

LABOR AGREEMENT
COUNTY OF ATLANTIC
and
COMMUNICATIONS WORKERS
OF AMERICA LOCAL 1034

DEPARTMENT OF FAMILY & COMMUNITY
DEVELOPMENT

JANUARY 1, 2005- DECEMBER 31, 2008

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AGREEMENT

A. This Agreement made by and between the County of Atlantic (herein called the County) and CWA Local 1034, Woodbury, NJ (herein called the Union).

B. This Agreement has as its purpose:

To achieve and thereafter maintain a Harmonious relationship between the County and the Union. To foster cooperative Labor/Management efforts in the implementation of work of the Department of Family and Community Development and thereafter maintain a harmonious relationship.

The establishment of an equitable and peaceful procedure for resolution of differences.

The establishment of rates of pay, hours of work, and other terms and conditions of employment.

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

D. The parties recognize that it is the responsibility of the County to provide the highest quality public services to its residents. In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of professional ethics and responsibilities as applicable.

E. The County and the Union have entered into collective negotiations and have documented the results thereof in writing follows:

ARTICLE 1

RECOGNITION AND DEFINITION OF TERMS

A. RECOGNITION

The County recognized the Union as the sole bargaining agent for the titles listed in Exhibit A.

All other employee classifications are excluded from this Agreement. The County and the Union shall negotiate the terms and conditions of employment for all newly created classifications in the Division of Family and Community Development which are in this unit either by a PERC decision or by agreement between the County and the Union recognizing that all job titles and job descriptions are ultimately subject to modification and approval by the State Department of Personnel.

The County and the Union recognize the rights and obligations of the parties to negotiate wages, hours and other terms and conditions of employment and to administer this Agreement on behalf of covered employees, and that such administration shall apply equally to all employees in the bargaining unit without regard to membership or non-membership in the Union.

B. DEFINITION OF TERMS

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

1. "Employees" refers to employees in the certified bargaining unit as set forth Paragraph A above.

2. "Union refers to the Communications Workers of America AFL-CIO CLC and Communication Workers of America, Local 1034 of the union at various job sites.
3. "Management" as defined by the P.E.R.C. Act.
4. "Authorized Representative" refers to Union and County employees who are authorized by way of position and or/delegation, to insure correct and proper implementation of terms agreed to herein.

ARTICLE 2

DUES AND REPRESENTATION FEES

A. 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. The deduction shall be made only for each employees who individually requests, in writing, that such deduction be made.

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. However, in the event of rehire, such dues shall commence after thirty (30) days of date of rehire.

D. The amounts 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, NW, Washington, DC 2001-2797 by the tenth (10th) day of the month following the calendar month in which said deductions are made, together with a list of names and the amount of the deduction.

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 be the Union or the County in reliance upon official notification on the letterhead of the Union of such deductions.

ARTICLE 3

NON-DISCRIMINATION

A. The County and the Union agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidating of, interference with nor discrimination against an employee because of race, creed, color, national origin, nationality, ancestry, age, martial status, sex, existence of an atypical hereditary cellular or blood trait, or liability for service in the Armed Forces of the United States, or because such person is or has been at any time handicapped, or because of the employee's Union activity or non-Union membership status.

B. If an employee chooses to process a matter of the type described above through the appropriate state and/or federal agencies, they shall not also have access to the grievance procedure for such a matter.

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

ARTICLE 4

MANAGEMENT RIGHTS

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

- (1) To the executive management and administrative control of all County functions, properties and facilities, and the activities of County employees;
- (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; (emergency to be construed as a sudden generally unexpected occurrence demanding immediate action);
- (5) To exercise control and discretion over its organization and the technology of performing its work;
- (6) To schedule employee work hours pursuant to the terms of this Agreement, as set forth in Article X - Hours of Work.
- (7) To take disciplinary action.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement and then only to the extent such specific and express terms are in

conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. It is understood and agreed that the County, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the County except as modified by this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

A. PURPOSE

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

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration. 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, rules 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 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 a grievable occurrence, whichever occurred first.

The Division Director or designee shall have ten (10) working days to respond in writing to the Shop Steward.

Failure to so respond shall constitute a denial of the grievance, and the grievant may proceed to Step Two.

2. Step Two. If the grievance is 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/hers 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 and 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 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. Disciplinary disputes shall be subject to the grievance procedure herein set forth.

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 representatives 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 for any employee for County time spent grievance proceeding by the grievant or witness.

ARTICLE 6

HOLIDAYS

- A. The following shall be recognized as paid holidays:
1. New Year's Day
 2. Martin Luther King's Birthday
 3. Lincoln's Birthday
 4. Washington's Birthday
 5. Good Friday
 6. Memorial Day
 7. Independence Day
 8. Labor Day
 9. Columbus Day
 10. General Election Day
 11. Veteran's Day
 12. Thanksgiving Day
 13. Christmas Day
- B. Employees become eligible for holidays on their first day of employment.
- C. 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 7

VACATIONS

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 1st of each year; After one year of service through five years of service, fifteen (15) working days per year;

After five years of service through ten 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 appointment 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 can be granted in one hour increments and for one-half day periods. For vacation leave less than one week, requests must be approved at least 24 hours in advance by the employee's supervisor or designee. For vacation leave of one week or more, request must be approved at least two (2) weeks in advance by the employee's supervisor or designee. Emergency request will be considered on a case by case basis.

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

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.

G. Employees will be able to participate in the vacation buy back program of up to two (2) days of unused vacation days per year to be paid by the end of the year.

ARTICLE 8

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.

3. Dental, optical or medical treatment that cannot be scheduled during non-work hours. One week advance notice of such treatment is required except in emergent circumstances. A doctor's note is required as verification of the appointment.

C. A new full-time employee earns one (1) day sick leave for each full calendar month of service in 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 1st of each year. Sick time is not earned while an employee is on Leave of Absence without pay.

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

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

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

F. All sick leave will be monitored. It is mandatory that the employee phone his/her supervisor or designee by one hour after the employee's start time.

G.(1) If an employee is absent for five (5) or more consecutive working days for any reason set forth in the above, the employee may be required to produce medical evidence. The employer may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave, an employee has been absent on sick leave for five or more consecutive work days, or an employee has been absent on sick leave for an aggregate of more than 15 days in a 12-month period.

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

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

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

H. Any employee covered under the terms of this agreement who "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 \$20,000 for Middle Level Management. The definition of "retiree" is found in Article XVI, Section C.

I. A bonus of \$125.00 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 \$350 in addition to the quarterly bonus (excluding only administrative approved vacation, furlough and bereavement usage). Payment will be made no later than 30 days from the last day of the final pay period in each quarter.

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

K. 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 9
LEAVES OF ABSENCE

A. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except 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 such as 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 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.

4. Employers shall not be required to use vacation or unearned but advanced sick time before applying for Temporary State Disability, as provided by law.

C. Military Leave.

Any permanent employee will be granted military leave in accordance with military orders received. The leave of absence shall be in accordance with NJAC 4A:6-1.11 and NJAC 5A: 2-1 et al and 38 USE Section 2024 et. seq. and get full County salary if required by law.

D. Pregnancy Disability/Child Care Leave

Dependent Care Leave shall be granted in accordance with the Family Leave Act, effective May 4, 1990.

E. Child Care Leave shall be granted in accordance with the Family Leave Act, effective May 4, 1990. Additionally, permanent employees shall be granted up to 14 additional weeks of Child Care Leave. These fourteen (14) weeks will be subject to the following conditions:

1. They must be taken contiguous to the birth or adoption of the child, or contiguous to leave taken pursuant to the Family Leave Act if such leave has been contiguous to the birth or adoption of the child.
2. The request for use of these weeks must be at least 2 months prior to use unless an emergency occurs.
3. No benefits shall be provided during these 14 weeks.
4. The 14 weeks must be taken all at one time and consecutively, or are lost.
5. The 14 weeks may be extended or renewed for an additional six (6) months upon the request of the employee, and in the discretion of the Department Head. This must be taken contiguous to the 14 weeks.

6. In addition to the notice requirements of this Agreement and the Family Leave Act, the employee shall submit a plan of use for each type of leave (Child Care and Family Leave Act) to his/her supervisor as soon as is reasonably possible. Failure to designate shall result in the first twelve weeks of leave being attributed to the Family Leave Act.

F. 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.

G. Jury Duty

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

2. When an employee is subpoenaed to appear as a witness during work time before a Court, Legislative Committee, or a Judicial or Quasi-Judicial body, 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 hours prior to the end of their shift, must return to work for the remainder of their shift, unless serving out of County.

H. 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, step children, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

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

I. Pregnancy Disability

In no case shall the employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position. Such determination shall be made by her physician.

An employee who is on pregnancy disability is entitled to use accrued sick leave for the period that she is unable to work as certified by a physician. Additionally, she may use all accrued annual vacation and administrative leave.

J. Job Security

In accordance with DOP Regulations and the Family Leave Act, an employee has the right to return to his/her permanent title in the same classification she/he held before going on pregnancy disability/child care leave.

Unused sick and vacation leave shall be carried over until he/she returns.

K. Employees shall have three days Administrative Leave per year, pro-rated by thirds of a year for new employees. Administrative Leave days shall not accumulate year to year.

ARTICLE 10
HOURS OF WORK

A. Effective 1/1/96 the normal work week shall consist of thirty-five (35) hours, seven (7) hours per day, Monday through Friday.

B. The current practice of flextime 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 flextime.

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.

ARTICLE 11
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 at a straight time. The employee will be paid a minimum of two (2) hours 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 cash compensation or compensatory time off at his/her option so long as it is not in conflict with F.L.S.A. rules and regulations.

ARTICLE 12

SENIORITY

A. In all cases of demotions, layoffs, recall, vacation schedules and choice of shifts, or other preference; e.g., equipment, training etc., 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 13

LAYOFFS

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

ARTICLE 14

NO STRIKE OR LOCKOUT

A. The Union agrees it will refrain from any strike, work stoppage, slowdown or other job action and will not condone or support any such job action.

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

ARTICLE 15

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 a Step Three grievance determination, 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 16

RESIGNATION AND RETIREMENT

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

B. Procedure:

1. The employee should notify his/her Department Head 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 having resigned not 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

1. Four months after a permanent or unclassified appointment or twelve months after a provisional or temporary appointment, employees are required to enroll in the Public Employees' Retirement System (P.E.R.S.).

2. Salary deductions are based on a percentage ratio according to an employees' age and earnings.

3. If an employee is enrolled in P.E.R.S. and terminates his/her service with the County before retirement, he/she may have his/her deductions refunded, if desired. The employee must request the application to withdraw pension monies and complete and forward it within two (2) months of his/her termination date.

4. Employees enrolled in P.E.R.S. seeking to retire should report to the payroll unit of the Department of Finance 45 days in advance of retirement to complete an application for retirement.

ARTICLE 17

HEALTH BENEFITS

A. Medical Insurance.

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

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

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

All of the coverages outlined above will be furnished to the employees and their dependents without premium copays and shall extend at least through the duration of this agreement.

4. 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 New Jersey State Health Benefits Program are currently defined as your spouse and/or your unmarried children under age 23 who live with you in a regular parent-child relationship. This includes children who are away at school as well as divorced children living at home and dependent upon you for support. Eligible dependents for optical and dental coverage are defined by the County's provider contracts.

B. Health Benefits at Retirement.

Any employee hired on or before October 23, 1995 shall be eligible for County paid health benefits coverage for himself/herself and eligible dependents for five years after retirement, commencing with the employee's retirement date. Employees hired after October 23, 1995 shall be entitled to 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 in accordance with N.J.S.A. 40A:10-23 as having 25 years or more of service credit in the State Pension Plan and a period of service of up to 25 years with Atlantic County at the time of retirement or upon reaching the age of 62 years or older and having had at least 15 years of 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 coverages as may occur during the applicable periods of employer paid coverage.

C. 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 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 months. An employee who goes through an unpaid status for 15 or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

D. Part-time employees, defined as those regularly scheduled for at least twenty (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.

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

F. 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.

G. The County shall continue to provide health care coverage to employees on approved furloughs.

ARTICLE 18
COMPENSATION

A. Annual increases for employees currently working 35 hours per week shall be as follows:

- 1/1/05 - \$1,400 added to base (retroactive to 01/01/05)
- 1/1/06 - \$1,550 added to base
- 1/1/07 - \$1,650 added to base
- 1/1/08 - \$1,800 added to base.

B. Minimum Salaries (See Appendix "B").

C. When an employee is promoted to a title at a higher grade than their current title they shall receive a promotional salary increase as follows:

- Increase of one grade - 6% salary increase or minimum salary of new grade.
 - Increase of two grades - 7% salary increase or minimum salary of new grade.
 - Increase of three grades - 8% salary increase or minimum salary of new grade.
- In each option above the employee shall receive the higher salary.
- Anniversary dates will not change with promotion.

D. Longevity payments are based upon years of service with the County and are paid yearly following the employee's longevity date, effective July 1, 1998.

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

E. When an employee is temporarily appointed to perform the work of a title at a higher grade or without appointment performs the duties of a title at a higher grade in significant manner for a period of more than one week; they shall be paid a higher salary for that period of time (minus the first week) that they perform the duties of the title at the higher grade.

The higher salary to be received temporarily for out-of-title work shall be calculated in the same manner as a promotional salary increase. Incidental performance or performance of minor duties of a title of higher grade shall not qualify for out-of-title payment.

When an employee is temporarily appointed to a title outside of a bargaining unit, the current practice shall continue.

ARTICLE 19
GENERAL PROVISIONS

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 County and the Union jointly agree that the printing cost of the contract shall be evenly divided that is: 50% of cost by the County and 50% cost by the Union.

C. Mileage allowance for authorized use of personal automobiles on official business will be paid at the applicable IRS rate.

D. The County will provide free parking for employees.

E. County policy is to not require employees to use their personal vehicles for County business.

ARTICLE 20

SEPARABILITY AND SAVINGS

If a provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members, is held to be invalid by operation of law by any Court or other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE 21
UNION RIGHTS

A. Agents of the Union who are or are not employees of the County, shall be permitted to visit job sites and work locations for the purpose of discussing Union matters so long as such visitations do not interfere with the general operation of the Employer. The Union shall provide the Employer with the names of duly authorized agents who may require such access and wherever possible, such agents shall provide notice to the Employer.

B. The County shall provide the Union with an appropriately sized and located bulletin board to be located at each and every worksite.

C. The County will allow the Union use of appropriate meeting facilities for Union meetings during non-work times, subject to building availability when the building is open.

D. The County will give release time with pay for a total of twenty (20) days a year in the aggregate for Union matters. Such time may be taken in 1 hour increments.

Emergent requests made for good cause not less than one (1) day prior to the requested leave shall not be unreasonably denied.

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

Only one unit employee may be on such leave at a time.

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

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

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

The designated union representative in all the above instances must provide reasonable notification to his/her supervisor when he/she wishes to transact such union

business on County time. The supervisor shall grant such requests so long as the operation of the County will not be adversely affected.

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

ARTICLE 22

HEALTH AND SAFETY/EMERGENCY LEAVE

A. The County agrees to provide a healthful and safe working environment and to obey appropriate laws and regulations concerning work place health and safety.

B. 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 declares the day a County-wide emergency day, where in all other County employees receive pay, employees under this agreement shall also be paid.

In those cases in which there is a partial building closing, the current practice of providing compensatory time to those who are required to stay at work when others at their work station are dismissed shall continue.

ARTICLE 23
PERSONNEL PRACTICES

A. 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.

B. Each new employee will be given an employee handbook and 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.

C. The County will promote the concept of upward mobility and will provide in-house promotion, to the extent possible under the New Jersey Department of Personnel Regulations. The County will post available job opportunities in the Department of Social Services, Division of Welfare or in any bargaining unit positions on bulletin boards and mail a copy to the local union.

Such posting shall remain on the bulletin boards for a period of fourteen (14) days or until the closing date for submission of applications, whichever is greater unless an emergency situation requires less time. Employees always have the option of contacting the County Office of Personnel for information concerning position openings.

D. All employees transferred or promoted shall be given appropriate training.

E.1. 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 outside the Department, where Freeholder and/or where full Union approval is required.

2. 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 time(s) shall be established to complete the agenda.

F. Educational reimbursement program shall be in accordance with County policy except that the following application procedure shall apply:

The employee shall receive a response to his/her request through the Department, within 30 days of submission. Failure to receive such notification shall be deemed a Departmental approval. The employee shall then submit his/her initial dated letter of request, along with a letter referencing this procedure and affirming that no response has been received within the 30 days, to the Department of Personnel for final approval.

G. The Performance Evaluation Agreement signed by the County on August 27, 1990 is hereby incorporated by reference.

ARTICLE 24

DURATION

The Agreement shall be effective as of January 1, 2005, and shall remain in full force and effect until December 31,2008.

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

In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and thereafter until such time as a new Agreement is executed. In the event either party wishes to begin negotiations earlier that 60 days before the expiration date, that party shall notify the other in writing.

ARTICLE 25

CIVIL SERVICE STATUTES

Atlantic County has historically utilized the state run and regulated Civil Service System. In order to ensure that none of the current level of employee rights, benefits and protections 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 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 workforce for any reason and the order of layoff and the use of seniority will be subject to negotiation.

ARTICLE 26

PRORATION AND RETROACTIVITY OF PAYMENTS

Notwithstanding any other Article of this agreement, all payments other than salary, including, but not limited to allowances, stipends, etc. shall be prorated by month for those employees having entitlement to same from any point subsequent to the beginning of the calendar year. Retroactive payments, of any kind, including salary increases will not be made for those employees who separate from employment prior to the date on which payment is issued.

In WITNESS WHEREOF, the parties hereto have affixed their hands and seals below and agree to abide by all terms and conditions as set forth herein.

COUNTY OF ATLANTIC

CWA LOCAL 1034

BY: _____
Carla Katz, President CWA 1034 (Date)

BY: _____
Dennis Levinson, County Executive (Date)

BY: _____
Colleen Reilly, Staff Representative (Date)

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

BY: _____
Sharon Hunter (Date)

BY: _____
Bernadette Moore (Date)

BY: _____
Charles DeCicco (Date)

APPENDIX "A" Inclusions

<u>JOB TITLE</u>	<u>GRADE</u>
Accountant	B
Accounting Assistant	A
Assistant Coordinator-Non-Emergency Transportation	C
Assistant Payroll Supervisor	B
Child Support Supervisor (Human Services Specialist IV)	D
Income Maintenance Supervisor (Human Services Specialist IV)	D
Payroll Supervisor	C
Principal Accountant	D
Senior Accountant	C
Senior Investigator - CWA	D
Senior Rental and Housing Coordinator	C
Senior Data Processing Programmer	B
Social Worker Specialist	E
Social Worker Supervisor	D
Supervisor Data Entry Machine Operator	A
Supervising Account Clerk	A
Supervising Clerk	A
Supervising Receptionist	B
Supervisor of Accounts	C
Supervisor of Records	C

Appendix A (continued)

Supervising Employment Specialist	D
Training Coordinator	D

The County recognizes the Union as the sole bargaining agent for employee classifications in the Division of Family and Community Development, which are in this unit by PERC decision in 1989. The classifications that have been agreed to for deletion will continue to be bargaining unit titles. Should any of these titles be reactivated they are automatically covered by CWA.

- Assistant Training Supervisor
- Consultant on Aging
- Homemaking Services Supervisor

APPENDIX "B"

Minimum Salary

<u>GRADE</u>	<u>Minimum Salary</u>
A	\$24,006
B	\$30,994
C	\$32,891
D	\$34,588
E	\$38,000