



LABOR AGREEMENT

BETWEEN

ATLANTIC COUNTY HEALTH DEPARTMENT  
AND COMMUNICATION WORKERS OF AMERICA

AFL-CIO

January 1, 2008

To

December 31, 2011

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## ARTICLE I

### AGREEMENT, RECOGNITION AND PURPOSE

**A. Agreement.** This collective bargaining agreement made by and between the County of Atlantic (herein called the County) and Communication Workers of America, AFL-CIO, Woodbury Heights, NJ (herein called the Union).

**B. Recognition.** The County recognizes the Union as the exclusive representative of the unit employees as all regularly employed professional employees of the Atlantic County Health Department including the following titles: Registered Environmental Health Specialist Trainee, Public Health; Registered Environmental Health Specialist, Public Health; Senior Environmental Health Specialist, Public Health, Principal Registered Environmental Health Specialist, Public Health; Program Coordinator Water Pollution Control; Program Coordinator Solid Waste; Right to Know Specialist; Geographic Information Specialist I; Geographic Information Specialist II; Geographic Information Specialist III; Public Health Investigator; Senior Public Health Investigator.

This Unit has as its purpose the improvement and promotion of harmonious employee relations between the County and its employees represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances and the determination of the wages, hours of work and all other terms and conditions of employment.

**C. Purpose.** The purpose of this Agreement is to set forth the negotiable terms and conditions of employment to be observed during the period January 1, 2008 through December 31, 2011 or until negotiation of a successor agreement.

**ARTICLE 2**  
**DEFINITION OF TERMS**

Unless otherwise indicated, the following when used herein shall mean:

- A. Employee refers to employee in the certified bargaining unit as set forth above.
- B. Union refers to the Communications Workers of America AFL-CIO and C.W.A. Local 1034.
- C. Management as defined by P.E.R.C. Act.

**ARTICLE 3**  
**UNION RIGHTS**

**A. Dues and Representation Fees.** The County agrees to deduct the union dues from the salaries of its employees, subject to this agreement, such deductions shall be made in compliance with N.J.S.A. 34:13a-1 et seq. and members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.

**B.** Deduction shall be made when authorized to do so by the employee in writing.

**C.** The County further agrees to deduct, in accordance with P.L. 1979, Chapter 477, as it relates to the Agency Shop provisions, from the pay of each employee covered by this agreement who does not furnish a written authorization for deduction of Union dues, a representation fee equal to 85% of the Union dues, as may be certified to the County by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing ninety (90) days after the date of hire of such employee. In the event of rehire, such dues shall commence thirty (30) days of date of rehire.

**D.** The amount to be deducted shall be certified to the County by the Union and aggregate deduction of all employees shall be remitted to the Union, c/o Communications Workers of America, Secretary/Treasurer, 501 Third Street, N.W., Washington, DC 20001-2797 by the tenth (10<sup>th</sup>) day of the month following the calendar month in which said deductions are made, together with a list of the names, Social Security numbers, addresses and the amount of the deduction for each employee.

**E.** The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Union or the County in reliance upon official notification on the letterhead of the Union of such deductions.

**F. Access to Premises.** Union Representatives shall be admitted to County premises on Union business. Request for such visits shall be directed with reasonable advance notice to the Health Department director and shall include the purpose of the visit, proposed time and date and the specific work areas involved. Permission for such visits shall not be unreasonably withheld. The County will allow the Union use of appropriate meeting facilities for Union Meetings during non-work times, subject to space availability. The above is not intended to restrict Union representatives from exercising their ordinary right as citizens as regards access to the public premises of the County.

**G. Bulletin Board.** The County will provide reasonable space for Union materials to be posted on a centrally located bulletin board at all work locations and sites. This space shall be designated solely for Union use.

**H. Union Leave.** The Union may request release time in writing for Union matters and such requests shall not be unreasonably denied. (All such requests shall be directed to the Environmental Health Coordinator or the Assistant Health Officer).

**I. Stewards.** The Union has the sole right and discretion to designate shop stewards and their respective responsibilities within the Union. The steward and Union negotiators may conduct union business on County time without loss of pay in the following: If the employee so requests to accompany an employee to a meeting conference or hearing concerning a disciplinary matter or investigation of an employee, such meetings, conferences or hearings shall be mutually scheduled by the Employer and the Union.

Mutually scheduled negotiation session.

Investigation of grievances up to one (1) hour.

Mutually scheduled grievance hearings.

Mutually scheduled Labor/Management meetings.

**ARTICLE 4**  
**NONDISCRIMINATION**

The County and the Union agree there shall be no discrimination against any employee because of age, sex, affectional or sexual orientation, marital status, race, color, religion, national origin, physical handicap, political affiliation or Union membership, or legal participation or non-participation in Union activity.

No title/position shall be created to evade the employment of an individual because of sex in an existing job title and no discrimination in promotional opportunities shall be denied an individual because of sex.

The County will comply with all laws, rules and regulations concerning the Americans with Disabilities Act.

**ARTICLE 5**  
**GRIEVANCE PROCEDURES**

**A. PURPOSE.**

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

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally. Any adjustments made as a result of such a discussion shall not be in conflict with the terms of this Agreement.

**B. DEFINITIONS.**

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

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

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



**C. STEPS OF THE GRIEVANCE PROCEDURE.**

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

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

The Division Director or his/her designee shall have ten (10) working days to respond in writing to the Shop Steward. Failure to respond shall constitute a denial of the grievance, and the grievant may proceed to Step Two.

2. Step Two. If the grievance has not been resolved in Step One, the grievant, through the Shop Steward shall, in writing, present the grievance to the Department Head or his/her designee within ten (10) working days of the receipt by the Shop Steward of the written response in Step One, or within ten (10) working days of the end of the time allotted for the written response if none is issued. Failure of the Shop Steward or the grievant to act within this time shall constitute an abandonment of the grievance.

The Department Head or designee shall have ten (10) working days to respond in writing to the Shop Steward about the grievance. Failure to so respond shall constitute a denial of the grievance, and the grievant may proceed to Step Three.

3. Step Three. If the grievance is not resolved in Step Two, the grievant through the Shop Steward shall, in writing, present the grievance to the County Executive or his/her designee within ten (10) working days of the Shop Steward's receipt of the Step Two response, or within ten (10) working days of the end of the time allotted for the

written response if none is issued. Failure of the Shop Steward or the grievant to act within this time shall constitute an abandonment of the grievance.

The County Executive or designee shall have ten (10) working days to respond in writing to the Shop Steward or schedule a hearing. The hearing may be waived or re-scheduled if mutually agreed in writing. The County Executive or designee shall issue a written decision within ten (10) working days of the receipt of the grievance or of the conclusion of such a hearing if there is one. Failure to so respond shall constitute a denial of the grievance.

4. Any unresolved B.1. grievance may be appealed to arbitration only by the Union, except for B.1 grievances involving the exclusive province of the State Department of Personnel (which is addressed in paragraph B-3). The union must file the request for arbitration within ten (10) working days after receipt of the Step 3 decision. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the State Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

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

The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

The decision or award of the arbitrator shall be final and binding on the County, the Union, and the grievant or grievants to the extent permitted by and in accordance with

applicable law and this Agreement. Minor disciplinary disputes shall be subject to the grievance procedure set forth herein.

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 the Agreement.

The arbitrator shall not have the power 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 so submitted to him/her, nor shall he/she submit observations or declarations of opinions which are not essential in reaching the determination.

The costs of the services of the arbitrator shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his/her selection and shall issue his/her decision within thirty (30) days after the close of the hearing.

Grievance resolutions or decisions at Step 1 through 3 shall not constitute a precedent in any arbitration or other proceeding unless specific agreement to that effect is made by the authorized representative of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party. The arbitrator shall determine the matter on the evidence presented within the meaning of the Agreement.

5. There shall be no loss of pay of any employee for County time spent on grievance proceeding by the grievant.

**ARTICLE 6**  
**DISCIPLINE**

A. Discipline of an employee shall be imposed in accordance with Civil Service Rules and Regulations. The County will discipline employees in such a manner so as to not unduly embarrass the employee in front of the public or other employees, unless the severity of the infraction requires immediate action.

B. Employees who are, other than, permanent who are subjected to disciplinary action shall have the right to grieve the matter up to Step Three grievance determinations, but not to arbitration.

C. Discipline shall only be imposed on an employee holding permanent status for just cause and shall be progressive; however, it is understood that progressive discipline includes the concept that more serious offenses may merit more severe penalties.

D. The Employer will provide a copy of any Preliminary Notice of Disciplinary Action or Notice of Minor Disciplinary Action to the employee and a union steward and a copy shall be sent to the CWA Local 1034 office simultaneously.

**ARTICLE 7**  
**HOLIDAYS**

A. The following shall be recognized as paid holidays:

1. New Years Day
2. Martin Luther King'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. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day

Management reserves the right to schedule employees on the above listed days.

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

C. Generally holidays that fall on Saturday are celebrated on the preceding Friday. Holidays falling on Sunday are celebrated on the following Monday.

D. If the scheduled day before and/or after a holiday occurs while an employee is on any paid leave, the employee shall receive holiday pay for the holiday provided the employee submits proof of illness in the case of sick leave or has the paid leave approved in advance, except in an emergency situation.

**ARTICLE 8**  
**VACATION**

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

One (1) working day for each month of service or major fraction thereof during the remainder of the calendar year following date of appointment; during this time vacation days can only be utilized as earned. Thereafter, 100% of vacation days are allocated on January 1<sup>st</sup> of each year; after one year of service through five years of service fifteen (15) working days per year; After six years of service through 10 years of service eighteen (18) working days per year; After ten years of service through twenty years of service, twenty (20) working days per year; After twenty years of service, twenty-five (25) working days per year. Service includes all temporary and/or provisional continuous service immediately prior to permanent employment with the County, provided there is no break in service of more than one week. Any increase in vacation days based on years of continuous County service will be credited at the beginning of the calendar year in which the employee attains it, with the anticipation that his/her employment will be continuous throughout the calendar year.

B. Vacations will be scheduled and granted, subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number of employees on vacation at any given time, the employee whose request is submitted first shall be approved. If two requests are submitted at the same time, the employee with the greatest seniority (as it relates to total years of service with the County) shall be given preference in vacation scheduling.

C. Vacation time can be taken in ½ day increments and requires 48 hours notice and approval. Administrative and Compensatory time can be taken in one hour increments. All vacation requests shall be approved on a case-by-case basis.

D. Earned vacation days that have not been used at the end of the calendar year may be carried over. The amount of carry-over cannot exceed the number of vacation days an employee will earn in the current year.

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

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



**ARTICLE 9**  
**SICK LEAVE**

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

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

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

2. Presence of serious illness in the immediate family which requires the employee’s short term personal care. Immediate family means an employee’s spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee’s household.

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

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

E. All sick leave will be monitored. It is mandatory that the employee phone his/her supervisor or designee of the reason for the absence at the earliest possible time but in no event later than the usual reporting time.

F. Any employee covered under the terms of this agreement who “retires” from County service under the Public Employees Retirement System (P.E.R.S.) shall be paid fifty (50%) of accrued sick leave up to a maximum of \$22,000 (see definition of retirement under post-retirement Health Benefits). Retirement shall not include death unless under the provisions of the applicable statute, application for retirement has already been filed.

G. A bonus of \$100.00 will be paid to each employee who has perfect attendance during each calendar quarter. An employee who has perfect attendance during the entire calendar year shall receive a total annual bonus of \$500. Perfect attendance shall not be lost as a result of an employee taking approved administrative, approved furlough, vacation, comp time or bereavement usage.

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

I. Days lost to injury or illness arising from or caused by County employment for which the employee has received Workers’ Compensation shall not be charged to sick leave.

**ARTICLE 10**  
**LEAVE 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 as required by law. However, the employee shall be entitled upon his/her return from leave of absence without pay, to all service credits earned up to the date his/her leave commenced.

B. Unpaid Leave.

1. A permanent employee who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties or who desires to engage in a course of study that will increase his/her usefulness or return to service or for any reason considered valid by the Department Head and the Appointing Authority, desires to secure leave from regular duties may, with the approval of the Department Head, the Appointing Authority and the State Department of Personnel be granted a special leave of absence without pay for a period not to exceed six (6) months which may be extended for an additional six (6) months upon similar approval. Employees shall not be granted leave to accept other employment.

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

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

C. The union and the County agree to abide by the County's policies on Family Medical Leave (FMLA) and Family Leave (FLA). The County will provide copies of the policies to all employees.

D. Absence Without Leave.

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

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

E. Jury Duty.

1. All employees will receive their regular base pay for Jury Duty performed during their regularly scheduled working hours. The County encourages employees to fulfill their civil 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 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 (2) hours prior to the end of their shift, must return to work for the remainder of their shift, unless serving out of the County.

F. Bereavement Leave.

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

G. Employees shall have three days Administrative Leave per year, prorated by thirds of a year for new employees. Administrative Leave days shall not accumulate year to year.

**ARTICLE 11**  
**HOURS OF WORK**

- A. Any employee hired after September 1, 1999 shall work a 40 hour work week.
  
- B. The current practice of flex time shall be continued in that it shall be offered to all employees. With the prior approval from immediate supervisor, short periods of time during core time can be flexed. No employee shall be unreasonably denied use of flex time. The final decision shall be based on the needs of the County and shall reside with management.
  
- C. All lunch breaks shall be taken between the hours of 11:30 a.m. and 2:30 p.m. with the latest lunch hour no later than 1:30 p.m. unless an employee is prevented from taking lunch during those hours because of operational necessity.
  
- D. Hours worked between 35 and 40 shall be paid at straight time. Hours worked in excess of 40 shall be paid at time and a half. The employee will have the option of cash or comp time compensation.

**ARTICLE 12**  
**OVERTIME/CALL IN**

A. Employee will be paid one and one-half times their rate of pay for all hours actually worked beyond forty (40) hours per week.

B. No work outside regularly scheduled hours may be performed without the express prior authorization of the responsible supervisor except in emergency situations.

C. An employee who has been called in to work at a time not contiguous to his/her shift shall be paid one and one-half times the normal pay rate if the added time causes the actual hours worked in a week to be over 40 hours, otherwise it will be paid straight time. The employee will be paid a minimum of 3.5 hours for workers designation of 35 hours work week and 4.0 for workers designation of 40 hours work week, for a call-in and will be excused from duty when the work is completed unless his/her regular work time is commenced.

D. The employee shall receive pay or compensatory time off at his/her option so long as it is not in conflict with F.L.S.A. rules and regulations.

E. The following shall be regarded as hours worked for purposes of computing overtime:

- (1) All hours actually worked;
- (2) Holidays;
- (3) Vacation;
- (4) Compensatory time.
- (5) Administrative Time.

This change to add administrative time shall be prospective only from the date of the ratification of this agreement by all parties which is deemed to be December 9, 2008.

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

F. Beeper Time.

At the approval of the Division Director and the request of the supervisor, compensatory time for wearing a beeper will be granted as follows:

Wearing a beeper for three consecutive months, seven days a week, 24 hours a day warrants one day of compensatory time.

G. Types of Overtime.

Overtime – Continuous. This would describe overtime worked by an employee contiguous to his/her shift to complete an assignment initiated prior to end of scheduled workday. This could include the investigation of a complaint or the continuation of a scheduled inspection that started prior to a normal workday or continued past the end of a normal workday. Travel to and from training or a scheduled meeting would be included in this description.

Overtime – Call in/Emergent. This would describe overtime worked by an employee who was called into work at a time not contiguous to his/her shift. This normally is used to describe an after hours call that requires an immediate response by an employee of the Division of Public Health. These calls are normally received through the Sheriff's Office. Calls to pick up avian specimens are included in this description.

Overtime – Scheduled Events. This would describe overtime worked by an employee who was scheduled to work at a time not contiguous to his/her shift. This normally is used to describe after hours events that require employees to perform inspections and/or provide public education materials.

In accordance with Article 18, Paragraph H, a meeting was held on April 23, 2007 between management and the union to discuss and mutually resolve an issue regarding overtime. A number of union members had brought forth a concern to management regarding the process of soliciting volunteers to work overtime for scheduled events. As a result of these concerns, a policy has been developed to address equitable distribution of overtime for scheduled events. In accordance with Article 13, the Personnel Office within the Department of Human Services has generated a current list of union employees that indicates the length of service each employee has worked starting with his/her date of hire.



As of May 1, 2007, the employee with the greatest seniority will be offered the next available overtime-scheduled event opportunity. Following that, the next opportunity will be given to the employee with the second greatest seniority, and so on. This will avail every union employee an opportunity to either accept or decline available scheduled event overtime. If a union member declines an offer to work available scheduled event overtime, the next senior member will be offered the opportunity.

The Environmental Health Coordinator shall notify the designated union shop steward of available overtime for scheduled events. It shall be the responsibility of the union shop stewards to maintain the current seniority list. It shall also be the responsibility of the union shop stewards to notify the Environmental Health Coordinator in a timely manner which employee(s) have accepted the opportunity to work the scheduled event overtime.

In the event an employee initially agrees to work at a scheduled event and then declines, said employee shall notify the Environmental Health Coordinator and union shop steward immediately. The union shop steward will then afford the next senior person on the list the opportunity to work the scheduled event. This information should be given to the Environmental Health Coordinator as soon as possible (preferably same day).

This policy in no way shall impede management's right under Article 18, Paragraph M, General Provisions and Practices in order to manage operations. Management and union representatives agree to meet and evaluate the effectiveness of the policy within the next three months.

**ARTICLE 13**  
**SENIORITY**

A. In all cases of demotions, layoffs, recall, vacation schedules and choice of shifts, or other preference, the employee with the greatest amount of seniority shall be given consideration provided that employee has the requisite ability. In the case of a dispute regarding this paragraph, written justification may be requested.

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

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

**ARTICLE 14**

**LAYOFF**

Layoffs will be made in accordance with applicable regulations of the New Jersey Department of Personnel.

## **ARTICLE 15**

### **RETIREMENT AND/OR RESIGNATION**

A. Resignations in good standing shall require a minimum of two (2) weeks written notice to the Department Head.

B. PROCEDURES:

1. The employee should notify his/her Department and Division Director in writing, stating the reason for resignation and the exact date the resignation will take effect.

2. Any employee who is absent from work five (5) consecutive working days without proper notice to the appropriate Department Head will be considered as not having resigned in good standing.

C. Retirement is defined as 25 years or more of service with Atlantic County or reaching the age of 62 or older and having at least 15 years of service with Atlantic County.

D. Public Employees Retirement System

Employees are required to enroll in the Public Employee's Retirement System (PERS) in accordance with the rules and regulations of the Public Employee's Retirement System. Salary deductions and the rights of the employee upon termination of service with the County, before retirement, shall also be in accordance with the PERS rules and regulations.

**ARTICLE 16**  
**HEALTH BENEFITS**

**A. Medical Insurance**

1. Effective April 1, 2008 all employees hired before that date and their eligible dependents shall be entitled to comprehensive medical/hospital and prescription coverage in accordance with any plans and provisions of the New Jersey State Health Benefits Plan (NJSHBP) at no cost.

2. All employees hired on or after April 1, 2008 and their eligible dependents shall be afforded comprehensive medical/hospital and prescription coverage under the New Jersey State Health Benefits Plan (NJSHBP) with a premium co-pay as follows:

a. Up to \$79,999	1.5% of salary
\$80,000 - \$100,000	2% of salary
\$100,001 - \$140,000	2.5% of salary

Premium co-pays are to be applied to any plan.

In addition, those employees hired post April 1, 2008 who opt for coverage under the New Jersey State Health Benefits Plan (NJSHBP) Direct 10 will be responsible for paying the increased premium between the NJ Direct 10 and the NJ Direct 15 as well as a percent of salary.

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

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

5. Employee as used herein means a bargaining unit member who works 20 or more hours per week. Your eligible dependents, for comprehensive medical, hospital and prescription drug coverage under the NJSHBP are currently defined as your spouse/civil union partner 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.

6. Health Benefits at Retirement: Any employee hired prior to January 1, 1990 shall be eligible for County paid health benefits for himself/herself and eligible dependents for five (5) years after retirement, commencing with the employee's retirement date. All employees hired after January 1, 1990 shall be entitled to health benefits coverage for himself/herself and eligible dependents for three years after retirement, commencing with the employee's retirement date. Retirement is currently defined as having 25 years or more of service credit in the State Pension Plan and 25 years of service with Atlantic County or upon reaching the age of 62 years or older and having had at least 15 years of service credit with Atlantic County. Health Benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the three year period of the employer paid coverage.

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

8. Part-time employees, defined as those regularly scheduled for at least 20 hours of work per week, shall be entitled to health benefits. Temporary and part-time employees working less than 20 hours are not entitled to any health benefits.

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

10. Opt-Out: The County hereby offers an insurance health benefits opt-out which will be in accordance with the provisions set forth in a document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement.

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

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

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

3. Employees are eligible to use the program while maintaining up to one year's worth of sick and vacation time. Only full time employees with at least one year of service shall be eligible to participate in the disability pool.

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

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

**C.** 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.** Workers' Compensation.

If an employee of this unit is injured on duty during working hours, he/she will be entitled to Workers' Compensation benefits as set forth in N.J.S.A. 34:15.



**ARTICLE 17**  
**COMPENSATION**

A. Annual increase for employees:

January 1, 2008	\$1,875 added to base (retroactive to 1/1/08)
January 1, 2009	\$2,000 added to base
January 1, 2010	\$2,075 added to base
January 1, 2011	\$2,200 added to base

B. Starting Salaries.

Starting salaries for the various job titles as shown in the chart listed below will increase by \$1,500 in calendar years 2009, 2010 and 2011.

Titles	2009	2010	2011
A Registered Environmental Health Specialist Trainee	\$31,855	\$33,355	\$34,855
B Registered Environmental Health Specialist, Public Health	\$34,062	\$35,562	\$37,062
C Senior Registered Environmental Health Specialist, Public Health	\$35,994	\$37,494	\$38,994
D Principle Registered Environmental Health Specialist, Public Health	\$38,202	\$39,702	\$41,202
B Geographical Information Systems Specialist I	\$34,062	\$35,562	\$37,062
C Geographical Information Systems Specialist II	\$35,994	\$37,494	\$38,994

Titles	2009	2010	2011
D Geographical Information Systems Specialist III	\$38,202	\$39,702	\$41,202
B Right to Know Specialist	\$34,062	\$35,562	\$37,062
D Program Coordinator-Water Pollution Control	\$38,202	\$39,702	\$41,202
E Program Coordinator-Solid Waste	\$40,133	\$41,633	\$43,133
A Public Health Investigator	\$31,855	\$33,355	\$34,855
B Senior Public Health Investigator	\$34,062	\$35,562	\$37,062

C. Longevity payments are based upon years of service with the County and are paid yearly following the employee's longevity date, effective November 1, 1999.

<u>Years of Service</u>	<u>Longevity Payments</u>
5-10 years	\$600
11-15 years	\$800
16-20 years	\$1,000
21 plus	\$1,200

D. Promotional Compensation:

The Union and the County agree that employees receiving promotions will be compensated as follows:

1. An employee receiving a one grade promotion will move to the minimum salary of the new grade, or a six (6%) percent increase, whichever is greater.
2. An employee receiving a two grade promotion will move to the minimum salary of the new grade, or seven (7%) percent, whichever is greater.
3. An employee receiving a promotion of three or more grades shall receive the minimum salary of the new grade or eight (8%) percent, whichever is greater.

E. Professional Licenses.

The Union and the County agree that from December 5, 2003 forward, the County will pay for all professional licenses needed in the performance of the employee's job pursuant to County Policy No. 2.08.

F. Title Upgrades.

1. Based upon title changes recently implemented by New Jersey Civil Service/DOP, any licensed Registered Environmental Health Specialist with ten (10) years service with Atlantic County as of December 31, 2008 and not receiving a promotion under this section shall receive adjustments to base salary as follows:

January 1, 2009	\$350
January 1, 2010	\$350

2. Licensed Registered Environmental Health Specialists with five (5) years of service in the title and not receiving an unsatisfactory evaluation, shall be promoted to the Senior Registered Environmental Health Specialist title. For those currently eligible, the promotion shall be effective January 1, 2009 and will be based upon the 2009 salary rate. Those so promoted as of January 1, 2009 shall receive a five (5%) pay increase or the minimum senior rate, whichever is higher. Future promotions for Registered Environmental Health Specialists shall occur on their fifth (5<sup>th</sup>) anniversary date and the promotional compensation shall be in accordance with the provisions of subsection D.1. of this Article.

**ARTICLE 18**  
**GENERAL PROVISIONS AND PRACTICES**

A. Should any portion of this Agreement be held unlawful and unenforceable by any court or other tribunal 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 Employer and the Union jointly agree that the printing cost of the contract shall be evenly divided between the County and the Union with each paying a fifty (50%) percent share.

C. Mileage allowance for authorized use of personal automobile on official business will be paid at the then current IRS rate.

D. The Employer will provide parking for all employees.

E. Employees may be required to use their own personal car, if a County car is not available.

F. Job Postings

To provide promotional and/or lateral career opportunities for employees within the Unit, existing or planned job vacancies within the County and Department shall be prominently posted.

G. Employees transferred or promoted shall be given training where reasonably available as mutually determined by the supervisor and employee being transferred or promoted and if possible in consultation with the former employee holding the position.

H. There shall be labor management meetings quarterly upon the request of either the County or the Union in order to discuss and mutually resolve any concerns. Up to three (3) representatives of each party may attend and shall have authorization to resolve the issues being discussed except where resolution must come from outside the Department, or where Freeholders and/or where full Union approval is required.

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

I. Educational reimbursement program shall be in accordance with County policy.

J. Each employee shall be given the opportunity to review the contents of his/her Personnel file during the next business day after his/her request to the Personnel Director or his/her designee. The employee shall have the right to respond to any document in his/her Personnel file which shall be included in the respondent's Personnel file within 30 days of the employee's awareness of the document. Each employee shall have a right to one (1) copy of each document in his/her Personnel file upon request.

K. Each new employee will be given appropriate benefit material and afforded the opportunity of an orientation to assist him/her in the performance of his/her duties. County and departmental policies issued during the term of this Agreement shall be made available to the employees.

L. Atlantic County has historically utilized the state run and regulated Civil Service System. In order to ensure that none of the current level of employees rights, benefits and protection under Civil Service are reduced. Atlantic County and CWA agree to the following: if Atlantic County should ever opt out of the Civil Service System or if any provision of Civil Service statutes, rules and regulations are repealed, then any provision of Civil Service statutes, rules or regulations which provided any employee a right or protection and which would have been within the scope of mandatory negotiations except for the preemption by Civil Service statutes, rules or regulations, shall be automatically

incorporated into this agreement until or unless the parties negotiate replacement language. Provisions regarding the decision to reduce the size of the work force for any reason and the order of layoff and the use of seniority will be subject to negotiation.

M. It is understood that Management possesses the right, in accordance with applicable laws, to manage all operations, including the direction of work force and the right to plan, direct and control the operation of all equipment and other property.

N. Employee Evaluations.

The employer shall conduct annual employee evaluations. These evaluations will be used to monitor employee progress. At the time of the evaluation, the supervisor shall meet with the employee and will note for the employee any areas that are not satisfactory and will provide a corrective action plan to allow the employee to correct any deficient areas. At the end of a six month period, the supervisor shall meet with the employee to assess the employee's progress under the corrective action plan. Although the employer reserves the exclusive right to establish evaluation standards/criteria, it will negotiate with the union on establishing the evaluation procedures. The employer may consider an employee's evaluations along with other factors for purposes of promotion and/or demotion.

## **ARTICLE 19**

### **HEALTH AND SAFETY/EMERGENCY LEAVE**

1. The County agrees to provide a healthful and safe working environment and to obey appropriate laws and regulations concerning work place health and safety.
2. When an employee is physically prevented from traveling to work as a result of an act of God such as a snow storm or other extraordinary condition, the employee shall be permitted to utilize Administrative Leave/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 assessed. Entitlement under this paragraph shall be at the discretion of the County and shall not be arbitrarily and unreasonably denied. However, if the County Executive closes the County offices wherein all other County employees receive pay, employees under this agreement shall also be paid.

## **ARTICLE 20**

### **PRORATION AND RETROACTIVITY**

During the initial year of service, employees having entitlements to allowances, stipends, and reimbursement shall receive pro rata payments for same based on date of entry into the unit.

Employees on suspensions shall have no entitlement to allowances, stipends, reimbursements and longevity during the period of such leave or suspension.

Retroactive payments of any kind, including salary increases, will not be made for those employees who separate from employment prior to the date in which payment is issued.



**ARTICLE 21**

**DURATION**

This Agreement shall be effective as of January 1, 2008 and shall remain in full force and effect until December 31, 2011, or until execution of a successor Agreement.

The Agreement shall be automatically renewed unless either party shall notify the other in writing ninety (90) calendar days prior to the expiration date that it desires to commence negotiations.

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

COUNTY OF ATLANTIC

COMMUNICATION WORKERS  
OF AMERICA, AFL-CIO

BY: s/Dennis Levinson  
Dennis Levinson, County Executive (Date)

BY: s/Paul Alexander 1/24/09  
Paul Alexander, (Date)  
Assistant to the President

BY: s/ James F. Ferguson  
James F. Ferguson, County Counsel (Date)

BY: s/Shawn Ludwig 1/14/09  
Shawn Ludwig (Date)  
Staff Representative

BY: s/Troy Flemming 1/28/09  
Troy Flemming, Steward (Date)

BY: s/Daniel Crum 1/28/09  
Daniel Crum (Date)

BY: s/Kathy Knisel 1/28/09  
Kathy Knisell (Date)

BY: s/Danielle Stapleton 1/28/09  
Danielle R. Stapleton (Date)

BY:s/ Don Rice 1/14/09  
Don Rice, CWA National Rep.

Certification

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

Name James F. Ferguson

Title County Counsel