



**LABOR AGREEMENT**

**BETWEEN**

**ATLANTIC COUNTY**

**AND**

**GOVERNMENT WORKERS UNION**

**SURROGATE'S OFFICE**

**January 1, 2011 – December 31, 2013**

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## PREAMBLE

- A. This Agreement is made between the County of Atlantic (hereinafter referred to as Employer) and the Government Workers Union (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 terms as follows:

**ARTICLE 1 - GENERAL PROVISIONS**  
**1.01 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 title:

Special Probate Clerk

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 the Government Workers Union.

Employer - refers to the County of Atlantic, New Jersey and the Atlantic County Surrogate.

c. Management - refers to county employees with supervisory authority of employees in this bargaining unit.

d. 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.

## 1.02 DUES AND REPRESENTATION FEE

- A. The Employer agrees to deduct Union dues from the salaries of bargaining unit employees subject to this Agreement. The amounts to be deducted shall be certified to the Employer by the Union on an annual basis.
- B. Membership dues deduction shall be made for each employee who requests, in writing, that such deduction be made. Members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.
- C. The Employer shall deduct from the pay of each employee subject to this Agreement - who does not submit a written authorization for membership dues deduction, a representation fee in lieu of dues equivalent to eighty-five (85%) percent of the regular monthly membership dues, in accordance with P.L. 1979, chapter 477 (as it relates to the Agency Shop provisions).
- D. All deductions under this Article shall commence ninety (90) days after the employee's date of hire.
- E. All deductions under this Article shall be made, together with a list of names for whom deductions were made, by the second pay of each month and remitted within seven (7) days to the Union Office c/o Secretary/Treasurer, Government Workers Union, P.O. Box 968, Hammonton, New Jersey, 08037.
- F. Government Worker Union Political Action Fund: Upon receipt of written authorization for deduction from wages, the Employer agrees to deduct an amount as indicated by the Union each month for the Government Workers Union Political Action Fund. No deduction shall be made if it is prohibited by law.
- G. The Union shall indemnify and hold the Employer harmless against any liability that may arise from implementation of this Article.

### **1.03 NON- 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.



## 1.04 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.

## 1.05 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 CONSIDERATIONS

### 2.01 SALARY AND WAGE

A. All employees covered by this Agreement will receive annual increases to base salary as follows:

1. 2011                      \$642.00

2. 2012                      \$642.00

3. 2013                      \$642.00

4. The increases for 2011 shall be retroactive to January 1, 2011.

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

Effective January 1, 2009    \$27,500

## 2.02 HEALTH AND WELFARE

### A. Medical Insurance

1. Pursuant to New Jersey Legislation S-2937 (Chapter 78, P.L 2011) employees shall contribute 1.5% of their income or the statutorily mandated contribution based upon an employee's salary and the percentage of premium contribution in each respective year of the schedule in S-2937, whichever is greater.
2. 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. All of the coverage outlined above shall extend through the duration of this Agreement, however, the County reserves the right to reopen 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 more than 25 hours per week. Your eligible dependents, for comprehensive medical, hospital, and prescription drug coverage under the New Jersey State Health Benefits Program, are your spouse and/or your children under age 26. Eligibility is defined under NJSHBP. Eligible dependents for optical and dental coverage are defined by the County's provider contracts.
6. Health Benefits at Retirement: An employee who retires shall be eligible for County-paid health benefits coverage for himself/herself and eligible dependents for three (3) years after retirement commencing with the employee's retirement date. Retirement is currently defined as having 25 years or more of service credit in the State Pension Plan and 25 years of service with Atlantic County or upon reaching the age of 62 years or older and having had at least 15 years of service credit with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverage as may occur during the three year period of the employer paid coverage.
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 25 hours of work per week, shall be entitled to health benefits. Temporary and part-time employees working less than 25 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 Government Health Benefits Opt Out Program .

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

1. The County's decision as to employees' 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.

### 2.03 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  | - | \$600.00   |
| 11 - 15 years of service | - | \$800.00   |
| 16 - 20 years of service | - | \$1,000.00 |
| 21 + years of service    | - | \$1,200.00 |

## **2.04 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.

## 2.05 CALL-IN, TRAVEL, PARKING

A. 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.

B. Travel.

1. 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.

2. 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.

3. Travel pay shall be paid within two (2) weeks of submission.

C. Parking. The employer shall provide reasonable parking facilities at no cost to the employee.



## **2.06 STIPENDS**

If an employee maintains perfect attendance in any calendar quarter, such employee shall be entitled to an additional payment of fifty (\$50) dollars. Such payments shall be paid no later than thirty (30) days after the close of the last calendar quarter.

## 2.07 HOLIDAYS AND ADMINISTRATIVE DAYS

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. President's Day( AKA 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. Effective January 01, 2008 employees shall receive four (4) annual Administrative Leave days.

## 2.08 VACATIONS

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 same leave time, the employee with the longest seniority shall receive leave when said leave is requested; from January 01 through March 01 for the first half of the calendar year and from June 01 through August 01 for the second half of the year. All other requests shall be considered on a first-come, first served basis.

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.

## 2.09 SICK

- 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 XXI, Health Benefits).
- G. See Article 2.06 "Stipends" for information on the perfect attendance stipend.
- H. Any work time lost due to injury or illness arising from or caused by employment with the employer shall be governed in accordance with the County's Workers' Compensation Policy and Procedures.

## 2.10 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. Military Leave shall be in accordance with N.J.S.A. 38A:4-4.

### D. Family and Medical Leave:

1. It is the policy of Atlantic County Government, as a covered employer, to comply with the Family and Medical Leave Act (FMLA) and the Family Leave Act (FLA). Applicability of FMLA/FLA leave will be determined with reference to the statutes and their accompanying regulations. Employees should contact Human Resources for assistance and information on specific situations. This policy summarizes applicable regulations. The complete FMLA regulations appear at 29 *C.F.R.* §825 [www.dol.gov](http://www.dol.gov) and the complete FLA regulations appear at *N.J.A.C.* 13:14-1. Although this contract may add to your rights under the FMLA and the FLA, in instances where the FMLA and FLA and their regulations are more generous, they will be controlling.

2. Definitions

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

*Chronic Serious Health Condition.* A condition which: (i) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

*Immediate Family.* Parent, child, or spouse as defined in 29 C.F.R. § 825.200(9); N.J.A.C. 4A:6-1.21(b)(7).

*Key Employee.* An employee who is among the highest paid 10% of all County employees; whose base salary is within the highest 5%; or whose base salary is one of the seven highest.

*Parent.* Parent means a person who is the biological parent, adoptive parent, foster parent, stepparent, parent-in-law (not included under FMLA), or legal guardian, having a "parent-child relationship" with a child as defined by law or having sole or joint custody, care, guardianship, or visitation with a child.

*Serious Health Condition.* Serious Health Condition means an illness, injury, impairment, or physical or mental condition which requires: (i) inpatient care in a hospital, hospice, or residential care facility; or (ii) continuing medical treatment; or (iii) continuing supervision by a health care provider.

*Spouse.* A husband or wife as recognized by state law.

*Hours Worked.* For purposes of determining eligibility, hours worked means the actual hours worked as determined under the principles of the Fair Labor Standards Act.

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

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

4. Leave Entitlement

- a. FMLA leave. An employee is entitled to a total of 12 work weeks of unpaid leave during the 12 month period measured forward from the date the employee's first FMLA leave begins, for any of the following reasons:
  - b.
    - (i) birth, adoption or placement for foster care of a child;
    - (ii) to care for an immediate family member (spouse, parent or child) with a serious health condition;
    - (iii) the employee's own serious health condition;
    - (iv) chronic serious health condition.
- b. FLA leave. An employee is entitled to a total of 12 work weeks of unpaid leave during a 24 month period measured forward from the commencement of the FLA leave, for any of the following reasons:
  - (i) birth, adoption or placement for foster care of a child
  - (ii) to care for an immediate family member (spouse, parent or child) with a serious health condition

NOTE: Because of the interaction of the FMLA and FLA there are some situations in which the length of leave entitlement will be more than 12 weeks. Also, leave for the birth, adoption or placement of a child must be commenced within one year of the date of birth, adoption or placement and may be spread over a maximum period of 24 months. Consult Human Resources for specific leave determination.

c. Intermittent and Reduced Leave

- (i). Intermittent and reduced leave are available under both the FMLA and FLA.
- (ii). For FMLA/FLA leave taken for the birth or placement of a child, use of reduced or intermittent leave requires the consent of the county unless a serious or chronic serious health condition is involved.



- (iii). Employees must make a reasonable effort to schedule reduced or intermittent leave so as not to disrupt the operations of the county.
  - (iv). Spouses. In conformance with New Jersey law, where a husband and wife both work for Atlantic County, they will not be required to share leave time.
- d. Paid or Unpaid/ Relation to Other Leave Provisions
- (i). The County will designate all qualifying absences as FMLA/FLA leave. The leave will run concurrent with absences including, but not limited to, Workers' Compensation, State Disability, a Medical Leave, a Personal Leave, the Disability Pool Program, Vacation, Administrative Leave and Sick Leave.
  - (ii). However, an employee may choose to use paid leave during an absence for an FMLA/FLA qualifying reason so that paid leave would be used concurrently with the unpaid FMLA/FLA entitlement. The County will not require employees to use paid leave time while out on FMLA/FLA leave. The parties further recognize that the County's obligation to provide FMLA leave in no way limits the County's legal obligation to provide reasonable accommodation to employees under the ADA or the NJLAD, their regulations and the administrative and decisional law interpreting those laws.
- e. Health Benefits. An employee who is absent under FMLA/FLA leave will have his/her health benefits maintained.
- f. Other Benefits. It is the County's policy to maintain the following benefits under the indicated circumstances.
- g. Life Insurance. For unpaid leaves, pension life insurance will continue for a period of up to two years.
  - h. Accrual of Pension Benefits. An employee does not earn service credits while on an unpaid leave of absence. Pension credit accrues as usual for paid leaves. For unpaid leaves, pension credit will not accrue. However, employees may have the opportunity to purchase the time, up to two years, by contacting the Division of Pensions within one (1) year of returning to active employment.
  - i. Recovery of Costs of Maintaining Benefits. If you do not return to work following FMLA leave for at least 30 days for a reason other than: 1) the continuation, recurrence, or onset of a serious or chronic serious health condition which would entitle you to FMLA leave; or 2) other circumstances beyond your control, as defined by 29 C.F.R. 825.213(a) you may be required to reimburse the County for the

County's share of health insurance premiums paid on your behalf during your FMLA leave.

5. Reinstatement Rights. At the expiration of an employee's FMLA/FLA leave the employee is entitled to be restored to the position held by the employee when the leave commenced or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment, unless the employee would have lost his or her position without regard to the leave, such as in a reduction in force. Special rules may apply to Key Employees. Employees who use leave beyond their FMLA/FLA entitlement are not covered by the FMLA/FLA protections, such as reinstatement, continuation of medical coverage, etc. once their FMLA/FLA leave entitlement is exhausted.

6. Notification by Employee

a. Foreseeable Circumstances. The employee is required to provide written notice to the county of the need to take FMLA/FLA leave 30 days in advance or as soon as practicable for birth, placement, or adoption of a child, and at least 15 days in advance or as soon as practicable for the serious or chronic serious health condition of the employee or an immediate family member. Failure to provide advance notice may delay the granting of FMLA/FLA leave until 30 or 15 days, as applicable, after notice is given.

b. Unforeseen Circumstances. When leave is not foreseeable, the employee is required to provide notice of the need to take FMLA/FLA leave as soon as practicable. Except in extraordinary circumstances, that would be no later than one or two working days. Initial notification may be oral to the department designee. The County may require written confirmation.

c. An employee must provide sufficient information to the county to establish an FMLA/FLA qualifying reason for the requested leave.

d. Requesting Leave. An employee who is requesting FMLA/FLA leave shall complete the County Request for Leave and submit it to their supervisor within the required time frame for notice.

e. Certification. The County requires the need for leave for the serious or chronic serious health condition of an employee or the employee's immediate family member be supported by a certification issued by a health care provider. The WH-380 Form is to be used for this purpose. Although an employee is required to provide the County with "medical facts" supporting the leave request, the employee need not provide the County with a diagnosis. The County also requires an employee to provide reasonable documentation or a statement of family relationship if the leave is to care for a family member.

f. Initial Certification. An employee must return the Form WH-380 as soon as possible, but no later than 15 calendar days after being informed of the need to provide certification. Failure to provide the certification in a timely manner may result in delay

of the leave until the certification is received for foreseeable leave, and for unforeseeable leave, result in the delay of the continuation of the employee's leave until the certification is received. If the Form WH-380 is never presented by the employee, the leave will not be FMLA/FLA leave.

g. Confirmation of Certification. A health care provider representing the County may contact the employee's health care provider, with the employee's permission, for purposes of clarification and authenticity of the medical certification. If the County has reason to doubt the validity of a medical certification, the County may, at its own expense, require an employee to obtain a second medical certification from a health care provider. The County may choose the health care provider for the second opinion with certain restrictions.

If the opinions of the employee's and the County's health care providers differ, the County may require the employee to obtain a certification from a third health care provider at the County's expense. This third opinion, by a health care provider jointly approved by the County and the employee, shall be final and binding. The County will provide the employee with a copy of the second and third medical opinions, where applicable, upon request by the employee. Absent extenuating circumstances, the requested copies are to be provided within two business days.

h. Recertification - The County may require an employee to submit subsequent recertifications on a periodic basis as provided under applicable law. The employee is responsible for the cost of the recertification. Failure to provide the recertification may result in the delay of the employee's continuation of FMLA/FLA leave.

i. Certification of Fitness to Return to Work - The County will require a certification of fitness to return to work under the same conditions as set forth in the paid sick leave policy. Failure to provide a return to work certification may result in delay of restoration to employment until the certification is submitted.

7. Period Within which Leave can be Taken. The period within which leave can be taken will be measured forward from the date the employee's first FMLA/FLA leave begins.
8. Outside Employment. Both the FMLA and the FLA have regulations which permit outside employment during qualifying leave. An employee should contact Human Resources for information on the ability to work another job while on FMLA/FLA leave.
9. Return to Work. The County requires an employee to report periodically on the employee's status and intention to return to work. The employee may return to work earlier than originally anticipated provided the employee gives the county two business days notice and a new medical note.
10. Determination of Leave Eligibility. The determination of whether an employee is entitled to FMLA/FLA leave and the amount of FMLA/FLA leave entitlement is to be made

by the Division of Human Resources. Each department is responsible for notifying the Division of Human Resources of the following:

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

11. Notification of Leave Designation. The Division of Human Resources shall review all requests for time off which may qualify as FMLA/FLA leave and notify the requesting employee of the designation of the leave in accordance with the regulations through the use of the county notification form. If the county is unable to immediately obtain sufficient information to confirm eligibility as FMLA/FLA leave, the leave may be provisionally designated as FMLA/FLA leave pending confirmation. If further investigation fails to confirm a qualifying reason, the FMLA/FLA designation may be withdrawn on written notice to the employee

12. Exercise of Rights. The County shall not take any adverse action against an employee who exercises his or her rights under the FMLA or FLA.

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:

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

2. Bereavement Leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation from County employment shall be canceled. The County reserves the right to require proof of the death.

## **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 3 - OTHER PROCEDURES AND PRACTICES**

### **3.01 HOURS OF WORK**

- A. The work week shall consist of five (5) consecutive work days, Monday through Friday from 8:30 a.m. To 4:30 p.m.
- B. The employer may, with the consent of the Union, establish alternative work schedules.

### **3.02 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.



### **3.03 SENIORITY**

- 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.

### **3.04 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(s) 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.

### 3.05 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.

### **3.06 LAYOFF PROCEDURE**

A. Layoff of bargaining unit employees shall be in accordance with applicable rules and regulations of the New Jersey Civil Service Commission.

### **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).

### **3.08 GENERAL PROVISIONS**

A. 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.



### **3.09 TERMS OF AGREEMENT**

A. This Agreement shall be effective as of January 1, 2011 and remain in full force and effect through December 31, 2013.

C. 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.

### **3.10 PERSONNEL PRACTICES**

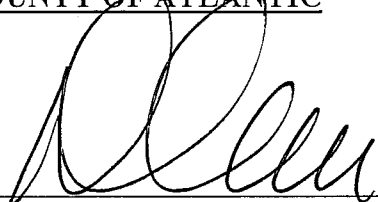
- A. Each new employee shall be given an employee handbook, appropriate benefit material and afforded the opportunity to an orientation to assist the new employee with understanding the employer's operations and employment expectations. Policies and Procedures shall be made available to all employees 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.

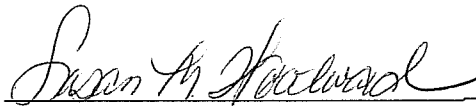
**3.11 ENDORSEMENTS AND CERTIFICATION**

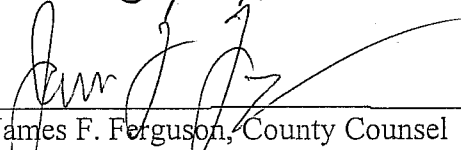
In WITNESS THEREOF, the parties have affixed their hands and seals and agree to be bound and abide by all terms and conditions as set forth herein.

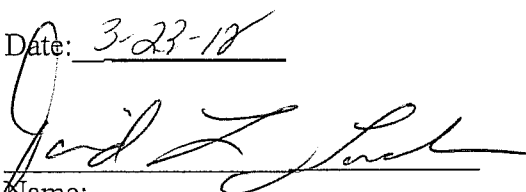
**COUNTY OF ATLANTIC**

**GOVERNMENT WORKERS UNION-  
SURROGATE'S OFFICE**

  
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Dennis Levinson, County Executive

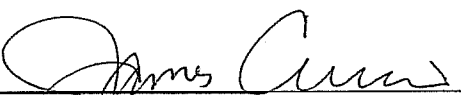
  
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Name: Susan Woodward

Date: 5/2/12  
  
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James F. Ferguson, County Counsel

Date: 3-23-12  
  
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Name:

Date: 5/2/12

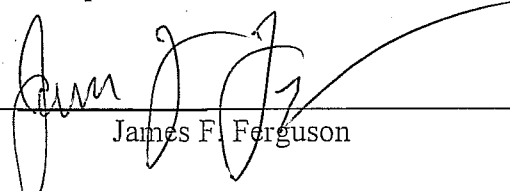
Date: 04/20/12

  
\_\_\_\_\_  
James Curcio, Surrogate  
Date: 3/28/12

\_\_\_\_\_  
Name:  
Date: \_\_\_\_\_

Certification

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

Name   
\_\_\_\_\_  
James F. Ferguson  
Title County Counsel