

LABOR AGREEMENT

JANUARY 1, 2008 - DECEMBER 31, 2011

COUNTY OF ATLANTIC
FACILITIES MANAGEMENT AND SUPPORTED EMPLOYMENT

and the

COMMUNICATIONS WORKERS OF AMERICA , AFL-CIO
(CWA LOCAL 1040)

TABLE OF CONTENTS

I. PREAMBLE.....1

II. RECOGNITION AND SCOPE2

III. DUES AND REPRESENTATION FEES4

IV. NON-DISCRIMINATION5

V. ADDITIONAL DEFINITIONS.....6

VI. MANAGEMENT RIGHTS7

VII. UNION RIGHTS.....8

VIII. NO STRIKE/NO LOCKOUT11

IX. DISCIPLINE.....12

X. GRIEVANCE PROCEDURE.....16

XI. LABOR-MANAGEMENT MEETINGS20

XII. SUBCONTRACTING OF WORK21

XIII. JOB POSTING.....22

XIV. SAFETY AND HEALTH.....23

XV. PERSONNEL PRACTICES 24

XVI. ACCESS TO PERSONNEL FILE26

XVII. LAYOFF AND RECALL27

XVIII. COMPENSATION28

XVII. HOURS OF WORK31

XX. HOLIDAYS32

XXI. VACATION.....34

XXII.	SICK LEAVE.....	36
XXIII.	LEAVES OF ABSENCE.....	39
XXIV.	EMERGENCY PAY.....	42
XXV.	BEEPER/ON-CALL PAY.....	43
XXVI.	TRAVEL ALLOWANCE.....	44
XXVII.	HEALTH BENEFITS.....	45
XXVIII.	CIVIL SERVICE RULES.....	49
XXIX.	EFFECT OF LAW.....	50
XXX.	DURATION OF AGREEMENT.....	51
XXXI.	PRORATION AND RETROACTIVITY OF PAYMENTS.....	52

I. PREAMBLE

This Agreement between the County of Atlantic, (hereinafter referred to as the Employer) and Local 1040 of the Communications Workers of America AFL/CIO (hereinafter referred to as the Union), is the final and complete understanding between the Employer and the Union on all bargainable issues and as such, will serve to promote and maintain a harmonious relationship between the Employer and those of its employees who are subject to this Agreement in order that more efficient and progressive public service is rendered.

The Employer and the Union recognize their respective responsibilities under Federal and State laws relating to fair employment practices. The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is also agreed that verbal/physical harassment of an employee is inappropriate.

II. RECOGNITION AND SCOPE

SECTION 1: The Employer hereby recognizes the Union as the sole and exclusive representative for all full time and regular part time employees under this agreement for the purpose of collective negotiations pursuant to the New Jersey Employer - Employer Relations Act (N.J.S.A. 34:13A-1 at. Seq.) concerning wages, hours and other terms and conditions of employment in the negotiating unit described below:

A. Included: All full time and regular part time administrative supervisors employed by Atlantic County in the Facilities Management and Supported Employment Division including but not limited to the following titles:

TITLE	GRADE	BASE SALARY
Employment Specialist	C	\$29,500
Office Services Manager	B	\$27,000
Training Aide	A	\$25,000
Maintenance Superintendent	F	\$38,000
Maintenance Supervisor	E	\$36,000
Assistant Program Analyst	C	\$29,500
Supervisor, HVAC	E	\$36,000
Senior Accountant	D	\$32,500
Building Supervisor	E	\$36,000
Assistant Supervisor, HVAC	D	\$32,500

Effective January 1, 2006 the start salaries for the following positions shall be increased as follows:

Supervisor, HVAC	\$38,500
Maintenance Supervisor	\$38,500
Building Supervisor	\$38,500
Maintenance Superintendent	\$40,500

B. Excluded:

Managerial Executives, confidential employees, non-supervisors within the meaning of the Act; non professional employees, police, craft employees, casual employees, chief of administrative

services, confidential aide/capital planning manager and all other employees employed by the County of Atlantic.

SECTION 2: Unless otherwise indicated, the terms “employee” and “employees” when used in this agreement refer to all persons represented by the Union in the above-defined negotiating unit.

SECTION 3: The content of job descriptions shall not be negotiated and shall be the Employer’s prerogative in accordance with the rules promulgated by the New Jersey Department of Personnel. Failure of the Employer and the Union to agree on the placement of any additional titles within the bargaining unit shall be resolved by the Public Employees Relations Commission (PERC); however, any such procedure shall not delay the filing of the petition and the payment of the employee(s) serving therein by the Employer.

III. DUES AND REPRESENTATION FEES

A. The Employer 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 deductions of full dues shall be made only for each employee who individually requests, in writing, that such deductions be made.

C. The Employer 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 the 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 Employer 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 rehire.

D. The amounts to be deducted shall be certified to the Employer 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 20001-2797 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 hold the Employer harmless against any and all claims, demand, suits or other forms of liability that may arise out of or by reason of action taken by the Employer in reliance upon official notification on the letterhead of the Union of such deductions.

IV. NON-DISCRIMINATION

The Employer and the Union duly understand and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, sexual preference, statutorily protected handicap/disability, national origin, political affiliation, union membership, or protected legal union activity.

V. ADDITIONAL DEFINITIONS

A. All references to employees in the Agreement designate both sexes, and whenever either gender is used, it shall be construed to include male and female employees.

B. The term “holiday” means any day so designated under the Article concerning holidays herein or a day especially designated by the Employer herein. An unfair practice is any action of either party as defined in the Amendments of Chapter 303, Public Laws of New Jersey or the Laws of 1968.

VI. MANAGEMENT RIGHTS

SECTION 1: It is mutually understood and agreed that the Employer retains all traditional management prerogatives, including but not limited to hiring, suspending, disciplining, discharging for just cause, promoting, transferring and scheduling; determining the standards of service; taking necessary actions in emergencies; determining the standards of selection for employment; maintaining the efficiency of its operations determining the methods, means and personnel by which its operations are to be conducted; and to contract or subcontract.

SECTION 2: The prerogative of management concerning hiring, mentioned in Section 1 set forth above, includes the right to recognize prior experience for similar employment in a similar position before employment by the Employer.

VII. 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 advance notice to the Employer. Subject to availability, and provided that requests have been made pursuant to this paragraph, such Union official shall have the opportunity to consult with employees in the unit, in a room provided by the County.

The County shall provide at its sole cost and expense a bulletin board in the main work location. Bulletin boards shall be a standard 20 by 30. Access shall be limited to the union's designated shop stewards who shall be responsible for the posting and removal of materials relating to union business and events such as the following:

- a. Union elections and the results thereof;
- b. Union appointments;
- c. Union meetings;
- d. Social and recreational events of the Union;
- e. Reports of official Union business and achievements.

No profane, obscene or defamatory materials nor election campaign materials shall be posted.

The County shall have the right to remove inappropriate materials but shall notify Union shop stewards as soon as practical following the removal.

B. The County will give release time with pay for a total of eight (8) 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.

C. 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.

D. 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.

E. 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.

VIII. NO STRIKE/NO LOCKOUT

SECTION 1: During the term of this Agreement, the Union agrees that its goals and purposes are such that it does not condone strikes or threats thereof by bargaining unit employees or work stoppages, slowdowns, or any such action which would interfere with service to the public or violate the constitution or laws of the State of New Jersey; and the Union and the employees agree that they will not initiate or participate in such activities, nor encourage members of the unit to initiate or participate in the same.

SECTION 2: The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

IX. DISCIPLINE

A. General Concepts.

1. Discipline, whether major or minor, shall only be imposed for “just cause” and shall be progressive in nature. It is understood that more serious offenses may result in more severe penalties.

2. The employer will take steps to the extent possible to impose discipline in such a way to avoid undue embarrassment to the employee and to avoid disciplining in front of the public or other employees.

3. The employer shall provide a copy of any disciplinary notice/disciplinary action, including all necessary paperwork to the employee, the local union representative and to the local union office located at 230 Parkway Avenue, Trenton, NJ 08618.

B. Major Discipline.

1. Major discipline includes the following:

- (a) Suspension of more than five (5) days on any one occasion;
- (b) Suspensions which total more than fifteen (15) days in the aggregate in any one calendar year;
- (c) Demotions;
- (d) Removal.

2. Major Disciplinary Process.

- (a) Major disciplinary action shall be commenced by the employer serving the employee with a Preliminary Notice of Disciplinary Action which shall set forth the charges and the Statement of Facts supporting the charges (specifications).

(b) The employee shall have a right to a departmental hearing in accordance with N.J.A.C. 4A:2-2.5. Such a hearing shall be requested in writing by the affected employee or by the local union representatives on the employee's behalf within 5 calendar days of the employee's receipt of the Preliminary Notice of Disciplinary Action, otherwise the departmental hearing will be deemed to have been waived and the appointing authority may then issue a Final Notice of Disciplinary Action.

(c) A departmental hearing, if requested, shall be held within thirty (30) days of the Preliminary Notice of Disciplinary Action or at such later date as may be agreed to in writing by the parties. Hearings shall be held before the Human Resources Director or such other employer designated representative and shall be held in accordance with the requirements of N.J.A.C. 4A:2-2.6.

The hearing officer's decision along with a Final Notice of Disciplinary Action shall be served by the Department Head upon the employee by either personal service or by certified mail, return receipt requested, within twenty (20) days of the conclusion of the departmental hearing. A copy of the hearing officer's decision and the Final Notice of Disciplinary Action shall also be sent by the Department Head to the employee's union representative, or attorney, by regular mail.

(d) Discovery. The employee shall be entitled to discovery which shall consist of the following:

(i) A copy of the charges and specifications;

- (ii) A copy of all statements or other evidence which the employer intends to rely upon at the hearing;
- (iii) The name of all witnesses who will testify for the employer at the hearing. The employee or the employee's attorney or union representative shall submit all discovery requests in writing to the requisite Department Head with a copy to County Counsel not less than ten (10) days prior to the scheduled hearing date. If such a request is not made within that time frame, the union shall waive its right to object to the introduction of the evidence other than on relevancy grounds.

The County shall be entitled to reciprocal discovery by forwarding a written request to the employee or the employee's attorney or union representative at least ten (10) days prior to the scheduled hearing date. The County, upon forwarding such a request, shall be entitled to know the names of any witnesses the employee intends to produce at the hearing, including any statements that have been secured as well as any documentary evidence the employee intends to rely upon at the hearing. In the event the County fails to exercise its request for discovery in timely fashion, then the County shall waive its rights to object to the introduction of the evidence at the hearing other than on relevancy grounds. In the event that either the employee or the County fails to fully respond to a timely discovery request, then the hearing officer may

preclude the non-responsive party from introducing the evidence at the hearing.

(e) Appeals. An employee may appeal from a Final Notice of Disciplinary Action by filing a Notice with the Merit System Board of the New Jersey Department of Personnel.

Pursuant to N.J.A.C. 4A:2-2.8, such an appeal must be filed within twenty (20) days of receipt of the Final Notice of Disciplinary Action. The appeal process shall be governed by the Merit System Board Rules and Regulations currently found in N.J.A.C. 4A:2-2.8 through 4A:2-2.9.

C. Minor Discipline.

1. Minor discipline shall consist of the following:

- (a) All suspensions of five (5) days or less;
- (b) Official written reprimands.

2. Appeals of Minor Discipline.

(a) Appeals of minor discipline shall be handled exclusively through the grievance process as set forth in Article X entitled "Grievance Procedure."

(b) Non-permanent employees shall be limited in appealing disciplinary actions to the third step of the grievance process but shall be precluded from arbitration.

(c) Appeals of minor discipline shall be subject to the same discovery procedures as set forth in Section B(2)(d) of this Article.

X. 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 Administration. Any adjustments made as result of such 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 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 practice and/or adopted by the County during the life of this Agreement.

C. PRESENTATION OF A GRIEVANCE

The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant and Union Shop Steward who is an

employee of the County throughout the grievance procedure. It is understood and agreed that if available, private space shall be provided by the Employer for the prior discussion of a grievance.

D. STEPS OF THE GRIEVANCE PROCEDURE

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

STEP ONE

3. The grievant through the shop steward and/or Local Union Representative must file the grievance on the approved grievance form with the employee's Division Director or 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 then have ten (10) working days to respond in writing to the Shop Steward and/or Local Union Representative. Failure to respond shall constitute a denial of the grievance and the grievant may proceed to Step 2.

4. STEP TWO. If the grievance has not been resolved in Step One, the grievant, through the Shop Steward and/or Local Union Representative shall, in writing, present the grievance to the Department Head or designee within 10 working days of the receipt by the Shop Steward and/or Local Union Representative of the written response in Step One, or within 10 working days of the time allotted for the written response if none is issued. Failure of the Shop Steward and/or Local Union Representative to act within this time shall constitute an abandonment of the grievance. The Department Head shall have 10 working days to respond in writing to the Shop Steward and/or Local Union Representative about the grievance. Failure to respond shall constitute a denial of the grievance and the grievant may proceed to Step 3.

5. STEP THREE. If the grievance has not been resolved in Step Two, the grievant, through the Shop Steward and/or Local Union Representative shall, in writing, present the grievance to the Third Step Hearing Officer within 10 working days of the receipt by the Shop Steward and/or Local Union Representative of the written response in Step Two, or within 10 working days of the time allotted for the written response if none is issued. Failure of the Shop Steward and/or Local Union Representative to act within this time shall constitute an abandonment of the grievance. The Third Step Hearing Officer shall have 10 working days to respond in writing to the Shop Steward and/or Local Union Representative or schedule a hearing. The hearing may be waived, or rescheduled, if mutually agreed in writing. The Third Step Hearing Officer shall issue a written decision within 10 working days of the receipt of the grievance or 20 working days after the hearing if there is one. Failure to so respond shall constitute a denial of the grievance.

6. Only B-1 grievances may be appealed to arbitration. The union must file the request for arbitration within 30 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 arbitrator shall be selected from a panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the Commission's selection procedures.

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

The cost 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 the time and place convenient to the parties as expeditiously as possible.

The parties may mutually agree in writing to waive one or more of the initial two steps in the grievance process and proceed to the next step. No waiver is permitted beyond the second step. Although mutual waivers at the first two steps may take place in appropriate circumstances, the Union and the County recognize that the ultimate goal of the grievance process is to resolve grievable issues at the lowest possible level and thus it is anticipated that mutual waivers of the initial steps will be utilized sparingly.

XI. LABOR-MANAGEMENT MEETINGS

SECTION 1: A committee consisting of the Employer and Union Representatives may meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise therefrom. For the purpose of this Agreement, these meetings, which shall not exceed four (4) per year except upon mutual consent, are intended as a means of fostering good and sound employment relations through communications between the parties.

SECTION 2: Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting.

SECTION 3: A maximum of four (4) representatives of the Union may attend such meeting and if held during regular work hours, they shall be granted time to attend without loss of pay.

XII. SUBCONTRACTING OF WORK

If during the term of this Agreement, the Employer contracts out or subcontracts work normally performed by employees covered by this Agreement, and such action results in lay off or job displacement, employees affected will be given every opportunity available to continue employment in their job classification or in any other position available for which they are qualified prior to lay off or similar action. An employee thus affected will be protected by all applicable laws and regulations.

The Employer shall notify the Union of impending incidents of contracting or subcontracting whenever it becomes apparent that a lay off or job displacement may result.

XIII. JOB POSTING

SECTION 1: The Employer agrees to post notices of vacancies, newly created job titles, and official New Jersey Civil Service Departmental notices of promotional examinations to notify all employees of a newly created job title or a promotional opportunity.

SECTION 2: Upon receipt of notice from the Personnel Department describing the establishment of a new job title or official notice of promotional examination from the Department of Personnel, the Employer shall post said notices for a period of seven (7) working days from the date of their receipt on designated bulletin boards within the various work sites of the Employer.

XIV. SAFETY AND HEALTH

The Employer shall, at all times, maintain safe and healthful working conditions for its employees and will provide employees with appropriate safety devices, which may be available upon request to the Employer. When such materials are issued, it is the employee's obligation to use them.

MAINTENANCE:

The Employer shall provide employees with necessary supplies and equipment which may be available upon request. When such materials are issued, it is the employee's obligation to use them.

No employee shall be required to work in an area or in a dwelling when considered by the supervisor to be hazardous, unsafe or unhealthy. No employee shall be required to enter a dwelling when confronted by a ferocious animal. All such conditions shall be reported to the Employer for immediate, corrective action.

The Employer and the Union agree to designate a member each to meet periodically to review unsafe and unhealthful conditions, the availability of appropriate safety devices and to make recommendations to either or both parties as a Safety Committee. It shall be the joint responsibility of the Committee to investigate and correct unsafe and unhealthful conditions. Upon receipt of a complaint, the Employer Union Committee member shall be permitted reasonable opportunity to visit the work area of the Employer's facilities for the purpose of investigating safety and health conditions during work hours with no loss of pay, having cleared his/her absence with the supervisor.

XV. PERSONNEL PRACTICES

Promotion qualifications and procedures for permanent career service employees are governed by the Department of Personnel pursuant to Statute, and Rules and Regulations promulgated thereunder.

A. Promotion means the advancement of an employee to a job classification within the unit at a higher salary range.

B. Upon promotion of a permanent employee, all sick leave, vacation and administrative leave balances shall be retained by the employees.

C. Upon promotion, an employee shall be informed of his/her new rate of compensation at least one (1) week in advance of the effective date. New salary ranges shall be added to all promotional announcements.

D. Where provisional appointments are made, the Department of Personnel will take the necessary steps to promulgate a list appropriate to the position in keeping with its rules and regulations as soon as possible. If requested by the Union, but not more frequently than quarterly, the Employer agrees to provide a list of then current provisional appointments.

E. When an employee is given an opportunity on a trial or provisional basis to qualify for promotion by serving in a new classification, his/her permanency in his/her regular permanent job classification shall be continued during such trial or provisional period and he/she shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent provided there is no discharge action for cause.

F. Promotional Increases.

1. An employee receiving a promotion of one grade shall receive a salary increase of six percent or the minimum salary of the new grade, whichever is greater.

2. An employee receiving a promotion of two grades shall receive a salary increase of seven percent or the minimum salary of the new grade, whichever is greater.

3. An employee receiving a promotion of three or more grades shall receive a salary increase of eight percent or the minimum salary of the new grade, whichever is greater.

G. The employer shall conduct annual employee evaluations. These evaluations will be used to monitor employee progress. At the time of the evaluation, the supervisor shall meet with the employee and will note for the employee any areas that are not satisfactory and will provide a corrective action plan to allow the employee to correct any deficient areas. At the end of a six month period, the supervisor shall meet with the employee to assess the employee's progress under the corrective action plan.

The employer may consider an employee's evaluations along with other factors for purposes of promotion.

XVI. ACCESS TO PERSONNEL FILE

A. Upon request and with reasonable notice, an employee shall have the opportunity to review and examine pertinent documents including those related to performance evaluation and conduct in his/her personnel file. The Employer shall honor the request of such employee for copies of documents in the file. The Employer shall have the right to have such review and examination take place in the presence of an appropriate official of the agency or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in the relevant permanent personnel history file or permanent supplementary personnel file and will be attached to and retained with the document in question.

B. No document of anonymous origin shall be used against any employee.

C. Copies of any written documents specifically related to discipline or the work performance of any employee which are relied upon by the Employer during any disciplinary proceedings, grievance hearing, or in any final evaluation report, will be given to the employee upon his/her request.

D. A copy of specific written material which is derogatory or adverse to an employee and is in the possession of the Employer or its representatives, and which, has not been previously transmitted to the employee, shall be provided to the employee when such written material is to be relied upon in any adverse personnel action resulting in disciplinary proceedings, or in any performance evaluation and reasonable time provided for response.

XVII. LAYOFF AND RECALL

Layoffs and recalls shall be conducted in accordance with the regulations of the New Jersey State Department of Personnel (N.J.A.C. 4A-8).

XVIII. COMPENSATION

SECTION 1. STARTING AND MINIMUM SALARIES

Starting and minimum salaries are as set forth in Article II, Section 1(a).

SECTION 2. ANNUAL INCREASES:

- January 1, 2008 - \$1,875.00 added to base (retroactive to 1/1/08)
- January 1, 2009 - \$2,000.00 added to base
- January 1, 2010 - \$2,075.00 added to base
- January 1, 2011 - \$2,200.00 added to base

An employee must be a member of the bargaining unit as of January 1, in the year of the increase in order to be eligible for the increase. For example, if an employee becomes a member of the bargaining unit on January 2, 2008 he or she is not eligible for the salary increase in the year 2008.

In the event any employee remains below the minimum salary of a particular title/grade following receipt of the yearly salary increase, then that employee shall be raised to the minimum salary for that particular title/grade.

SECTION 3. LONGEVITY

Longevity payments are based upon years of service with the County and are paid yearly following the employee's longevity date.

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

SECTION 4. OVERTIME.

Except for employees exempt from overtime under the Fair Labor Standards Act, overtime shall be paid as follows:

A. Overtime shall be offered by rotation in order of seniority to employees within the appropriate job classification (whose duties include the work which requires the need for the overtime). The employer shall maintain a list reflecting accurately all overtime offered and whether it was worked or refused. Such list shall be made available to the Union upon request of the Union. In the event the required manpower is not produced by this system, the Employer shall have the right to designate employees from the appropriate job classification to do the work. Such designated overtime shall be assigned on the basis of inverse order of seniority.

B. One and one-half (1-1/2) the employee's hourly rate of pay shall be paid for work under the following conditions:

1. All hours worked in excess of forty (40) hours per week;
2. All hours on the sixth (6th) day worked within an individual work week (Sunday through Saturday);

C. Two (2) times the employee's hourly rate of pay shall be paid for all work performed on the seventh (7th) day worked within an individual work week (Sunday through Saturday);

D. Notwithstanding paragraphs A, B and C above, whenever an employee works seven (7) consecutive days regardless of when the first day started, they will be compensated at the time and one-half (1-1/2) rate for the sixth (6th) day and the double time rate for the seventh (7th) day.

E. Notwithstanding the use of language in this Article referencing “paid” overtime, employees may, at their option, receive cash compensation, or be credited with compensatory time for all overtime worked subject to any limitations imposed under FLSA or its state counterpart.

F. The following shall be regarded as “hours worked” for the purposes of computing overtime:

1. All hours actually worked;
2. Vacation;
3. Compensatory time.
4. Holidays.

Sick time and administrative time shall not be included for the purpose of computing the overtime base. This change to add holidays as counting as hours worked for overtime computation shall be prospective from the date of the ratification of this agreement which is deemed to have occurred on July 15, 2008, the date the agreement was ratified by the Atlantic County Board of Chosen Freeholders.

XIX. HOURS OF WORK

With the exception of Victoria Camp, all employees shall work a normal work week of 40 hours, eight (8) per day. Gene Solomon, who previously has worked a 35 hour work week will move to forty (40) hours effective January 1, 2005 and shall receive an hour for hour adjustment increasing his base salary to the level as contained in the Memorandum of Agreement between the Union and the County dated December 21, 2004. Victoria Camp will commence a forty (40) hour work week effective January 1, 2006 and will receive the requisite hour for hour adjustment. Scheduling of work is within the sole discretion and prerogative of the department head.

XX. 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. Those employees who are required to work on the following enumerated holidays, in addition to being paid for the holiday at their regular rate of pay, shall receive time and a half for all ours worked on that day. The holidays covered by this subsection shall be: New Years Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25). When New Year's Day (January 1), Independence Day (July 4) and Christmas day (December 25) fall on a Saturday or Sunday, the provisions of this section shall apply to the actual day of the celebration. i.e., January 1, July 4, or December 25 and shall not apply to the day given off by the County in recognition of the holiday. Employees working on the day declared by the County shall be compensated as hereinafter provided in Section D.

D. Those employees who work on the following recognized holidays (Martin Luther King's birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, General Election Day and Veteran's Day) in addition to being paid for the holiday, shall receive straight time for all hours worked on that day.

E. Announced Days Off. In circumstances where the County announces a day off for nonessential employees, such as the Friday after Thanksgiving Day, then those employees who are required to work shall be compensated as provided in Section C of this Article. These provisions shall not apply to weather related days off or similar type closures.

XXI. VACATION

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

One (1) working day for each month of service or major fraction thereof during the remainder of the calendar year following date of appointment; during this time vacation days can only be utilized as earned. Thereafter, 100% of vacation days are allocated on January 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 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. Part time employees will be given a quarterly update of vacation time earned and those employees shall have until April 1st of the following year to use any excess carry over vacation days.

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.

H. Three administrative days are available for personal use in increments of one (1) hour. Under normal circumstances, requests must be submitted twenty-four (24) hours in advance. An employee can not call in for use of this time at the beginning of his/her scheduled shift. Use of this time at the beginning of a work shift must be approved in advance. Administrative time must be taken within the year accrued or forfeited.

Notwithstanding the foregoing provisions, an employee shall have the option of using up to eight (8) hours of the allotted administrative time without prior approval for bona fide emergencies. This administrative time can be used in hourly increments of not less than two (2) hours and no more than eight (8) hours. (By way of example, an employee could use all eight hours for a single emergency or could use four hours on two occasions or two hours on four occasions.) Once the eight hour allotment has been used, the employee shall have no further recourse under this provision. To the extent feasible, the employee shall provide documentation of the emergency to the designated supervisor, Division Director or Department Head.

XXII. 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 as far in advance as possible, but not later than one hour before the shift begins, with the exception of unit members employed at Shoreview, who shall phone their supervisor no later than 9 a.m.

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 **8** 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 who is hired prior to April 1, 2008 who is covered under the terms of this Agreement who “retires” from County service under the Public Employees Retirement System (PERS) shall be paid fifty (50%) percent of accrued sick leave up to a maximum of \$20,000. Any employee hired on or after April 1, 2008 shall be paid fifty (50%) of accrued sick leave up to a maximum of \$15,000. The definition of retiree is found in Article XXVII, Section B.

I. Any employee utilizing less than forty-one (41) hours (for eight hour employees) of sick time to include all uses of sick time in a calendar year, will receive an annual bonus in the amount of \$500. This annual bonus shall be applicable to full time employees only, and part-time, temporary or seasonal employees shall not be entitled to this annual bonus. Employees must be on board for the entire calendar year and have no “W” time or suspensions or LAW(s) during the calendar year except that no employee will be excluded from eligibility for having accumulated one hour or less per year of “W” time due to tardiness.

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 Worker's Compensation shall not be charged to sick leave.

XXIII. LEAVES OF ABSENCE

A. Service Credit

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 desired to engage in a course of study such as will increase his/her usefulness 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 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.

C. Military Leave.

Military leave shall be in accordance with N.J.S.A. 38A:4-4.

D. FAMILY MEDICAL LEAVE ACT/FAMILY LEAVE ACT (FMLA/FLA Leave.)

The union and the County agree to abide by the County's comprehensive written Family Medical Leave Act/Family Leave Act (FMLA/FLA) policy.

F. 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/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.
6. Employees are required to remit to the County any money they have received for jury service from any other source.

7. Employees who serve on jury duty shall not be subjected to mandatory overtime.

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, stepchild, legal ward, grandchild, foster child, parent and stepparent, 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.

XXIV EMERGENCY PAY

Whenever the Governor of the State of New Jersey or the County Executive (or the Executive's designee) declares an emergency in one of the following categories:

1. Weather related - where the County is closed the entire day;
2. Security Threat;
3. Observance of a national day of mourning.

Where County offices are closed for the day for all nonessential employees, then all employees shall be given the day off without loss of pay. Those employees who are required to work during such periods shall be paid at the rate of time and a half their regular rate for all hours worked with a guaranteed minimum of four hours. These provisions, however, shall not apply to circumstances of delayed openings (i.e., weather related) or early dismissals (weather related or early closings on Christmas Eve or New Years Eve).

In cases of delayed openings or early dismissals those employees who are required to and in fact report at their regularly scheduled time, and depart at their regularly scheduled time, in addition to their regular pay, shall receive an hour for hour credit calculated at straight time which may be taken in the form of additional pay or compensatory time at the option of the employee. These provisions shall apply notwithstanding FLSA.

XXV. BEEPER/CELL PHONE/ON-CALL PAY

The Union and the County agree as follows:

A. Whenever employees are required to carry and to respond as first responders to a beeper/cell phone during off duty hours, the employee shall receive the sum of fifty (\$50) per week or \$200 per month. The Division Director shall formulate a monthly duty roster specifying the employee or employees who are designated as first responders. The formulation of the duty roster shall remain a managerial prerogative.

B. In all cases where an employee is called into work in response to a beeper page or cell phone call, the employee shall be compensated at their overtime rate of pay (time and one-half their regular hourly rate) for all hours worked. Call in time shall commence when the employee is called and reports to the work site within one (1) hour of being called and the period shall end when the employee returns home, provided that the employee returns home within a reasonable period of time following conclusion of the assignment. There shall be no guaranteed minimum.

XXVI. TRAVEL ALLOWANCE

A. Whenever an employee is required to use his/her privately owned vehicle, or as a condition of employment uses such vehicle, the County shall be responsible for indemnification for such sanctioned use and shall reimburse the employee at the IRS rate **then in effect**.

B. The care, custody, scheduling and assigning of County owned vehicles remains the sole responsibility of the employer and/or the employer's manager designee.

XXVII. HEALTH BENEFITS

A. Medical Insurance.

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

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

- a. Up to \$79,999 1.5% of salary
- b. \$80,000 - \$100,000 2.0% of salary
- c. \$100,001-\$140,000 2.5% of salary

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

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

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

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

(5) Employee as used herein means a bargaining unit member who works 20 or more hours per week. Your eligible dependents, for comprehensive medical, hospital and prescription drug coverage under the NJSHBP are currently defined as your spouse/civil union partner and/or your unmarried children under age 23 who live with you in a regular parent-child relationship. This includes children who are away at school as well as divorced children living at home and dependent upon you for support. Eligible dependents for optical and dental coverage are defined by the County's provider contracts.

(6) Health Benefits at Retirement: 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. Any employee with ten (10) or more years of employee service with the County as of the date of the Union's Certification (4/13/04) shall be entitled to five years of health benefits for himself/herself and eligible dependents, after retirement, commencing with the employee's retirement date.

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

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

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

(10) Opt-Out: The County hereby offers an insurance health benefits opt-out which will be in accordance with the provisions set forth in a document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement. An employee who opts out or waives medical coverage is not responsible for the payment of premium co-pays during the opt-out period. Those employees hired April 1, 2008 or thereafter would

be responsible for the payment of the premium co-pay if they join or rejoin the County's health insurance plan.

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

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

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

(3) Employees are eligible to use the program while maintaining up to one year's worth of sick and vacation time.

(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 ten (10) calendar days following receipt of the appeal. The decision of the Director of Human Resources may be challenged through the grievance process of this agreement.

C. Workers' Compensation - If an employee of this unit is injured on duty during working hours, he/she will be entitled to Worker's Compensation benefits as set forth in NJSA 34:15.

XXVIII. CIVIL SERVICE RULES

The Administrative and Procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained.

XXIX. EFFECT OF LAW

A. LEGISLATIVE ACTION. If any provisions of this Agreement require adoption or modification or require the appropriation of funds for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary action or the rule modification is enacted, and that the parties may jointly seek, if feasible, the enactment of such action or rule modification.

B. SAVING CLAUSE. If any provision of this Agreement shall conflict with any Federal or State Law or regulation, that specific provision of the Agreement shall be deemed amended or nullified to conform to such. The other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. Upon request of either party, the Employer and the Union agree to meet and renegotiate any provision so affected.

XXX. DURATION OF AGREEMENT

The Agreement shall be effective as of January 1, 2008, and shall remain in full force and effect until December 31, 2011.

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 than 60 days before the expiration date, that party shall notify the other in writing.

XXXI. PRORATION AND RETROACTIVITY OF PAYMENTS

No provision of this Agreement except salary, perfect attendance bonus and holiday pay, including without limitation, allowances, stipends and travel expenses, shall be retroactive. In those limited instances where payments are retroactive, retroactive payments of any kind, including salary increases, shall not be made or required for those employees who separate from employment prior to the date on which payment is issued.

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

CWA Local 1040 Signatures

Dennis Levinson, County Executive Date

Carolyn Wade, President Date

James F. Ferguson, County Counsel Date

Victor Waller Date

Jessica Shaw Date

Sue Judy Date

Harry Bowers Date

Gene Solomon Date