

LABOR AGREEMENT
BETWEEN
ATLANTIC COUNTY
AND
UNITED WORKERS UNION

July 1, 2003 - June 30, 2006

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PREAMBLE

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

ARTICLE 1

RECOGNITION AND DEFINITION OF TERMS

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

1. Site Manager Nutrition Program Elderly
2. Recreation Leader.

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 United Workers Union.

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

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

e. Authorized Representative - refers to Union and Employer employees who are officially authorized by virtue of position and/or delegated authority to insure the correct and proper implementation of the terms contained herein.

ARTICLE II

TERMS OF AGREEMENT

A. This Agreement shall be effective as of July 01, 2003 and remain in full force and effect through June 30, 2006.

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.

ARTICLE III

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 request, in writing, that such deduction be made. Members shall be eligible to withdraw such authority during January and July of each years 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, United Workers Union, P.O. Box 968, Hammonton, New Jersey, 08037.
- F. United 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 United 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.

ARTICLE IV

NO DISCRIMINATION

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

ARTICLE V

UNION RIGHTS

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

ARTICLE VI

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 VII

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.

ARTICLE VIII

HOURS OF WORK

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

ARTICLE IX

HOLIDAYS

- A. The following shall be recognized as paid Holidays:
1. New Year's Day
 2. Martin Luther King Jr.'s Birthday
 3. Lincoln's Birthday
 4. Washington's Birthday
 5. Good Friday
 6. Memorial Day
 7. Independence Day
 8. Labor Day
 9. Columbus Day
 10. Veteran's Day
 11. Election Day
 12. Thanksgiving Day
 13. Christmas Day

B. Generally Holidays falling on Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday.

C. In addition to the Holidays listed in section A above, the employer will grant a Holiday when the governor of New Jersey declares a Holiday by Proclamation.

D. Some nutrition sites will be kept open on Thanksgiving and Christmas Days, at the discretion of the employer. Site Managers will work these sites according to seniority preference. In the absence of volunteers, the employer can assign employees to work, in inverse order of seniority.

ARTICLE X
VACATION LEAVE

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.

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

ARTICLE XI

SICK LEAVE

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

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

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

C. If an employee is absent for five (5) or more consecutive working days or more than eight (8) days in a calendar year in which the employee establishes a pattern of absence which gives reason to suspect abuse of sick leave, the employer may require explanation such as a doctor's certificate. The doctor's certificate shall designate the length of absence.

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.

E. An employee who can not 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. 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.

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.

ARTICLE XII

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. Medical and Family Care Leaves:

1. Under the Federal and Family Medical Leave Act (FMLA) and/or the Family Leave Act (FLA), eligible employees are entitled to leave for 12 weeks in a 12 or 24 month period for the birth or placement of a child; to care for a child, spouse or parent with a serious health condition; or, if they have worked for the County for a total of 12 months and worked 1000 hours (1250 hours for the FMLA) in the immediately preceding 12 months. A serious

Health condition means an illness, injury, impairment or physical or mental condition which requires inpatient care in the hospital hospice or residential care facility or continuing medical treatment or continuing supervision by a health care provider involving a period of incapacity.

2. This leave is unpaid, although paid leave may be used during an FMLA/FLA designated leave. The leave can be taken in a single block of time, or under certain conditions, intermittently or on a reduced schedule. Medical benefits are maintained during a FMLA/FLA leave although an employee will have to continue to pay his/her share of premiums, where applicable. At the termination of the leave, the employee has the right to restoration to the same or an equivalent position in most instances.

3. The employee must provide advance notice of the need for an FMLA/FLA qualifying leave. If the need for leave is foreseeable, advance notice of 15 to 30 days may be required. Otherwise, notice must be given as soon as practicable. The employee has the obligation to provide sufficient information about the need for the leave to allow the employer to determine if the request qualifies as a FMLA/FLA leave. "The County can, in allowable circumstances, require: a medical certification of a serious health condition; 2nd and 3rd opinions; certification on a periodic basis; a statement of employee status and intention to return to work and a return to work certification. Failure to comply with notice or certification requirements can result in delay or denial FMLA/FLA leave or the return to work. It is incumbent on the County to designate qualifying leave as FMLA/FLA leave and notify the employee of the designation and any obligation on the part of the employee to obtain and maintain his/her rights under the FMLA or FLA. It is prohibited to take adverse action against an employee because of the exercise of FMLA/FLA rights.

4. The use of FMLA/FLA leave is governed by statute and regulations. The above is merely an overview of the various provisions of these laws. Employees who need more detailed information on their rights and obligations under these statutes should contact Human Resources.

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.

ARTICLE XIII

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.

ARTICLE XIV

TRAVEL

A. Any employee required to use their personal vehicle for travel unrelated to their normal reporting location shall be entitled to the current IRS rate per mile traveled.

B. During periods of inclement weather (snow, state of emergency, etc.), if an employee is required to travel to different job locations, the employer shall provide transportation, when available.

ARTICLE XV

CALL-IN

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

ARTICLE XVI

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.

ARTICLE XVII

DISCIPLINE

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

ARTICLE XVIII

GRIEVANCE PROCEDURE

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

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

C. Definitions:

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

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

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

D. Steps of the Grievance Procedure:

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

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

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

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

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

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

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

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

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

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

(g) The cost of the arbitrator shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the cost.

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

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

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

ARTICLE XIX

SALARY AND WAGE INCREASE

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

- | | | | |
|----|---------------|---|-------------------------|
| 1. | July 01, 2003 | - | \$.55 per hour increase |
| 2. | July 01, 2004 | - | \$.60 per hour increase |
| 3. | July 01, 2005 | - | \$.65 per hour increase |

B. A one-time signing bonus of one-hundred fifty dollars (\$150.) Shall be paid to all bargaining unit members who are employed by the County at the time this agreement is ratified. This bonus shall not be applied to base salary.

ARTICLE XX

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 XXI

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

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

4. Employee, as used herein, means a bargaining unit member who works more than 20 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. An employee who retires shall be eligible for County paid health benefits coverage for himself/herself and eligible dependents for three years after retirement, commencing with the employee's retirement date. Retirement is currently defined 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 at least 15 years of service with Atlantic County. Health benefits coverage is defined as the coverage currently in force at the time of retirement and any changes to such coverages as may occur during the three year period of employer paid coverage.

C. Leaves of Absence. When an employee is granted a leave of absence without pay, the coverage of that employee and his/her dependents will be terminated, unless the employee reimburses the County in full for the cost of coverage during the leave of absence before taking such leave. Employees can then re-enroll with the County group upon returning from their leave

of absence. The maximum period where this situation can exist is six (6) months. Any employee who goes onto an unpaid status for fifteen (15) or more calendar days is liable for payment of premium retroactively to the first day of unpaid status.

D. Disability Pool. The County is to maintain the current disability pool system. Request to use the disability pool will not be arbitrarily or unreasonably denied. The Union may appeal the Department Head's decision to the Director of Human Resources. The decision of the Director of Human Resources shall be rendered in ten (10) working days and such decision may be challenged through the grievance process of this Agreement. Employees may reapply for pool benefits after full repayment of any used benefits.

ARTICLE XXII

LONGEVITY

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

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

ARTICLE XXIII

LAYOFF PROCEDURE

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

ARTICLE XXIV

POSITION CLASSIFICATION

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

ARTICLE XXV

HEALTH AND SAFETY

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

ARTICLE XXVI

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.
- B. The parties agree that cost of printing this Agreement for distribution shall be divided evenly (50% each).
- C. The employer shall provide reasonable parking facilities at no cost to the employee.
- D. Effective January 01, 2003 employees shall receive three (3) annual Administrative Leave days.

ENDORSEMENTS

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

COUNTY OF ATLANTIC

UNITED WORKERS UNION

Dennis Levinson, County Executive

David L. Tucker, National President

Date _____

Date _____

James F. Ferguson, County Counsel

June Martinez, United Workers Union,
Local 200, President

Date _____

Date _____