

LABOR AGREEMENT
BETWEEN
ATLANTIC COUNTY
AND
TEAMSTERS LOCAL 331
NUTRITION SITE WORKERS

January 1, 2016 – December 31, 2019

COUNTY AFFILIATION NUMBER 13

TABLE OF CONTENTS

ARTICLE	Page
1 GENERAL PROVISIONS.....	1
1.01 Preamble.....	1
1.02 Recognition & Definition of Terms.....	2
1.03 Term of Agreement.....	3
1.04 No Discrimination.....	4
1.05 Dues Check Off.....	5
1.06 Union Rights.....	6
1.07 Management Rights.....	7
2 FINANCIAL PROVISIONS.....	8
2.01 Hours of Work and Weekend Assignments.....	8
2.02 Wage Increase and Salary.....	9
2.03 Overtime and Call-In.....	10
2.04 Stipends.....	11
2.05 Holidays.....	12
2.06 Vacation Leave and Administrative Time.....	13
2.07 Sick Leave.....	15
2.08 Leaves of Absence.....	17
2.09 Travel.....	20
2.10 Health Benefits.....	21
2.11 Worker's Compensation.....	23
2.12 Miscellaneous Costs and Benefits.....	24

3	PRACTICES AND PROCEDURES.....	25
3.01	Personnel.....	25
3.02	Discipline.....	26
3.03	Grievance Procedure	27
3.04	Layoff Procedure.....	30
3.05	Position Classification.....	31
3.06	Seniority and Break In Service.....	32
3.07	Health and Safety.....	33
3.08	Severability.....	34
3.09	Reopener Clause	35
	ENDORSEMENTS.....	36
	APPENDIX A.....	37 & 38

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.01

PREAMBLE

- A. This Agreement is made between the County of Atlantic (hereinafter referred to as Employer) and the Teamsters Local 331 (hereinafter referred to as Union).
- B. This Agreement has as its purpose the following objectives.
1. To achieve and thereafter maintain a harmonious relationship characterized by mutual respect and cooperation.
 2. The establishment of an equitable, peaceful and fair procedure for the resolution of differences.
 3. The establishment of negotiated rates of pay, hours of work and terms and conditions of employment.
- C. The Employer and Union enter into this Agreement with the expectation that its implementation will enhance the ability of both to serve the interests of its constituents.
- D. The parties recognize and endorse the responsibility of the Employer to provide the highest quality service to its residents. The parties further subscribe to the traditional principles of professional ethics.
- E. The Employer and the Union have entered into collective negotiations and mutually agree to as follows:

ARTICLE 1.02

RECOGNITION AND DEFINITION OF TERMS

A. The Employer recognizes the Union as the sole and exclusive representative for all of the employees in the following titles:

1. **Site Manager Nutrition Program Elderly**
2. **Recreation Leader, 02993, Grade 1**

B. All other employee classifications are excluded from this Agreement.

C. The Employer and the Union recognize the rights and obligations of the parties to negotiate rates of pay, hours of work and all other terms and conditions of employment and to administer this Agreement on behalf of covered employees, and that such administration shall be free from discrimination and apply equally to all employees in the bargaining unit and without regard to membership or choice of non-membership in the Union.

D. DEFINITION OF TERMS:

1. Unless otherwise indicated to the contrary, the following terms, when used herein, shall be defined as follows:

- a. Employees - refers to workers in a job title included the bargaining unit as described in Article 1, section A (1) above.
- b. Union - refers to Teamsters Local 331.
- c. Employer - refers to the County of Atlantic, New Jersey.
- d. Management - refers to county employees with supervisory authority of employees in this bargaining unit.
- e. Authorized Representative - refers to Union and Employer employees who are officially authorized by virtue of position and/or delegated authority to insure the correct and proper implementation of the terms contained herein.

ARTICLE 1.03

TERM OF AGREEMENT

A. This Agreement shall be effective as of January 1, 2016 and remain in full force and effect through December 31, 2019.

B. Negotiations shall commence no later than sixty (60) days prior to the Agreement's expiration date. The terms of this Agreement shall remain in full force and effect during the period of negotiation and thereafter until such time as a new Agreement is executed and becomes effective.

ARTICLE 1.04

NO DISCRIMINATION

A. The Employer and the Union agree that each provision of this Agreement shall apply equally to all covered employees and that there shall be no intimidation of, interference with, or discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, blood trait, United States or State Armed Services activity, Union activity or non-Union membership or any other protected class under law.

ARTICLE 1.05

DUES CHECK OFF

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

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

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

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

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

F. Teamsters Union Local 331 Political Action and Social Fund. Upon receipt of written authorization for deductions from wages, the County agrees to deduct \$2 from the wages of the employees for their contributions to the Teamsters Union Local 331 Political Action and Social Fund, or such similar organizations as may be requested by the Union. The County will make deductions on a biweekly basis as provided for in the authorization and will forward the amounts deducted on a monthly basis to the Teamsters Union Local 331 Political Action and Social Fund 1 Philadelphia Avenue, Egg Harbor City, NJ 08215. No such authorization shall be recognized if it is in violation of state or federal law. No deduction shall be made if it is prohibited by law. The Union, in exchange for implementation of said deductions, hereby agrees to hold the County harmless against any and all claims or suits, or any other liability occurring as a result of implementation of this provision.

ARTICLE 1.06

UNION RIGHTS

- A. Agents of the Union who are or are not employees of the employer shall be permitted to visit job sites and work locations for the purposes of Union business, so long as such visitations do not substantially interfere with the general business operation of the Employer, with prior approval from the Division Director or his/her designee. Such approval shall not be unreasonably denied.
- B. The Union shall furnish the name(s) of all such agents to the Employer.
- C. The Employer shall provide the Union with a bulletin board at each and every work site. The Union shall have the right to post notices on bulletin boards available for general purposes and/or those used to post notices to employees.
- D. The Union has the right to designate official Union representatives and specifically their respective responsibilities. These Union representatives may conduct Union business without loss of pay or benefits.
- E. The Employer shall permit Union representatives reasonable release time (up to a total of 5 days), with pay, to attend Union authorized educational opportunities. Said release time shall be requested, in writing, from the Union office no less than seven (7) days prior to the date requested. Release time will not be unreasonably denied.
- F. The Employer will allow the Union use of meeting facilities, subject to availability.

ARTICLE 1.07

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of all county functions, properties and facilities, and the activities of county employees;
2. To take personnel action subject to the provisions of N.J.S.A. 11A:1-1, et seq;
3. To maintain the efficiency of county operations;
4. To take all necessary actions to carry out its mission in emergencies;
5. To exercise control and discretion over its organization and technology in performing its work;
6. To schedule employee work hours, pursuant to the terms of this Agreement.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the county, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion 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 sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the discretion of the working force and the right to plan, direct and control the operation of all equipment and other property of the county, except as modified by this Agreement.

ARTICLE 2 – FINANCIAL PROVISIONS

ARTICLE 2.01

HOURS OF WORK AND WEEKEND ASSIGNMENTS

- A. The work week shall consist of five (5) consecutive work days, Monday through Friday from 9:00 a.m. To 2:00 p.m.
- B. The Nutrition Project operates seven (7) days a week and must maintain flexibility in scheduling. Most of the Managers will have a work week that is Monday through Friday. One or two others will be required to work on the weekends as part of their normal work week.
- C. Employees working weekend assignments to cover for vacant shifts shall be entitled to an additional \$1/hr.
- D. The employer may, with the consent of the Union, establish alternative work schedules.
- E. Employees shall be paid for staff meetings at their regular hourly rate of pay.
- F. When the County has a late opening due to inclement weather, but bargaining unit Employees must report to their sites at 9:00 a.m. as essential personnel, employees shall receive compensatory time for the additional hour worked before the County late opening.

ARTICLE 2.02

WAGE INCREASE AND SALARY

A. All employees covered by this Agreement will receive an hourly rate increase added to base as follows:

1. July 01, 2016 \$.42 per hour or 2% of an employee's hourly rate of pay in the previous year, whichever is greater.
2. July 01, 2017 \$.42 per hour or 2% of an employee's hourly rate of pay in the previous year, whichever is greater.
3. July 01, 2018 \$.42 per hour or 2% of an employee's hourly rate of pay in the previous year, whichever is greater.
4. July 01, 2019 \$.42 per hour or 2% of an employee's hourly rate of pay in the previous year, whichever is greater.

The hourly increases for 2016 shall be retroactive to July 1, 2016.

B. Start Salaries. The union and the County agree that the start salary shall be set as follows:

Effective July 1, 2016	\$13.21 per hour
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C. No employee may be hired into a title covered by this agreement at a salary that exceeds that of an incumbent.”

ARTICLE 2.03

OVERTIME AND CALL-IN

1. OVERTIME

- A. Employees who work over forty (40) hours per week shall be eligible for overtime pay.
- B. Overtime pay shall be at the rate of one and one-half (1-1/2) the regular hourly rate of pay.
- C. Employees shall receive, in addition to any holiday pay, time and one-half (1-1/2) in pay or compensatory time accumulation for any hours worked on the holiday, at the discretion of the employee.

2. CALL-IN

Any employee who is called into work, in addition to his/her regularly scheduled shift shall be paid at the rate of one and one-half (1-1/2) their regular rate of pay for all hours worked, with a minimum guarantee of two (2) hours. Call-in pay begins when the employee begins duty and ends when the work is finished or at the beginning of his/her scheduled work shift.

ARTICLE 2.04

STIPENDS

1. LONGEVITY

A. Longevity shall be paid in a lump sum amount in the pay period following the employee's anniversary date at the following rate:

5 - 10 years of service	-	\$600.
11 - 15 years of service	-	\$800.
16 - 20 years of service	-	\$1,000.
21 + years of service	-	\$1,200.

2. SICK LEAVE.

See Article 2.07, paragraphs "F" and "G" for perfect attendance bonuses and accumulated sick leave pay out upon "retirement".

ARTICLE 2.05

HOLIDAYS

- A. The following shall be recognized as paid Holidays:
1. New Year's Day
 2. Martin Luther King Jr.'s Birthday
 3. Lincoln's Birthday
 4. Washington's Birthday
 5. Good Friday
 6. Memorial Day
 7. Independence Day
 8. Labor Day
 9. Columbus Day
 10. Veteran's Day
 11. Election Day
 12. Thanksgiving Day
 13. Christmas Day
- B. Generally Holidays falling on Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday.
- C. In addition to the Holidays listed in section A above, the employer will grant a Holiday when the governor of New Jersey declares a Holiday by Proclamation.
- D. Some nutrition sites will be kept open on Thanksgiving and Christmas Days, at the discretion of the employer. Site Managers will work these sites according to seniority preference. In the absence of volunteers, the employer can assign employees to work, in inverse order of seniority.

ARTICLE 2.06

VACATION LEAVE AND ADMINISTRATIVE TIME

1. VACATION

A. All employees covered by this agreement shall be entitled to annual Vacation Leave as follows:

1. In the first (1st) calendar year of employment, one (1) day per month of employment, utilizable only after earned.
2. Thereafter, one-hundred percent (100%) of annual vacation leave accrual is allocated on January 01 of each year.
3. After one (1) calendar year of service and through the fifth (5th) year of service; fifteen (15) working days per year.
4. After five (5) years of service and through the tenth (10th) year of service; eighteen (18) working days per year.
5. After ten (10) years of service and through the twentieth (20th) year of service, twenty (20) working days per year.
6. After twenty (20) years of service, twenty-five (25) days per year.

B. Vacation Leave indicated in section A. above shall be based upon the number of work hours in a standard work day.

C. Vacation Leave request must be submitted, in writing. Requests for days off, less than five (5) in number, must be submitted at least forty-eight (48) hours in advance. Requests for five (5) days off or more must be submitted at least two (2) weeks in advance.

D. Vacation Leave will be granted to employees subject to the employer's responsibility to maintain adequate staffing levels and efficiency of operations. Leave requests shall not be unreasonably denied.

E. In cases of more than one request for the same vacation time, the employee with the longest seniority shall have priority when the leave is requested between January 1 and January 31st of each year. All other requests for vacation shall be considered on a first-come, first-served basis for the rest of the year. Vacation requests shall only be considered by management when they are submitted in the same year in which the leave is sought.

F. If a Holiday falls during a period of Vacation Leave, the day shall not be charged to Vacation Leave.

G. Earned Vacation Leave, not utilized during a year may be accumulated into the following calendar year. Said accumulation may not exceed the number of vacation days an employee will earn in the current year.

H. Upon separation of service, an employee will be paid for accumulated Vacation Leave.

I. Upon separation of service, if an employee has utilized Vacation Leave not yet earned, that employee shall be responsible to reimburse the employer for advanced leave taken.

J. Employees who may transfer into coverage under this Agreement whose accumulated vacation entitlement exceeds that of this Article, shall not be disadvantaged by said transfer.

K. Only two (2) Site Managers may utilize Vacation Leave at the same time.

2. ADMINISTRATIVE TME

A. Employees shall receive three (3) annual Administrative Leave days.

ARTICLE 2.07

SICK LEAVE

A. Employees covered by this Agreement shall be entitled to the following Sick Leave accrual:

1. In the first (1st) calendar year of employment, one (1) day per month.
2. Thereafter, fifteen (15) days per year, allocated on January 01 of each year.
3. Sick Leave may be accrued from year to year without limitation.

B. Sick Leave shall be defined as an employee's absence from duty because of personal illness, injury or other medical necessity or of necessary attendance to the illness, injury or other medical necessity of a family member.

C. If an employee is absent for five (5) or more consecutive working days or more than eight (8) days in the calendar year, excluding those absences accompanied by a medical certification in which the employee establishes a pattern of absence which gives reason to suspect abuse of sick leave, the employer may require an explanation such as a doctor's certificate. The doctor's certificate shall designate the length of absence. If an identifiable pattern of absence is identified (without limitation, but by way of example, a pattern of absence may be established in cases where an employee consistently calls out sick on a Friday or a Monday or on a day preceding a holiday weekend or the day after a holiday weekend) the employer may take action against the employee. Said action may be subject to the grievance procedure.

D. Employees may provide medical or other certification for absences whether or not requested by the employer. Such certifications shall be placed in the employee's Personnel File and must be considered prior to any disciplinary action being taken. An absence accompanied by a medical certification shall be considered an excused absence.

E. An employee who cannot report to work for any reason indicated in section B. above, shall notify his/her immediate supervisor by telephone or personal message within one (1) hour before the beginning of the employee's workday.

F. Any employee covered by this Agreement who retires from employment under the Public Employment Retirement system shall be paid an amount equal to fifty (50%) percent of the value of accrued Sick Leave up to a maximum of Fifteen-thousand (\$15,000) Dollars. (Note: must qualify for retirement as defined in Article 2.10, Paragraph B, pages 21-22).

G. Sick Leave Stipend. Any employee utilizing less than twenty-six (26) hours of sick time (to include all uses of sick) in a calendar year, will receive an annual bonus in the amount of \$250. This annual bonus shall only be applicable to employees who work 25 hours or more per week. Employees must be onboard for the entire calendar year and have no "W" time, or

suspensions, or LAW(s) during the calendar year, except that no employee will be excluded from eligibility for having accumulated one hour or less per year of “W” time due to tardiness. Use of FMLA/FLA sick leave shall count toward an employee’s total use of sick hours in determining eligibility for the sick leave bonus

ARTICLE 2.08

LEAVES OF ABSENCE

A. Service Credit:

1. Service credit shall continue to accrue during periods of paid leave of absence under this Agreement but shall not accrue during any unpaid leave except as required by law. However, employees shall be entitled, upon return from unpaid leave, to all service credits earned prior to commencement of leave.

B. Unpaid Leave:

1. A permanent employee who is temporarily (mentally or physically) incapacitated and unable to perform hi/her duties who desires to engage in a course of study such as will increase his/her usefulness on return to service, or for any reason considered valid by the Department Head and the employer may be granted a Special Leave of Absence without pay for a period not to exceed six (6) months, which may be extended for an additional six (6) months with Department Head and employer approval. Employees shall not be granted leave to accept other employment.

2. Employees desiring such leave without pay shall submit his/her request, in writing, stating the reasons for such leave, the date the leave is to begin and the expected return to duty.

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

C. Military Leave:

1. Any member of the negotiations unit who is a member of the National Guard as defined in N.J.S.A. 38A:1-1 shall be granted leave in accordance with the following provisions of N.J.S.A. 38A:4-4:

a. A permanent or full-time temporary officer or employee of the State or of a board, commission, authority or other instrumentality of the State or of a county, school district or municipality who is a member of the organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty, provided, however, that the leaves of absence for Federal active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time.

b. Leave of absence for such military duty shall be in addition to the regular vacation or other accrued leave allowed such officers and employees by the State, county or municipal law, ordinance, resolution or regulation.

c. Notwithstanding subsection a. of this section, a full-time temporary officer or employee who has served under such temporary appointment for less than one year shall receive for the service hereinabove described leave without pay but without loss of time.

2. Any member of the negotiations unit who is a member of the Army National Guard of the United States or a member of the reserve component of any branch of the United States Armed Forces shall be granted leave in accordance with the following provisions of N.J.S.A. 38:23-1:

a. A permanent or full-time temporary officer or employee of the State or of a board, commission, authority or other instrumentality of the State, or of a county, school district or municipality, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organization affiliated therewith, including the National Guard of other states, shall be entitled, in addition to pay received, if any, as a member of a reserve component of the Armed Forces of the United States, to leave of absence from his or her respective duty without loss of pay or time on all work days on which he or she shall be engaged in any period of Federal active duty, provided, however, that such leaves of absence shall not exceed 30 work days in any calendar year. Such leave of absence shall be in addition to the regular vacation or other accrued leave allowed such officer or employee. Any leave of absence for such duty in excess of 30 work days shall be without pay but without loss of time.

b. Notwithstanding subsection a. of this section, a full-time temporary officer or employee who has served under such temporary appointment for less than one year shall receive for the service hereinabove described leave without pay but without loss of time.

D. Family and Medical Leave:

The Union and the County agree to abide by the County's comprehensive written Family Medical Leave Act/Family Leave Act (FMLA/FLA) policy, and amendments to the law that may arise from time to time."

E. Absence Without Leave:

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

F. Jury Duty/Court Appearances:

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, he/she 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 he/she is a party or a witness in a matter unrelated to his/her 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 he/she 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, unless serving out of the County.

G. Bereavement Leave:

An employee may take up to 3 paid days per incident as bereavement leave upon death of an “immediate family” member as the term is defined in N.J.A.C. 4A:1-1.3 and as may be revised from time to time. Currently, “Immediate family” means 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, and other relatives residing in the employee’s household. Sick leave may be requested for use in conjunction with bereavement leave. Verification of death may be required by the County. Bereavement leave must be taken contemporaneously with the death.

ARTICLE 2.09

TRAVEL

- A. Any employee required to use their personal vehicle for travel unrelated to their normal reporting location shall be entitled to the current IRS rate per mile traveled.
- B. During periods of inclement weather (snow, state of emergency, etc.), if an employee is required to travel to different job locations, the employer shall provide transportation, when available.
- C. Travel pay shall be paid within two (2) weeks of submission.

ARTICLE 2.10

HEALTH BENEFITS

A. Medical Insurance

1. Employees and their eligible dependents shall be entitled to comprehensive medical and hospital coverage in accordance with the provisions of New Jersey State Health Benefits Program.

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

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

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

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

5. EMPLOYEE, as used herein, means a bargaining unit member who works 25 hours or more per week. 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 shall remain pursuant to the County's provider contracts.

B. Health Benefits at Retirement

An employee who retires shall be eligible for County health benefits for himself/herself and eligible dependents for three (3) years after retirement, commencing with the employee's retirement date. Retirement is defined in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of full time service of 25 years with Atlantic County at the time of retirement or upon reaching the age of 62 years or older and having had at least 15 years of service with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the

three year period of employer paid coverage. Retirees receiving County post-retirement health benefits shall pay a health insurance co-pay in accordance with Chapter 78, PL 2011, including but not limited to exemptions for “grandfathered” employees with twenty years of service or more at the time the legislation was passed. Employees will be responsible for providing to the County proof of their monthly pension payment so the County can calculate a full year of pension salary. If employee does not provide the pension information, the County will bill on employee’s salary at time of retirement. If employee does not continue to pay co-share, the County will stop the free benefits.

C. Leaves of Absence.

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

Any employee who is on an authorized medical leave without pay or non-paid status must continue to pay their cost share towards their health benefits in accordance with Chapter 78, P.L. 2011. After three months of an approved unpaid medical leave of absence other than FMLA or FLA, employee will be responsible for paying the monthly premium costs. If payment is required but coverage is declined by the employee, coverage will terminate effective the first day of the non-pay status after the first three months. This will result in temporary suspension of benefits. Benefits are reinstated the day the employee returns to work.

D. Disability Pool.

The County shall maintain the current disability program with the following changes: 1. All claims shall be submitted to an independent M.D. mutually agreed upon for evaluation and approval. 2. Employees are eligible to use the program while maintaining up to one year’s sick and vacation time.

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

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

ARTICLE 2.11

WORKER'S COMPENSATION

A. If an employee covered under this agreement is injured while on duty for the employer, that employee shall be entitled to benefits under the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1 et seq.) and in accordance with the County's Workers' Compensation Policy and Procedures.

ARTICLE 2.12

MISCELLANEOUS COSTS AND BENEFITS

- A. Arbitration fees. *See* Article 3.03, Paragraph D, subsection 4, sub paragraphs “g” and ‘j’ on page 29.
- B. Contract Printing Fees. The parties agree that cost of printing this Agreement for distribution shall be divided evenly (50% each).
- C. Parking. The employer shall provide reasonable parking facilities at no cost to the employee.
- E. Smocks. The County will furnish smocks to be utilized by all nutrition site managers.

ARTICLE 3 - PRACTICES AND PROCEDURES

ARTICLE 3.01

PERSONNEL

- A. Each new employee shall be given an employee handbook, appropriate benefit material and afforded the opportunity to an orientation to assist the new employee with understanding the employer's operations and employment expectations. Policies and Procedures shall be made available to all employees and the Union.
- B. The employer will promote the concept of upward and lateral mobility and in-house promotion, to the extent feasible under Civil Service/D.O.P. Rules and regulations. The employer will post all job vacancies and promotional opportunities on Union bulletin boards and mail a copy to the Union office. Such posting shall be made in advance of the application closing date and remain until such vacancy is filled.
- C. Each employee (and the Union) shall be given the opportunity to review and copy the contents of his/her employee personnel file during the next business day following receipt of written request to the Director of Human Resources.
- D. Employees shall have the right to respond to the subject of any document in the employee's personnel file, within thirty (30) days of the employee's awareness of the document and have such response attached to the document.

ARTICLE 3.02

DISCIPLINE

- A. The Employer and Union agree that disciplinary action shall be corrective in aim and appropriately progressive in nature. No discipline shall be imposed except for “just cause”.
- B. Discipline of an employee shall be imposed in accordance with Civil Service/D.O.P. Procedures.
- C. The employer agrees not to discipline employees in such a manner as to unduly embarrass the employee in the presence of other employees or the public. Immediate action will be taken in those instances when the infraction requires immediate action.
- D. Employees, other than permanent employees, who are subject to discipline shall have the right to process the grievance through the grievance process but not to binding arbitration.
- E. The Union office shall be notified within twenty-four (24) hours of any demotion, suspension or discharge initiation.
- F. Except in those cases which severity reasonably require immediate removal of an employee from the work site, no suspension or discharge shall be imposed within five (5) working days of the employee and Union being informed, in writing, of the intended disciplinary action/discharge.

ARTICLE 3.03

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to workplace issues. The employer and the Union shall freely communicate in an effort to resolve all issues at the earliest possible level of this procedure.

B. Both parties shall disclose to the other, upon request, all information relevant to the examination of issues in a grievance.

C. Definitions:

1. Contractual Grievance - shall be defined as a breach, misinterpretation, improper application or non-application of the terms and conditions set forth within the language and meaning of this Agreement.

2. Non-contractual Grievance - shall be defined as a breach, misinterpretation, improper application or non-application of any policy, procedure, rules and regulations, as well as those specific management's; rights noted herein as may be practiced and/or adopted by the employer or its agents during the life of this Agreement.

3. In the event an employee selects Civil Service/D.O.P. Procedure with regard to all matters which are appropriate for such procedures, the employee shall not have the right to arbitration on such matters.

D. Steps of the Grievance Procedure:

1. Step One: The grievant employee, through the Shop Steward, or the Union may take up the issue orally with the employee's division Director within ten (10) working days of the date the employee or Union knew, or should have reasonably known of its occurrence. The Division Director shall have ten (10) working days to respond to the matter.

2. Step Two: If the grievance is not satisfactorily resolved at Step One, the grievant through the Shop Steward, or the Union, shall present the grievance, in writing within ten (10) working days to the Department Head. The Department Head shall have ten (10) working days to respond to the matter.

3. Step Three: If the grievance is not resolved at Step Two, the Union may submit the matter, within ten (10) working days to the County Executive or his/her designee. The County Executive or designee shall have ten (10) working days to: respond to the grievance or schedule a hearing with an uninvolved Hearing Officer. The hearing, if applicable, must be scheduled within ten (10) calendar days. The Hearing Officer shall issue a written decision in the matter indicating the: decision, the facts of the case and the reasoning that supports the decision. The decision of the Hearing Officer shall issue within ten (10) calendar days of the close of the hearing.

4. If the grievance is not resolved at Step Three of the grievance procedure, and said grievance is not barred from arbitration by any section of this Agreement, or subject to procedures of the Department of Personnel, the grievance may be submitted to arbitration.

(a) Nothing in this Agreement shall be intended to compel the Union to submit a grievance to arbitration or the Department of Personnel. The Union's decision to submit the grievance to arbitration shall be based on the considered merit and viability of the grievance, and shall be final as to the interests of the grievant and Union.

(b) The Arbitrator shall be selected by a panel of arbitrators provided by the Public Employment Relations Commission, in accordance with the Commission's rules.

(c) The Employer and the Union shall meet in an attempt to stipulate facts and issue(s) for the Arbitrator's consideration.

(d) The decision and award of the arbitrator shall be final and binding upon the employer, the Union and the grievant or grievants to the extent permitted by law and this Agreement.

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

(f) The arbitrator shall not have the power or authority to add to, subtract from or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted. The arbitrator shall not submit observations or declarations of opinions which are not essential in reaching the determination.

(g) The cost 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 the cost.

(h) The arbitrator shall, upon being selected commence a hearing at a time and place convenient to the parties as soon as possible. The arbitrator shall issue his/her written decision within thirty (30) calendar days of the closing of the hearing.

(i) There shall be no loss of pay for any employee regarding time spent in participation and preparation for the arbitration or any step of the grievance process.

(j) The cost of a transcript of the arbitration proceeding, if any, shall be borne by the party requesting such transcript. If both parties desire a transcript, the cost shall be shared equally.

ARTICLE 3.04

LAYOFF PROCEDURE

Layoff of bargaining unit employees shall be in accordance with applicable rules and regulations of the New Jersey Department of Personnel.

ARTICLE 3.05

POSITION CLASSIFICATION

- A. If an employee or the Union considers an employee to be improperly classified, a request will be made to the County Office of Personnel, in writing, on the appropriate forms(s).
- B. If the matter is not resolved at the Office of Personnel, the Union may appeal to the New Jersey Department of Personnel.
- C. An employee may not be required to perform the duties of a higher paid title if the employee does not believe he/she has the requisite skills/abilities.
- D. An employee may be required to perform duties of a lower title when unforeseen staffing shortages require.

ARTICLE 3.06

SENIORITY AND BREAK IN SERVICE

- A. Seniority shall be defined as the length of continuous service with the County.
- B. In all cases of demotions, layoffs, recall, vacation leave, choice of shift, work site and days off - employees with the most amount of seniority will be given preference where all qualifications are equal.
- C. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report to work after leave or acceptance of other employment while on leave.

ARTICLE 3.07

HEALTH AND SAFETY

- A. The employer agrees to provide a healthy and safe working environment.
- B. The employer agrees to make available disclosure information on hazardous materials in the workplace in accordance with Right-to-Know Law.
- C. The Union shall be permitted to make an appointment to any joint health and safety committee(s).

ARTICLE 3.08

SEVERABILITY

If any portion of this Agreement should be held unlawful or unenforceable by any court or administrative agency or jurisdiction, such decision shall apply only to the specific portion affected by said decision and no other portion. Whereupon the parties agree to commence negotiations relative to the invalidated portion.

ARTICLE 3.08

REOPENER CLAUSE

The parties agree that contract negotiations will be reopened, limited to Articles 2.02 (Wage Increase and Salary) and Article 2.10 (Health Benefits), one year after full implementation of bargaining unit members' Year 4 health benefits contributions. Bargaining Unit members began paying their Year 4 premiums in July 2015. Year 4 will be fully implemented in July 2016. Negotiations on Articles 2.02 and 2.10 of the current contract can be reopened effective July 2017 upon written request of either party. Bargaining unit members will continue to pay Year 4 premiums throughout the duration of this contract unless and until those contributions are renegotiated by mutual agreement of both parties upon reopening of negotiations in July 2017 or thereafter.

ENDORSEMENTS

In WITNESS THEREOF, the parties have affixed their hands and seals and agree to be bound and abide by all terms and conditions as set forth herein.

COUNTY OF ATLANTIC

TEAMSTERS LOCAL 331

Dennis Levinson, County Executive

Marcus King, President

Date _____

Date _____

James F. Ferguson, County Counsel

Sue Taylor, Secretary Treasurer

Date _____

Date _____

APPENDIX A

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

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

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

(Charts are continued on next page)

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

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

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

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

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