for that week exceed the regular work week, in which case the

employee shall receive time and one-half (1 1/2) for all hours worked beyond the regular work week.

D. If a holiday is observed while a full-time employee is on paid annual leave he/she will receive holiday pay for that day, and it will not be charged against annual leave credits. If an employee is on paid leave, and is absent the day preceding or the day following a scheduled holiday, unless the employee is scheduled and works the actual holiday, the Employer may require a doctor's certificate to substantiate the illness. If requested by the Employer, and not supplied by the employee, a sick day will be charged, and holiday time will be forfeited.

E. Each employee is entitled to either Thanksgiving or Christmas off each year on an alternating basis (i.e. work Thanksgiving one year, off Christmas; next year reverse).

F. Part Time Employees.

1. A part time employee who works two (2) days/week must work four (4) holidays per year, one of which must be Thanksgiving or Christmas on alternate years.

2. A part time employee who works three (3) days/week must work five (5) holidays per year, one of which must be Thanksgiving or Christmas on alternate years.

3. A part time employee who works four (4) days/week must work six (6) holidays per year one of which must be Thanksgiving or Christmas on alternate years.

ARTICLE 9

VACATIONS

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

<u>Years of Service</u>	<u>Vacation Days</u>
Start through 1 st year	1 day per month
Start of 2 nd year through 5 yrs.	14 days
Start of 6th yr. through 10 yrs.	16 days
Start of 11th yr. through 15 yrs.	19 days
Start of 16th yr. through 20 yrs.	21 days
Start of 21 st year and thereafter	25 days

B. Vacation pay shall be paid at the employee's regular straight time rate per their job classification, and shall include their shift differential if permanently assigned to the second or third shift.

C. Vacations shall be scheduled and granted for periods of time requested by the employee in accordance with the following conditions:

1. Requests for vacations during the summer period between June 15 and September 1 must be submitted by the preceding April 15. Requests submitted after April 15 shall be approved or disapproved on a first come first served basis and not by seniority, and be responded to within 30 days.

2. Requests for vacation during other than the summer period must be submitted not later than 15 days prior to the date on which the monthly schedule is posted for the month during which the vacation is required.

Requests for vacation time cannot be submitted more than ninety (90) days prior to the time requested, except as delineated above for the summer period.

3. All requests must be responded to within thirty (30) days.

4. If the nature of the work requires management to limit the number of employees on vacation at a given time, the employee with greatest seniority shall be given preference.

5. For a single day of vacation, 48 hours notice shall be given, and in the event of a conflict, seniority shall prevail. Four (4) half days may be taken and responses to requests for same will be provided within 24 hours.

6. All scheduling of vacations shall be subject to management's responsibility to maintain efficient operations.

7. Notwithstanding the language in Paragraphs 4 and 5 above, once a vacation request has been approved by a supervisor, it may not be subject to seniority bumping if the proper guidelines as to the time lines of the request have been followed.

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

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

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

G. Employees Separated from Service.

1. Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she accumulated up to the time of separation at his/her CURRENT RATE OF PAY.

2. Any employee utilizing annual leave and leaving the service of the Employer for any reason prior to earning all of the annual leave taken shall have all

unearned pay deducted from their final paycheck. Should the final paycheck be insufficient for recoument of unearned but used vacation time, the employee agrees to repayment of such amounts as are due and owing the County within thirty (30) days of severance. Failure to make such payments shall entitle the County to seek an appropriate judgment against the employee to recover such amount due, as well as attorney fees and cost of suit of collection.

H. Earned vacation days that have not been used at the end of the year may be carried over into the next year only. This carryover cannot be more than the number of vacation days an employee can earn in a given year. Any extra days are forfeited.

I. Personal Days. Three (3) days per year of Administrative/Personal time will be available for personal use, in accordance with the following conditions:

1. New full time employees hired in the first quarter of the calendar year are entitled to 3/4 of the time; and those hired during the last quarter are entitled to 1/4 of the time. During all subsequent years, employees are entitled to all the days.

2. Under normal circumstances, administrative/personal time should be scheduled in advance. Administrative/personal time may be used in increments of hours. An employee cannot call in for use of administrative time at the beginning of his/her scheduled shift. Use of this time for the beginning of a work shift must be approved in advance.

3. Administrative/personal time must be taken within the year accrued.

ARTICLE 10

SICK LEAVE

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

B. One (1) working day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 1/4) working days per month. If any permanent employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

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

1. Personal illness which renders an employee unable to perform his/her duties.

2. Presence of serious illness in the immediate family which requires the employee's short term personal care. "Immediate family" is defined as the 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 (i.e., doctor does not have evening or weekend visiting hours). One week advance notice is required, except in emergency circumstances, and a doctor's note is required as verification.

D. Retiring County employees under the P.E.R.S. system shall be reimbursed at a rate of 50% of accrued sick leave, up to a maximum of \$18,000. A retiree will be eligible for this benefit if he/she at retirement is a permanent County employee, and has continuous service as defined by P.E.R.S.

E. If an employee is absent for three (3) consecutive working days, more than 7 occurrences in a 12 month period or establishes a pattern of absence that gives reason to suspect abuse of sick leave, the Employer may require acceptable evidence, such as a doctor's certificate or examination by a physician retained by the Employer. If a doctor's certificate is required, a county sick leave form, stating the nature of the illness and length of absence, will be used.

F. 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 as set forth above shall notify his/her immediate supervisor or his/her designee by telephone. Those employees in 24 hour operations should notify his/her immediate Supervisor or his/her designee by telephone 1.5 hours prior to the start of the scheduled shift, except in cases of severe illness. Public Health employees shall notify their immediate supervisor or his/her designee not later than fifteen (15) minutes after the scheduled shift commences, except in cases of severe illness. If not done, he/she shall be considered absent without pay. (Calls shall be made on a specific phone line designated for that purpose.)

G. The present practice of employees' unused sick days, vacation days and comp hours shall be reflected on each pay stub.

H. A quarterly attendance bonus of \$75 will be paid for employees who do not have any sick time, disciplinary actions, suspensions, unpaid leaves of absence or W time usage (except for .25 hours or less due to lateness in a quarter). Employees who receive the quarterly bonus in each of the four quarters of the calendar year shall receive an additional annual bonus of \$250 at the end of the year.

ARTICLE 11

LEAVES OF ABSENCE

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

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

C. Leaves of Absence Without Pay.

1. A permanent employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties, shall be granted a leave of absence without pay for a period not to exceed six (6) months with Department Head and appointing authority approval.

2. An employee who desires to engage in a course of study such as will increase his/her usefulness of return to service, or for any reason considered valid by the Department Head and the appointing authority, desires to secure leave of absence from regular duties may, with the approval of the Department and the Employer, be granted a special leave of absence without pay for a period, or at the employee's option a leave with pay utilizing accrued benefit time not to exceed six (6) months, which may be extended for an additional six (6) months with Department Head and appointing authority approval.

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

E. Any employee who is a member of the Union and is legally elevated to an official full time position in the parent Union shall be granted a leave of absence without pay to attend

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

F. Military Leave. Any Permanent employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.

1. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of the United States in time of war or emergency or pursuant to or in connection with the operation with any system or selective service. Employees having only temporary status who enter on active duty with the Armed Forces of the United States shall be regarded as having designed.

G. FMLA/FLA.

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

2. Definitions

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

- b. **Immediate Family** - Parent, child, or spouse as defined in 29 CFR § 825.200(9); NJAC4A:6-1.21(b)(7).
- c. **Key Employee** - An employee who is among the highest paid 10% of all County employees; whose base salary is within the highest 5%; or whose base salary is one of the seven highest.
- d. **Parent** - Parent means a person who is the biological parent, adoptive parent, foster parent, stepparent, parent-in-law (not included under FMLA), or legal guardian, having a “parent-child relationship” with a child as defined by law or having sole or joint custody, care, guardianship, or visitation with a child.
- e. **Serious Health Condition** - Serious Health Condition means an illness, injury, impairment, or physical or mental condition which requires:
 - i. inpatient care in a hospital, hospice, or residential care facility; or
 - ii. continuing medical treatment; or
 - iii. continuing supervision by a health care provider.
- f. **Spouse** - A husband or wife as recognized by state law.
- g. **Hours Worked** - For purposes of determining eligibility, hours worked means the actual hours worked as determined under the principles of the Fair Labor Standards Act.

3. Eligibility

- a. FLA leave:
 - i. The employee has worked for the county for a total of 12 months, and
 - ii. The employee has worked a minimum of 1000 hours in the past 12 months.

- a. FMLA leave
 - i. The employee has worked for the county for a total of 12 months which need not have been consecutive, and
 - ii. The employee has worked a minimum of 1250 hours in the past 12 months.
- a. Special rules apply to Key Employees. Contact Human Resources for details.

4. Leave Entitlement

- a. FMLA leave - An employee is entitled to a total of 12 work weeks of unpaid leave during the 12 month period measured forward from the date the employee's first FMLA leave begins, for any of the following reasons:
 - i. birth, adoption or placement for foster care of a child
 - ii. to care for an immediate family member (spouse, parent or child) with a serious health condition
 - iii. the employee's own serious health condition

II. FMLA/FLA Leave

- a. FLA leave - An employee is entitled to a total of 12 work weeks of unpaid leave during a 24 month period measured forward from the commencement of the FLA leave, for any of the following reasons:
 - i. birth, adoption or placement for foster care of a child

- i. to care for an immediate family member (spouse, parent or child) with a serious health condition

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

Consult Human Resources for specific leave determination.

1. **Intermittent and Reduced Leave**

- a. Intermittent and reduced leave are available under both the FMLA and FLA.
- b. For FMLA/FLA leave taken for the birth or placement of a child, use of reduced or intermittent leave requires the consent of the county unless a serious health condition is involved.
- c. Employees must make a reasonable effort to schedule reduced or intermittent leave so as not to disrupt the operations of the county.

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

1. **Paid or Unpaid/ Relation to Other Leave Provisions**

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

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

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

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

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

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

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

II. FMLA/FLA Leave

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

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

1. **Notification by Employee**

- a. **Foreseeable Circumstances** - The employee is required to provide written notice to the county of the need to take FMLA/FLA leave 30 days in advance or as soon as practicable for birth, placement, or adoption of a child, and at least 15 days in advance or as soon as practicable for the serious health condition of the employee or an immediate family member. Failure to provide advance notice may delay the granting of FMLA/FLA leave until 30 or 15 days, as applicable, after notice is given.
- a. **Unforeseen Circumstances** - When leave is not foreseeable, the employee is required to provide notice of the need to take FMLA/FLA leave as soon as practicable. Except in extraordinary circumstances, that would be no later than

one or two working days. Initial notification may be oral to the department designee. The County may require written confirmation.

- b. An employee must provide sufficient information to the county to establish an FMLA/FLA qualifying reason for the requested leave.
- c. Requesting Leave - An employee who is requesting FMLA/FLA leave shall complete the County Request for Leave and submit it to their supervisor within the required time frame for notice.
 - 1. Certification - The County requires the need for leave for the serious health condition of an employee or the employee's immediate family member be supported by a certification issued by a health care provider. The County Medical Certification Form is to be used for this purpose. No other less comprehensive form or note will be accepted. The County also requires an employee to provide reasonable documentation or a statement of family relationship if the leave is to care for a family member.
 - b. Initial Certification - An employee must return the County Medical Certification Form as soon as possible, but no later than 15 calendar days after being informed of the need to provide certification. Failure to provide the certification in a timely manner may result in delay of the leave until the certification is received for foreseeable leave, and for unforeseeable leave, result in the delay of the continuation of the employee's leave until the certification is received. If the County Medical Certification Form is never presented by the employee, the leave will not be FMLA/FLA leave.
 - c. Confirmation of Certification - The County may, at its own expense, require an employee to obtain a second medical certification from a health care provider.

The County may choose the health care provider for the second opinion with certain restrictions.

II. FMLA/FLA Leave

If the opinions of the employee's and the County's health care providers differ, the County may require the employee to obtain a certification from a third health care provider at the County's expense. This third opinion, by a health care provider jointly approved by the County and the employee, shall be final and binding.

- c. Recertification - The County may require an employee to submit subsequent recertifications on a periodic basis as provided under applicable law. The employee is responsible for the cost of the recertification. Failure to provide the recertification may result in the delay of the employee's continuation of FMLA/FLA leave.
- d. Certification of Fitness to Return to Work - The County will require a certification of fitness to return to work under the same conditions as set forth in the paid sick leave policy. Failure to provide a return to work certification may result in delay of restoration to employment until the certification is submitted.

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

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

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

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

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

1. **Notification of Leave Designation - The Division of Human Resources** shall review all requests for time off which may qualify as FMLA/FLA leave and notify the requesting employee of the designation of the leave in accordance with the regulations through the use of the county notification form. If the county is unable to immediately obtain sufficient information to confirm eligibility as FMLA/FLA leave, the leave may be provisionally designated as FMLA/FLA leave pending confirmation. If further investigation fails to confirm a qualifying reason, the FMLA/FLA designation may be withdrawn on written notice to the employee
2. **Exercise of Rights** - The County shall not take any adverse action against an employee who exercises his or her rights under the FMLA or FLA.

18. Absence Without Leave. NJCS 4:17.23
 - a. Any unauthorized absence of an employee from duty shall be an Absence Without Leave, and is cause for disciplinary action.
 - b. 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.
19. Should a temporary disability plan be offered elsewhere in the County, such plan shall be offered to JNESO. (This provision does not apply to temporary disability offered to Welfare employees.)

ARTICLE 12
HOURS OF WORK

A. The work week shall consist of five (5) work days, Sunday through Saturday, in a pre-established schedule. Each work shift shall consist of seven and one-half hours (7 1/2) inclusive of one-half hour (1/2) unpaid lunch and one (1) fifteen (15) minute paid break for the employees of the Division of Public Health, and eight and one-half (8 1/2) hours inclusive of one-half hour (1/2) unpaid lunch and one (1) fifteen (15) minute paid break for the employees of the Division of Resident Service with a pre-established meal schedule.

B. The work week for Public Health Nurses shall be Monday through Friday, 8:30 a.m. to 4:00 p.m., inclusive of one-half (1/2) hour for lunch and one (1) fifteen minute paid break, unless the Employer and employee work out a flexible time schedule. Employees shall have the option to flex time, accrue compensatory time, or be paid at the overtime rate. Employees of this Division may, at their option, agree to work a schedule consisting of any five (5) days during the week. Employees hired after January 1, 1981 may be required to work a schedule encompassing five (5) days in any calendar week.

C. Nurses' schedules will be posted by the 20th of the preceding month. These schedules, however, must remain flexible to ensure adequate coverage of residential facilities, clinics, etc. If schedule changes are necessary, they must be discussed with the affected employees before changes are implemented.

D. The County and the Union, initiated by either party, will meet to discuss alteration of the normal workday or work week to permit experimentation with other systems of scheduled work time. Any such experimentation must be with the mutual consent of both the Union and the County.

ARTICLE 13

OVERTIME

A. In each Division, the employer shall maintain a list of all overtime worked and by whom, and a copy of such list shall be made available to the Union on a monthly basis.

B. The employer shall distribute overtime on a rotating basis in the following manner:

1. Upon ratification of the current contract, the employee with the most bargaining unit seniority in each Division shall be offered overtime first.

2. The employee has the option to accept or decline the offered overtime. In either instance, that employee will be moved to the bottom of the list and the next most senior employee will be offered overtime. This process will continue until one employee accepts the overtime.

3. In the Public Health Division, if the first available employee is not "qualified" (having knowledge/expertise in a particular program) to perform the offered overtime, then the next most senior employee who meets the aforementioned "qualifications" will be offered the overtime. If the "qualified" employee either accepts or declines, that employee will be moved to the bottom of the list.

C. One and one-half (1 1/2) times the employee's hourly rate of pay shall be paid for overtime worked in excess of 37.5 hours per week in Public Health, and for overtime worked in excess of 40 hours per week in Resident Services. Overtime compensation may be in cash or compensatory time off, or flex time, at the employee's option, in accordance with the Fair Labor Standards Act.

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

1. All hours actually worked;
2. Holidays (scheduled);
3. Annual leave (vacation);

4. Personal days.

E.1. The County shall have the right to utilize per diem nurses who are willing to work on an hourly basis providing the overtime is offered and refused by regular bargaining unit members. Unanticipated call-outs can be filled by the most expeditious method possible

2. Per diem employees must be utilized first before outside Agency Nurses can be employed. In no event will the Agency Nurse be used at the expense of full time, part time or per diem employee.

ARTICLE 14

CALL-IN PAY

A. An employee who has been called in to work at a time not contiguous with his/her regularly scheduled shift shall be paid at the rate of one and one-half (1 1/2) times his/her regular hourly rate. Call-in pay ends when the employee's regular work shift begins, or when the specific assignment terminates. Employees will be permitted to leave the work site when the work assignment is completed, unless the employee's scheduled work shift has commenced.

B. In all instances however, employees are guaranteed four (4) hours minimum compensation. When an employee is "called in", he/she shall be paid mileage at the pre-established rate on a portal-to-portal basis.

ARTICLE 15

SENIORITY

A. In all cases of demotions, recall, vacation schedules and choice of shifts in a continuous operation and disadvantages are concerned, an employee with the greatest amount of seniority in the bargaining unit shall be given preference, provided he/she has the ability to perform the work involved in the job title.

B. 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 permanent employment while on leave.

C. Additionally, every employee shall be given the opportunity to achieve NJ Department of Personnel status within one (1) year of employment or the signing of this Agreement.

D. Two (2) separate seniority lists will be maintained: one (1) for part time, and one (1) for full time employees.

ARTICLE 16

PERSONNEL PRACTICES

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

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

C. A planned orientation program under the responsibility and direction of the Employer will be instituted. The Director/Directress of Nursing Services will assure that new nurses receive adequate orientation to the health care facility, including specific orientation programs, clinical areas and individual responsibilities. Newly hired Nurses with previous experience will work with a preceptor for a minimum of two (2) weeks. Newly hired Graduate nurses will work for a minimum of four (4) weeks with a preceptor. Orientees will not be counted as patient care staff during their orientation.

D. No bargaining unit employees will be in charge of the unit unless they have first been given a working orientation to that unit for a period of at least five (5) working days. In addition, no bargaining unit employee will be floated out of the building to which they are regularly scheduled to work to another building unless they have been given a working orientation to that building for a period of at least one (1) day within one (1) year's period of time.

1. Institution. Unit assignment floating of nurses shall be done on a rotating basis.

E. Weekend Work. Full time employees and part time employees shall have two (2) weekends off per month in an alternating every other weekend pattern. Clinic employees currently not working weekends shall continue that practice except in an emergency situation. Weekends are defined as Saturday and Sunday on all shifts.

F. If an employee requests and receives compensatory time, vacation time, or administrative time resulting in three (3) weekends or more in a row off, then they must make up the extra weekend(s).

G. The County will promote the concept of upward mobility and in-house promotion, to the extent feasible under NJ Department of Personnel rules and regulations, by posting available job opportunities on bulletin boards. The Employer agrees to post upon the Union bulletin boards all job vacancies. Such posting shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of ten (10) working days. Also, notification of such title changes will be given to the President of the respective Local.

H. When a permanent promotion, transfer, vacancy or new title occurs, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to Public Health and Institution Nurses for a period of not less than ten (10) working days, excluding weekends and holidays, before the vacancy is filled.

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

J. An employee has the right of access to the County's official personnel records kept by the Employer or his agents, pertaining to the employee, and the Employer shall permit the employee to respond in writing to any document or instrument contained in said file within six (6) months of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The Employer agrees

to provide to the employee a copy of any document or instrument contained in said file upon the request of the employee. No unsigned document or instrument (except for attendance and time records), nor any document or instrument of unknown or questionable origin, shall be used against any employee in disciplinary matters.

K. All employees hired after the date of this Agreement shall be probationary for a period of ninety (90) days from the date of their commencement of work. During the period of probation, an employee shall have all rights under the Agreement, except the right to the Grievance Procedure.

L. In an effort to provide opportunity for continuing education for its professional nursing staff, the County will establish an education fund for the nurses of \$8,000.00 non cumulative.

Each nurse shall be entitled to two (2) paid days unless they hold a certification in gerontology or community health, then they are entitled to three (3) paid days for education purposes including registration and course fees, the cost of which is to be deducted from the annual fund. All training subsidized must be job related and approved in advance by the Director of Nurses. Subsidy shall be limited to direct course costs and will be distributed fairly among all nurses. Funds not used or requested by October 15th of each calendar year will be made available to all bargaining unit members on a first come, first served basis. Any funds that remain unused after bargaining unit members have been notified may be utilized for other educational purposes, including but not limited to the purchase of educational materials and/or films, site speakers, etc., subject to JNESO Local Union President approval. Funds not utilized in the calendar year allotted will not be carried in subsequent years. Nothing contained in this Article shall affect the practice whereby employees are from time to time requested by the County to take certain courses on County time and expense. The Union President will be given a breakdown quarterly on monies spent, upon request.

M. When an employee is physically prevented from traveling to work (when public transportation is not operating, as a result of an act of God such as a snow storm or other

extraordinary conditions), the employees 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 time will be accessed. 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 County-wide emergency day, wherein all other County employees receive pay, employees under this agreement shall also be paid.

N. In the event of an emergency (defined to mean an Act of God or other catastrophic occurrence), the County can require staff on duty to remain on duty beyond their normal shift in order to maintain efficient operations.

O. The Employer will provide registration fees for certification examinations and re-certification given by any nationally recognized certifying agency. For the initial certification, the employee must pass the exam and obtain the desired certification in order to be provided the fees.

P. Employee Personal Problems.

1. If an employee's work is suffering due to a personal problem, the employee is encouraged to contact the Office of Personnel who, in turn, may refer the employee to persons or places where he/she can receive professional help.

2. The responsibility for contacting the Office of Personnel, and any subsequent referrals for counseling or in-patient or out-patient treatment, is the employee's sole responsibility, and any personal agreement which may be developed between the employee and the Employer for the employee to seek such help for the personal problem in lieu of being disciplined for the prior conduct, will only be binding on the Employer as long as the employee follows all his/her responsibilities under this personal agreement.

Q. All part-time personnel employed as of the date of this Agreement shall retain all current prorated benefits including holidays and administrative benefits (in addition, public

health employees shall receive prorated pay for all holidays). These provisions shall not apply to pool workers.

ARTICLE 17

LAYOFFS

A. Layoffs, if required during the term of this Agreement, will be accomplished as specifically provided by the New Jersey Administrative Code 4:1-16.1 through 4:1-16.4.

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

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

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

E. Order of Layoff or Demotion (4:1-16.3).

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

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

a. In computing the performance ratings to determine the order of layoff or demotion, seniority credits to the extent of one (1) point for each of the past five (5) years of service and 1/4 point for each additional year of service up to ten (10) years shall be added to the average rating for the year preceding the date of layoff or demotion.

b. In the absence of an approved system of performance, ratings by the New Jersey Department of Personnel, layoff or demotion of permanent employees shall be in the order of seniority in the class, the person or persons last appointed being the first laid off or demoted.

c. In all cases when there are employees who are veterans, a disabled veteran or a veteran shall be retained in that order, regardless of his/her performance rating, in preference to a non-veteran having equal seniority in his class.

F. Notice of Layoff or Demotion (4:1-16.4).

1. No permanent employee in the classified service or employee serving a working test period after regular appointment shall be laid off or demoted in lieu of layoff until he/she shall have been given notice in writing, personally or by certified mail, of the date upon which he/she will be laid off or demoted and the reason for the action. Such notice shall be served at least forty-five (45) days before the layoff or demotion becomes effective, and a copy of such notice must be sent to the New Jersey Department of Personnel at the same time.

2. An employee who shall be laid off or demoted in lieu of layoff shall have the right of appeal to the New Jersey Department of Personnel, provided such appeal is received by the New Jersey Department of Personnel (formerly Commission) within twenty (20) days after the date of receipt of notice.

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

ARTICLE 18

UNIFORM ALLOWANCE

A. Each employee who, as a requisite of employment, is required by the Employer to wear certain uniforms, shall be granted a uniform allowance as follows:

2005 - \$650

2006 - \$650

2007 - \$650.

Provisions of the uniform allowance shall be retroactive.

B. The uniform allowance will be reduced on a pro-rata basis for breaks in service or non-service as follows:

1. Hiring after January 1 of each year.
2. Termination prior to December 31st each year.
3. Leaves of absence (with or without pay).

C. Payment shall be made in the first pay of December and in a separate check.

ARTICLE 19

PROFESSIONAL PRACTITIONER STATUS ADVISORY COUNCIL

A. The Employer recognizes that due to their special training and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving patient care, and that therefore, procedures should be developed whereby the views and recommendations of the employees covered by this Agreement can be heard and considered in another advisory capacity within the employees' facility.

B. The Directors of Nursing Service shall meet as necessary to review advisory recommendations from the Council which have been received in writing at least ten (10) calendar days before the scheduled meeting, and will respond to the Council in writing within ten (10) calendar days of any joint meeting with the Directors of Nursing and authorized Council representatives on on-duty time.

C. Should there be any dissatisfaction on the part of the Council with the response, the Council may request in writing the consideration by the Director of Nursing Service and the Department Head of Human Services.

D. The final and binding response of the Department Head of Human Services shall be given in writing within ten (10) days of the receipt of said written request or within ten (10) calendar days of any scheduled meeting between the above individuals and representatives authorized by the Council.

ARTICLE 20

WORKING OUT OF TITLE/CHARGE PAY

A.1. Effective with the ratification of this Agreement, employees who are required by the employer to perform functions normally assigned to a title which is supervisory and which is outside the bargaining unit, or, if in the bargaining unit, would receive a higher rate of pay, shall receive a differential of one dollar and seventy-five cents (\$1.75) per hour for the duration of this agreement.

A.2. In situations when an employee is called upon to act in an out-of-title supervisory capacity coupled with charge responsibility, as hereinafter defined, then the employee shall receive a differential of two dollars and twenty-five cents (\$2.25) per hour which shall continue throughout the duration of this Agreement. Individual JNESO members will be expected to assume out-of-title/charge responsibility in certain situations when called upon, but as infrequently as possible, with an explanation and with the understanding that patient safety is a priority.

B. Out-of-title pay shall be added to the hourly rate after computation of premium pay such as overtime.

C. In the Division of Public Health, in the absence of the Director and all supervisors, the individual working out of title shall be designated so, in writing. Individuals so designated will be relieved of field responsibility for such period of time.

D. Charge pay is defined as the differential paid to a nurse who assumes "Charge".

1. In Meadowview Division, charge is defined as a nurse who assumes charge for two (2) halls.

2. In Public Health "Charge" is assumed by one nurse in each clinic for all hours worked.

3. "Charge" pay, for the duration of this agreement, shall be seventy-five cents (\$.75) per hour for all hours worked.

4. "Charge" pay shall be maintained for Public Health Clinics for all hours worked.

ARTICLE 21

INSURANCE AND WORKERS' COMPENSATION

A. Medical Insurance.

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

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

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

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

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

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 currently defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full time service of up to 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 full time 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 employer paid coverage.

Upon completion of the three years paid Health Benefits coverage by the County, the "retiree" will then have the opportunity to purchase Health Benefits coverage from the New Jersey State Health Plan by means of a deduction from the retiree's state pension benefit.

C. Leaves 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 his dependents will be terminated unless the employee reimburses the County in full for the premium 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 months. Any employee who goes to an unpaid status, unrelated to Family Leave, for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

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

D. Employees will be allowed to maintain one (1) year of vacation time and one (1) year of sick time prior to entering the disability pool.

E. The County shall have the right to substitute a different plan or carrier that is equivalent to or better than the existing plan, at no greater cost to the employee and that is agreed to by the Union.

ARTICLE 22
DISCHARGE, DEMOTION, SUSPENSION AND
DISCIPLINE

A. Discipline.

1. The Employer shall not demote, suspend or discharge any permanent employee without just cause. An employee may appeal a demotion, suspension, or discharge at the third step of the grievance procedure, proceeding to include a hearing when disciplinary action involves discharge, suspension of more than five (5) days. In the event any employee elects to pursue NJ Department of Personnel remedies, it shall be deemed a waiver of any right to proceed under the grievance procedure. The Union shall be notified within one (1) working day following any demotion, suspension or discharge by the Employer, in writing. Discipline will be done in progressive steps unless the severity of the infraction requires otherwise. Discipline, Resolution or Corrective Action, shall be dispensed within a one (1) month period.

2. The Employer will discipline employees in such a manner so as to not embarrass the employee before the public or other employees, unless the severity of the infraction requires immediate action.

B. Removal. As specified by the NJ Department of Personnel Rules and Regulations, the following will apply as causes for removal from payroll. A permanent employee in the classified service may not be removed except for just cause upon written charges. Notice of removal shall be sent to the employee on the form prescribed by the NJ Department of Personnel, and a copy of said notice shall be sent to the NJ Department of Personnel at the same time.

C. Cause for Removal. Any one of the following shall be cause for removal from service, although removals may be made for sufficient causes other than those listed.

1. Neglect of duty.
2. Incompetency or inefficiency;
3. Incapacity due to mental or physical disability;

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

D. This article shall apply only to such disciplinary action as are found to be mandatorily negotiable and arbitrable under the laws of New Jersey.

ARTICLE 23

POSITION CLASSIFICATION

A. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification specifications for each position, which defines and describes representative duties and responsibilities and sets forth the maximum requirement and qualifications essential to the work. If an employee considers his/her permanent position to be improperly classified, the employee may, through the Department Head, process an appeal for a desk audit of his/her position with the NJ Department of Personnel.

B. The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that such assignment outside of classification shall be made in a manner consistent with the Employer's parameters of the New Jersey State Department of Personnel Code, provided such functions are within the realms of nursing practice.

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

ARTICLE 24

NO STRIKE OR LOCKOUT

A. 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.

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

C. The Union covenants and agrees that during the terms of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other action which interferes with the full and complete normal operations of the Employer. The Union agrees that any such action would constitute a material breach of this Agreement.

D. In the event of a strike, slowdown, or walkout, or job action, it is covenanted and agreed that participation of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the rights afforded permanent personnel under the New Jersey Department of Personnel.

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

ARTICLE 25

LABOR-MANAGEMENT MEETINGS

A. The Union and the County shall, upon request of either party, establish meetings during the first week of April, July, October and January for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiating meetings, but are intended as a means of fostering good Employer-employee relations.

B. The request of either party for such a meeting shall include an agenda of topics to be discussed and is to be submitted seven (7) days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.

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

ARTICLE 26

GENERAL PROVISIONS

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

B. The County and 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. When employees use their personal vehicles during the course of their employment, they shall be reimbursed for such usage at a rate equal to the prevailing rate established by the IRS or such greater rate as may be established by County policy in the future.

D. 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, in the amount of \$50.00 per quarter year, for the business coverage of their auto insurance policy.

ARTICLE 27

SHIFT DIFFERENTIAL

A. Effective with the ratification of this Agreement, employees working the evening shift will be paid a differential of ten percent (10%) and the night shift will be paid a differential of fifteen percent (15%).

B. Shift differential shall be calculated on base salary and added to all paid hours.

ARTICLE 28
COMPENSATION

A. The following salary scales shall become effective on January 1 of the respective year.

<u>Graduate Nurse/PHN</u>	2005	2006	2007
Start	23.94	24.99	26.09
Start w/experience	24.32	25.37	26.47
1-5 years service	27.59	28.64	29.74
+5 years service	28.91	29.96	31.06
+10 years service	29.34	30.39	31.49
+15 years service	29.78	30.83	31.93
+ 20 years service	30.78	31.83	32.93

All payments for the respective calendar year shall be retroactive January 1 of that particular year.

B. All individuals hired before January 1, 1983 shall, for salary increase purposes, have an anniversary date of 1/1. Those hired after January 1, 1983 shall, for salary increase purposes, have anniversary dates as follows:

<u>Hire Date</u>	<u>Anniversary Date</u>
Jan. 1 - Feb. 15	1/1
Feb. 16 - Mar. 31	4/1
Apr. 1 - May 15	4/1
May 16 - June 30	7/1
July 1 - Aug. 15	7/1
Aug. 16- Sept. 30	10/1
Oct. 1 - Nov. 15	10/1
Nov. 16 - Dec. 31	1/1 (next)

C. Longevity. Employees attaining the required years of service will receive a longevity payment as follows:

After 5 years of service through 10 years \$500.00

Start of the 11th year through 15 years \$750.00

Start of the 16th year through 20 years \$950.00

After the employee's actual anniversary
date in the 21st year and beyond. \$1,200.00

Longevity will be paid each year in a lump sum check to be issued the pay period following the actual anniversary date. (2005 longevity bonus shall be paid retroactively.)

D. Certification Differential - Any employee who attains certification in Community Health or Gerontology will be paid a stipend of Seven Hundred Fifty (\$750.00) Dollars per year in each year of the Agreement. An employee holding the certificate for less than a full year shall receive a pro-rata portion of the stipend. Payment will be made by January 30th of each year.

E. R.N. Stipend - Each nurse shall receive a stipend of Fifty (\$.50) cents per hour for each hour worked on regularly scheduled weekends between 7AM on Saturday and 7AM on Monday. In addition, such stipend will be increased by an additional Seventy Five (\$.75) cents for each weekend hour worked in addition to those regularly scheduled. The stipend will be paid twice annually, in July and January, reflecting the preceding six (6) months earnings.

ARTICLE 29

STAND-BY STATUS

A. Any employee who is required to be on stand-by status shall be paid Three (\$3.00) Dollars per hour for all hours while on "beeper" status (required to stay within a certain geographic area). Upon reporting to work after notification on beeper status, individuals shall be paid at their normal hourly rate.

B. Weekend standby status is defined as the hours between 5:00 p.m. Friday through 8:00 a.m. Monday, all hours of weekend coverage, only in Public Health (while not in any other paid category).

ARTICLE 30

FULLY BARGAINED AGREEMENT

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 31

PER DIEM EMPLOYEES

Per diem employees shall be defined as employees who do not work any regularly scheduled hours per week but, rather, work as available to supplement regular full-time and part-time employees. Per diem employees must make themselves available to the Employer at least one day per month.

Per diem employees shall be entitled to the following specific benefits: they shall be paid maximum of the RN's scale rate plus one (\$1.00) dollar per hour and shift differentials. Holiday Pay: Any holidays as outlined in the Holiday Article of this contract that a per diem employee works, shall receive time and one half (1 1/2) regular rate for all hours worked on the holiday.

There will be no other fringe or financial benefits extended to per diem employees, however, they shall be entitled to the grievance and arbitration procedure, seniority and any other pertinent clause in this contract.

ARTICLE 32

BEREAVEMENT LEAVE

Time off with pay at the regular compensation rate plus shift differential, if applicable, for three (3) working days per occurrence will be given in the event of a death of a member of the employee's immediate family. Immediate family is defined in Article Ten (10), Section C, Subsection two (2).

ARTICLE 33

NON-NURSING FUNCTION

JNESO and the County jointly concur that Registered Professional Nursing Services should be utilized to their fullest potential; therefore, except in emergency situations when these services are an extension of direct patient care, nurses covered by this agreement will not perform functions ordinarily provided by the following departments: housekeeping, maintenance, laundry, dietary, clerical, security and transport departments.

ARTICLE 34

TUITION REIMBURSEMENT

Tuition reimbursement will be provided as per County Policy modified to allow for Four Hundred (\$400.00) Dollars per course up to a total of One Thousand (\$1,000.00) Dollars per calendar year for any nursing or graduate courses, or to any increases above these amounts should the County Policy be increased. Entitlement will be conditioned upon a grade of B or better, or a "pass" grade, if on a pass/fail system.

ARTICLE 35

PRECEPTOR PROGRAM

The preceptor is a person who teaches, counsels, and supports the growth and development of an individual for a fixed length of time. The pairing of the new employee with an experienced RN provides an environment of nourishment and growth for the new employee or new graduate.

Utilization of preceptors is one approach to fulfilling the orientation needs of G.N.'s or newly hired employees.

A preceptor will be chosen by the Staff Development Coordinator based on an established criteria that includes clinical competency, good communication skills and interpersonal skills.

Once the selected staff member agrees to serve as a preceptor he/she shall attend a full day of training provided by the Staff Development Coordinator. The training will include communication skills, adult learning theory, motivation, coaching, stress management, performance evaluation and the role of the preceptor.

Preceptors will be compensated for their services at the rate of Seventy Five (\$75.00) Dollars for each experienced new employee when they precept, and One Hundred Fifty (\$150.00) Dollars for each newly hired graduate without previous work experience when they precept.

ARTICLE 36

DURATION AND TERMINATION

This Agreement shall be effective as of January 1, 2005 and shall remain in full force and effect until December 31, 2007.

It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date that it desires to commence negotiations.

In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the preceding paragraph. Negotiations shall begin no later than November 30, 2007 for the successor Agreement.

WHEREAS, the parties hereto have set their hands and seals below.

JNESO

James M. Rushing, Jr., R.N.

Date: _____

Sandra Long, R.N.
Local President

Date: _____

COUNTY OF ATLANTIC

Dennis Levinson,
County Executive

Date: _____

James F. Ferguson
County Counsel

Date: _____