

**AGREEMENT**

**between**

**COUNTY OF ATLANTIC**

**and**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES**

**DISTRICT COUNCIL 71**

**LOCAL 3408**

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

**COUNTY AFFILIATION NUMBER 9**

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## ARTICLE 1 – GENERAL PROVISIONS

### 1.01 PURPOSE OF AGREEMENT

A. This Agreement, made between the COUNTY OF ATLANTIC (herein called the "County" or the "Employer") and AFSCME District Council 71, AFL-CIO and its affiliate Local #3408 (herein called the "Union"), has as its purpose:

1. The promotion of harmonious relations between the County and the Union;
2. The establishment of an equitable and peaceful procedure for the resolution of differences;
3. The establishment of rates of pay, hours of work, and other negotiable conditions of employment.

B. This Agreement represents the complete and final understanding on all bargainable issues between the County and the Union.

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

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

WHEREAS, the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing;

NOW THEREFORE, it is mutually agreed as follows:

## 1.02 RECOGNITION AND DEFINITION OF TERMS

A. The County hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for those employees covered by this Agreement as defined and identified in Appendix A. The County and the Union recognize the rights and obligations of the parties to negotiate wages, hours, and other terms and conditions of employment and to administer this Agreement on behalf of covered employees, and that such administration shall apply equally to all employees in the bargaining unit without regard to membership or non-membership in the Union. The Union and the County agree that the terms and provisions hereof shall apply to all full and part time employees.

1. Included: As defined and identified in Appendix A.
2. Excluded: As defined and identified in Appendix B.
3. Definition of Terms. Unless otherwise indicated, the following when used herein, shall mean:
  - a. "Employees" refers to employees in the certified bargaining unit set forth in the PERC certification dated February 18, 1987.
  - b. "Employer" refers to the County of Atlantic.
  - c. "Local Union" refers to the constituent Local of the Union at the Department of Human Services.
  - d. "Management" refers to employees with supervisory responsibility, inclusive of but not limited to Divisional and Department Heads, not covered by the terms of the Agreement as described in Appendix B.

- e. "Authorized representative" refers to Union and Management employees who are authorized by way of position and/or delegation, to ensure correct and proper implementation of terms agreed to herein.
- f. "Shift" shall mean any normal, standard tour of duty as described herein.
- g. "Unit Head" for the purposes of Article VII, is defined as follows:
  - i. Nursing Home - Director of Nursing for Licensed Practical Nurses and Institutional Attendants or Nursing Home Administrator for the nursing home employees.
  - ii. Kitchen - Food Service Manager for all Senior Cooks, Head Cooks, Cooks, Food Service Workers, and Dietitian helpers.
  - iii. Security and Stock handlers - Director of Support Services for Stockhandler/Clerk Driver and Security Guards.

B. In the event that a new position is created in the County Department of Human Services, the County and the Union agree to meet to discuss whether the position will become part of the bargaining unit and, if so, what will be the terms and conditions of employment for the position. If agreement cannot be reached between the County and the Union, a unit clarification petition shall be mutually filed by the County and the Union with the Public Employment Relations Commission. In the event that a unit position's Civil Service title is changed by Civil Service, the Labor Agreement will be presumed to include the new title and exclude the former title.

### 1.03 DUES AND REPRESENTATION FEES

- A. The County agrees to deduct from the salaries of its employees subject to this Agreement dues for AFSCME, District Council #71 and its affiliate Local 3408. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974, N.J.S.A. (R.S.S., 214-15, 9E) as amended, and members shall be eligible to withdraw such authority during January and July of each year.
- B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the County. This right of dues check-off shall be exclusive to AFSCME District Council 71.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions were made.
- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish to the County an official notification on the letterhead of the Union and signed by the President of the Council advising of such changed deduction.
- E. The Union will provide the necessary check-off authorization forms, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Treasurer.
- F. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of

action taken by the Union or the County in reliance upon official notification on the letterhead of the Union and signed by the President of the Council advising of such changed deduction.

- G. The County agrees to deduct monthly PEOPLE's dues from the pay of those employees who individually request by official Union authorization form and present same to the County Treasurer.
- H. The County agrees to deduct the Agency Shop fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- I. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the Agency Shop assessment. A copy of the written notice of the amount of the Agency Shop assessment must also be furnished to the New Jersey Public Employment Relations Commission Appeal Board.
- J. The Agency Shop fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessment of the Union, less the cost of benefits financed through the dues available only to members of the Union, but in no event shall the amount exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- K. The sum representing the Agency Shop fee shall not reflect the cost of financial support of political causes of candidates, except to the extent it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents



advances in wages, hours of work and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.

- L. The Union shall establish and maintain a procedure whereby any individual paying Agency Shop fees can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.
- M. The County agrees to deduct the monthly credit union deduction from the pay of those employees who request in writing that such deduction be made. This provision is made subject to the legality of the deductions, and if subsequently determined that said deductions cannot be made, the County shall not make said deductions.
- N. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by action taken by the County in reliance upon salary deduction authorization cards or the Agency Shop assessment information as furnished by the Union to the County, or in reliance upon the official notification on the letterhead of the Union and signed by the Council President advising of any changed deduction.

#### 1.04 NON-DISCRIMINATION

A. The County and the Union agree that the provisions of this Agreement shall apply equally to all employees, and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color, creed, national origin, religious or political affiliation/opinions, sexual orientation/preference, armed forces obligations, physical handicaps or Union activity.

B. Allegations of discrimination under this Article shall not be pursued through the grievance procedure set forth elsewhere in this Agreement, but through the appropriate administrative or judicial forum; i.e., Division of Civil Rights, E.E.O.C., etc.etc.

C. In addition to Paragraphs A. and B. above, the parties shall be bound by all applicable laws.

### 1.05 UNION RIGHTS

- A. Agents of the Union who are not employees of the Employer or who are 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 operations of the Employer.
- B. The Union shall have the right to post Union notices on available bulletin boards used for general purposes and/or those normally used to post notices to employees. Access to bulletin boards shall not be unreasonably denied, and keys where utilized shall be made available to the Union.
- C. Whenever any representative of the Union or any employee is scheduled by the Employer to participate during working hours in negotiations or grievance proceedings, such employee shall suffer no loss in pay. Whenever a third shift negotiator is scheduled to work prior to a scheduled negotiation session, the employee will have the option of relief from duty the shift prior to the negotiation session or from the shift immediately after the negotiation session without loss of pay.
- D. The Employer will give release time with pay for a total of twenty-five (25) days a year in the aggregate for Union matters, which may be taken in increments of one (1) hour. Release time not utilized within the calendar year preceding an international convention shall be carried over into the following year, to be used only for such a convention. On every alternate year two LPNs shall be given time off without loss of pay to attend the AFSCME LPN Conference. Conference attendees may be

required to provide in service training regarding procedures and information ascertained at the conference.

E. Approval for Union time off must be received from the Department head or his/her designee five (5) working days in advance. Shorter notice may be approved at the discretion of the Employer for an emergency.

F. The Union has the sole right and discretion to designate shop stewards and chief shop stewards and specify their respective responsibilities within the Union. The County has the sole right and discretion to direct the activities of shop stewards during working hours and whenever they are on the job site. The County further agrees that properly designated shop stewards, chief shop stewards and Union negotiators may conduct Union business on County time without loss of pay in the following instances:

1. One steward may accompany an employee if the employee so requests at any County/Union mutually scheduled meeting, conference or hearing concerning a disciplinary matter if an employee is called into a meeting that may be used as a means to discipline an employee, the employee has a right to union representation and the right to respond in writing to any charges or allegations.

2. Designated Union representatives may attend "continuing consultation" meetings as scheduled pursuant to Article 21.

3. Stewards may post notices on designated bulletin boards.

G. 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.

H. The Union agrees to furnish the County with complete written lists of Union representatives, including shop stewards and chief shop stewards. The union shall update the written list every six months and shall provide a copy to management. The Union further agrees to inform the County, through the Office of Personnel, of any changes and to keep such lists current and correct at all times.

I. Whenever an employee is required to attend a PERC hearing or conference on behalf of the Union either as a grievant, a subpoenaed witness or representative of the Union, the employee shall suffer no loss of regular pay.

## 1.06 NEGOTIATIONS PROCEDURE

- A. The County and the Union agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the parties agree to present to each other their proposals for modifications to be included in the successor Agreement. Counterproposals shall be submitted within a reasonable time agreed upon by both parties. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each party, and reflect the complete and final understanding on all bargainable issues which were or could have been brought to the bargaining table. Such Agreement shall apply to all members of the negotiating unit and the Employer, shall be reduced to writing and, after ratification by the Union and the Employer, shall be signed by all parties.
- B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually agree that their representative shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make counterproposals and reach tentative agreements in the course of negotiations, consistent with their status as representative of their principals.
- C. During its terms, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations, and/or by a written

amendment duly executed by the County of Atlantic and AFSCME District Council  
71, AFL-CIO and Local 3408.

### 1.07 MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of all County functions, properties and facilities, and the activities of County employees;
2. To take personnel action subject to the provisions of the New Jersey Civil Service Commission;
3. To maintain the efficiency of County operations; including but not limited to scheduling employees to shift in continuous shift operations (24 hours);
4. To take all necessary actions to carry out its mission in emergencies; (emergency to be construed as a sudden, generally unexpected occurrence demanding immediate action);
5. To exercise complete control and discretion over its organization and the technology of performing its work;
6. To schedule employee work hours, pursuant to the terms of this Agreement.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection



with the implementation thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

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

## ARTICLE 2 FINANCIAL PROVISIONS

### 2.01 HOURS OF WORK

- A. The work week shall consist of five (5) work days, Sunday through Saturday in a pre-established work schedule. No current employees who are on the County payroll as of the effective date of this Agreement shall be placed on a rotating shift, nor shall their shifts be rotated.
- B. The County, in its discretion, may establish a flextime schedule after discussions with the Union and with the consent of the affected employees after ten (10) working days of advance notice.
- C. Specific hours of work for represented titles are as follows:
1. Environmental Therapy Aides on board as of the effective date of this contract shall have the option of either keeping a 7.5 hour schedule with one-half (1/2) hour unpaid lunch or moving to an 8.5 hour schedule with a one-half (1/2) hour unpaid lunch. Any employees who become Environmental Therapy Aides subsequent to the effective date of this contract shall keep an 8.5 hour schedule with a one-half (1/2) hour unpaid lunch.
  2. LPN's will work the schedule for which they were hired. Changes to the schedule may be done to accommodate employee requests for weekends off.
  3. All other titles: 8-1/2 hour schedule with 1/2 hour unpaid lunch. (Example: 6:45 a.m. to 3:15 p.m.)
- D. No employee shall be permitted to work more than two (2) contiguous shifts except in

extreme emergencies. In that instance, the employee will be given a four (4) hour paid break between the second and third shifts.

E. All employees shall be entitled to two (2) fifteen (15) minute scheduled breaks.

F. LPN's will have five (5) weekends off in each calendar quarter. Vacation leave and all other times off count as a weekend off. The quarterly periods shall commence March 1, June 1, September 1, and December 1. LPNs will not be scheduled to work for more than two consecutive weekends unless in the judgment of the department head or Supervisor of Nursing it is deemed necessary to accommodate a request for a specific leave.

Weekends off include vacation leave and all other time off.

## 2.02 WAGE INCREASE

A. **2011 Salary** Effective and retroactive to January 1, 2011. \$725.00 increase to salary for employees making \$36,250 or less, and 2% increase to employee's previous year's salary if they make 36,251 or more.

B. **2012 Salary** Effective and retroactive to January 1, 2012. \$740.00 increase to salary for employees making \$37,000 or less, and 2% increase to employee's previous year's salary if they make \$37,001 or more.

C. **2013 Salary** Effective and retroactive to January 1, 2013. \$760.00 increase to salary for employees making \$38,000 or less, and 2% increase to employee's previous year's salary if they make \$38,001 or more.

D. Increases are effective January 1 of each year and any employee on board immediately prior to January 1 is entitled to receive the raise for the ensuing year.

E. Start salaries shall be changed in calendar years 2012 and 2013 in accordance with Appendix C annexed hereto.

F. For those employees being paid at a starting salary level, the increase to base salary in each year shall be applied after the starting salary is increased in accord with the change in starting salaries shown in Appendix C and agreed to herein.

### 2.03 SHIFT DIFFERENTIAL

A. Effective January 1, 1988, eligible employees will receive a shift differential which will be paid biweekly.

B. Eligible categories are as follows:

1. Senior LPN and LPN - Second shift \$1 per hour, Third shift \$1 per hour.
2. Institutional Attendant and Senior Institutional Attendant: Second - \$.90 per hour; Third shift \$1 per hour.
3. The following titles at Meadowview shall receive the following commensurate shift differential: Building Service Worker, Building Maintenance Worker, Senior Building Service/Maintenance Worker, Dietary Aide and Food Services Worker - Second shift \$.50 per hour; Third shift \$.75 per hour. The second shift for the titles of Dietary Aide and Food Services Worker shall be 11:30 a.m. to 8:00 p.m.

2.04 LONGEVITY

A. The County agrees to maintain its longevity program as follows:

| <u>Years of Service</u>                      | <u>Amount</u> |
|--|---------------|
| At the start of 5 years through 10 years     | \$500         |
| At the start of 11 years through 15 years    | \$600         |
| At the start of 16 years through 20 years    | \$750         |
| At the start of the 21st year and thereafter | \$900         |

B. This longevity system will replace any other longevity system, payment or award for length of service currently in place. Longevity refers to time of employment with the County.

C. Longevity will be paid each year in a lump sum check to be issued the pay period following the actual anniversary date.

## 2.05 PROMOTIONS

The County will promote the concept of upward mobility and in-house promotion, to the extent feasible under Civil Service rules and regulations, by normally posting available job opportunities on bulletin boards. The Employer agrees to post upon the Union bulletin boards all bargaining unit and promotional job vacancies, including shift and available permanent days off and to mail a copy of such posting to the Local Presidents and AFSCME District Council 71. Such postings shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of no less than ten (10) days, or until such vacancy is filled. Also, notification of such title changes will be given to the Presidents of the Local and AFSCME Council 71. In-house applicants who meet the Civil Service qualifications will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. However, the final selection will rest with the hiring/appointing authority in each of these instances.

1. When an employee is promoted, his/her salary shall be adjusted to the base salary of the new grade or a \$900.00 increase from his/her current annual salary, whichever is higher and the promotion date shall become the employee's new anniversary date, for pay purposes only.
2. All employees promoted shall receive evaluations at intervals of 30, 60, and 90 days following the effective date of the promotion. If the employee is found deficient in performing the duties of the higher title, he/ she shall be returned to his/her former title, former salary, (with any negotiated increases) and anniversary date.

## 2.06 OVERTIME

- A. The Employer shall give the most senior employee the opportunity to work first. Thereafter, overtime shall be assigned in the order of seniority when such overtime is essential. The Employer shall maintain a list reflecting accurately all overtime assigned and actually worked. Such list shall be made available to the union members by posting in a designated place near all nursing stations. In the event the required manpower is not produced by this system, the Employer shall have the right to designate employees to work overtime in the inverse order of seniority. The overtime seniority list will be conspicuously posted on an available bulletin board and shall be updated twice annually and provided to the Union. The nursing supervisor shall establish an overtime seniority log book which shall be used to document the offering of overtime to employees and whether the employee has accepted the offer. Any employee who bids on an overtime assignment and then cancels with less than 48 hours notice and who does so on at least two occasions in a 90 day period shall have their name removed from the overtime seniority list for a period of 30 days and shall not be eligible to bid on or accept overtime during that 30 day time frame. These provisions shall not apply to any employee who can demonstrate illness or some other type of emergency necessitating the cancellation.
- B. One and one-half (1 1/2) the employee's hourly rate of pay shall be paid for actual work performed in excess of 40 hours per week.
- C. The following will be regarded as hours worked for the purpose of computing overtime:
1. All hours actually worked.



2. The three (3) specified holidays of New Years Day (January 1), Thanksgiving Day and Christmas Day (December 25).
3. Vacation days.
4. Compensatory Time.
5. Administrative Time.

Sick time and bereavement days will be excluded for computation of the overtime base.

D. Notwithstanding the use of language in this Article referencing "paid" overtime, an employee is entitled to receive cash compensation or compensatory time off, at their option, for all overtime hours in accordance with County policy and the Fair Labor Standards Act. No employee shall be permitted to accumulate more than **130** hours of compensatory time.

## 2.07 CALL-IN PAY

A. An employee who has been called in to work in addition to his/her regularly scheduled shift shall be paid at the rate of one and one-half (1-1/2) his/her regular hourly rate. Call-In time shall be calculated as set forth in Section C. Call-In pay ends when the employee's regularly scheduled work shift begins, regardless of whether the employee is required to complete the "call-in" shift prior to actually reporting to the regular work shift. However, in no instance will an employee be docked or given "W" time when reporting late to his/her regular work shift because of staying to complete the "call-in" shift. The employee will be permitted to leave the work site when the work assignment is completed unless the employee's scheduled work shift has commenced.

B. In all instances however, full-time employees are guaranteed four (4) hours minimum compensation regardless of the number of hours worked for 40 hour-a-week employees, three and one-half (3-1/2) hours minimum compensation for 35 hour a week employees, and three and three-quarter (3 3/4) hours minimum compensation for 37.5 hour-a-week employees.

C. Call in time shall begin when the employee is called to work and reports to work within one hour after being called. The supervisor shall sign the employee's time card and designate the time the call in was made.

## 2.08 LPNS WORKING ALONE

A. LPN's covering two wings without another licensed staff member (including supervisors) on the unit floor on the first shift (7:00 a.m. to 3:00 p.m.) or second shift (3:00 p.m. to 11:00 p.m.) who work alone more than two hours on a shift shall be compensated for those hours worked alone by an additional premium of one-half (1/2) the employee's base hourly rate (current base salary divided by 2088 hours).

## 2.09 POSITION CLASSIFICATION

A. The position classification plan, as established and maintained by the County, consists of a schedule of classification titles with classification specifications for each position which defines and describes representative duties and responsibilities and sets forth the minimum requirement and qualifications essential to the work. If an employee considers his/her position to be improperly classified, the employee may, through the Department Head and the County Office of Personnel, process an appeal for a desk audit of his/her position with the New Jersey Civil Service Commission.

B. The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes that such assignments may include work outside an employee's classification. However, it is understood that such assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements, as well as the parameters of the New Jersey Statute, Title 11, Civil Service.

C. An employee shall be compensated at the rate of pay for his/her own classification while performing work of a lower compensated occupation.

D. When an employee works out of title for 4 hours or more in any day that employee shall receive out of title pay at their hourly rate plus differential of \$1.15 per hour for all hours worked out of title.

## 2.10 PRECEPTOR PROGRAM

- A. Preceptor - one who teaches, counsels, orients and supports the growth and development of an individual (a new employee) working in the same title and who will assume the same responsibilities in the work force as the one who precepts.
- B. Only one preceptor fee shall be paid for each newly hired LPN, GPN, or CNA.
- C. Assignment of preceptor duties will be at the sole discretion of the Director of Nursing.
- D. LPN/GPN Preceptor will orient to the facility new LPN's experienced LPN's and GPN'S. Preceptor fee will be paid by the county to the preceptor in the amount of \$100.00 for each experienced LPN they precept and \$125.00 for each new LPN or GPN.
- E. CNA Preceptor will orient to the facility new and experienced NA's and CNA'S. The Preceptor fee will be paid by the county to the preceptor in the amount of \$50.00 for experienced NA's and CNA's and \$75.00 for non-experienced NA's and CNA's.
- F. Notwithstanding the above language, the Union and County agree that the current status of the preceptor program shall be referred to the Labor Management Committee and any agreed upon changes shall be effectuated by the administrative directive of the department head.

## 2.11 PRORATION AND RETROACTIVITY OF PAYMENTS

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

## 2.12 HOLIDAYS AND ADMINISTRATIVE TIME

A. The following days shall be recognized as 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. Fourth of July
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day
14. Three (3) Administrative Days

B. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. The Employer will recognize any additional days declared as holidays by the Governor of the State of New Jersey or the County Executive.

C. If a holiday is observed while a full-time employee is on paid annual leave status, he/she will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave, and is absent the day (or scheduled

shift/day) preceding or the day following a scheduled holiday, the employee, in order to be compensated for the holiday, must utilize an accrued sick day, in lieu of holiday pay, unless the employee produces a doctor's note for the illness of that day in question, in which case the employee will receive the holiday pay.

D. If a permanent full-time employee works on any of the scheduled holidays set forth in the Agreement, he/she shall be compensated at straight time for the holiday (i.e., for a holiday worked, the employee will earn a total of double time his/her regular rate up to a full shift).

E. In addition to holiday pay, time and one-half will be paid for all hours worked on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

F. Part-time employees will receive a pro-rata share of holiday time.

G. The administrative days provided by this Article are available for personal use in increments of one hour. Under normal circumstances, this time should be scheduled in advance. An employee cannot 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 language, an employee shall have the option of using one administrative day off without prior approval for a bona fide and documented personal emergency. That option shall be subject to the same notification requirements as Article 10, Sick Leave, Section F. This option is subject to the employee providing proper documentation of the emergency. The use of administrative time for an emergency may



be denied in the event that the department head or supervisor is confronted with a staffing shortage.

H. For newly hired full-time employees, Administrative days shall be prorated in accordance with the date of hire as follows:

| <u>Date of Hire</u> | <u>Administrative Days</u> |
|---------------------|----------------------------|
| 1/1 thru 3/31       | 3 days                     |
| 4/1 thru 6/30       | 2 ¼ days                   |
| 7/1 thru 9/30       | 1 ½ days                   |
| 10/1 thru 12/31     | 1 day                      |

I. Part-time employees shall receive a pro-rata share of the Administrative days based upon the work week of the comparable full-time position. Temporary employees do not receive Administrative days.

J. Permanent full time LPN's of each unit per shift shall have the option to have the following rotational holidays: Thanksgiving, Christmas and New Year's Day. Part time LPNs shall work all holidays that fall on their normal scheduled days.

## 2.13 VACATION

A. All full-time County employees, except seasonal employees, shall be entitled to the following annual vacation with pay as accrued.

Start of employment through the first (1<sup>st</sup>) year – one (1) day per month

Start of the second (2<sup>nd</sup>) year through the fifth (5<sup>th</sup>) year – thirteen (13) days

Start of the sixth (6<sup>th</sup>) year through ten (10) years – seventeen days (17) days

Start of the eleventh (11<sup>th</sup>) year through twenty (20) years – twenty-one (21) days.

Start of the twenty-first (21<sup>st</sup>) year and thereafter – twenty-five (25) days

B. In addition, vacation will be advanced as follows: after the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service. Thereafter, vacation time shall be allotted at 100% on January 1st of each year.

C. Part-time and temporary employees shall accrue vacation on a pro-rata basis.

D. Vacation pay shall be paid at the employee's regular straight time rate per their job classification.

E. Vacations shall be scheduled and granted for periods of time requested in writing by the employee in accordance with the following conditions:

1. Between January 1<sup>st</sup> to March 1<sup>st</sup> of each year vacation requests may be submitted for preferred vacation usage up to and including March of the following year. Responses to vacations requests shall be provided in writing within 10 days after March 1<sup>st</sup>. Vacations will be based on seniority during this time frame.

2. Any requests made subsequent to March 1st shall be granted on a first-come first-served basis, based upon the availability of slots, up to and including

March of the following year. All requests after March 1<sup>st</sup> shall be responded to within 10 days unless the request is based on an emergent situation.

3. Employees shall not request or be granted vacations in excess of 2 consecutive weeks during the months of July, August and December.

4. The granting of vacation leave is at all times subject to management's right to maintain efficient operations.

5. By August 1 of each year, the Employer shall review the vacation use of all employees, and shall exercise either of the following options:

- a. Grant the employee an extension until March 1st of the next year to use all accrued vacation; or
- b. Assign vacation times to all employees to utilize all accrued vacation by March 1st of the next year; or
- c. Grant employee's request for vacation in accordance with this Article.

6. Deceased employees: Whenever an employee in classified service dies, payment shall be made for all earned and unused vacation leave, within the limits set forth in #5 above, based on the last approved compensation rate for the deceased employee.

The Union and the County agree that vacation bidding procedures/scheduling shall be discussed with the Labor Management Committee and any changes in procedures that may be agreed upon shall be effectuated by an administrative directive of the department head.

F. If a holiday occurs during the week in which vacation is taken by an employee, the days shall not be charged to annual leave.

G. An employee who becomes ill during his/her vacation will not be charged vacation leave, but rather sick leave for the period of illness, provided he/she furnishes satisfactory proof of such illness to the Employer upon his/her return to work.

H. If an employee is requested to return to work during his/her scheduled vacation period and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for 90 days for rescheduling purposes.

I. Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she has accumulated up to the time of separation at his/her current rate of pay.

J. Any employee who separates from the County having used advanced vacation shall be responsible for reimbursing the County all monies due as a result of such utilization except when separation occurs as a result of layoff or bumping.

## 2.14 SICK LEAVE

A. Permanent employees shall be entitled to the following sick leave with pay as accrued: One working day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 ¼) working days per month. If any permanent employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

B. In addition, sick time shall be advanced on the following basis: after the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each year, in anticipation of continued employment, employees shall be credited with 100% of sick leave time.

C. Sick leave, for purposes herein defined, means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious diseases, or a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of the employee. An employee shall not be reimbursed for accrued sick leave at the time of resignation or termination of his/her employment.

D. Any employee covered under the terms of this Agreement who "retires" from County service under the Public Employees Retirement System (PERS) shall be paid fifty

percent (50%) of accrued sick leave, up to a maximum of \$15,000 gross wages. The definition of “retirement” is found in Article 2.16, Paragraph A(6), page 39.

E. If the Employer suspects a pattern of abuse, in a 12 month period, the Employer may require acceptable evidence, such as a doctor’s certificate or examination by a Physician retained by the Employer. If a doctor’s certificate is required, the nature of the illness and the length of time the Employee will be absent shall be stated in the certificate. The doctor’s note requirements shall terminate after 12 months from the last suspected incident of abuse. See ADA (Americans with Disabilities for possible application).

F. An employee who does not expect to report to work because of personal illness or for any reason included in the definition of sick leave set forth above shall be required to give notice as follows:

1. For all 24-hour operations, the employee shall give notice by telephone or personal message at least one (1) hour prior to start of the scheduled shift. If the message is left with anyone other than a supervisor or on a telephone answering machine, the employee shall leave a telephone number where he/she can be contacted personally by the supervisor.

2. All employees, not in 24-hour operations, who are scheduled to work the earliest shift in their facility shall contact the supervisor on duty for that shift by telephone at the supervisor’s home at least one (1) hour prior to the start of the shift.

3. All employees, not in 24-hour operations, who are scheduled to report later than the earliest time in their facility shall give notice by telephone or

personal message to the supervisor on duty in their facility at least one (1) hour prior to the start of the scheduled shift. If the employee does not talk with the supervisor in person, the employee shall leave a telephone number where he/she can be contacted personally by the supervisor.

4. If proper notice, as outlined above, is not given, the absence will be recorded as an unauthorized absence. An employee is responsible for calling each day of the absence unless the employee is on an approved leave of absence. 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. Paid holidays occurring during a period of sick leave shall not be charged to sick leave if procedures in Article 8.C are followed. Nothing in this paragraph negates the requirement set forth in Paragraph E. above.

G. Part-time employees will receive a pro-rata share of sick leave based upon the work week of the comparable full-time position. Temporary employees are not eligible for sick leave.

H. Section 2.19 Provides the terms of the Sick Leave Stipend applicable to qualifying employees

I. "W" time for purposes of this contract shall be in accordance with the definition as set forth in Section 5.14 of the County's Policies and Procedures Manual.

## 2.15 STATE OF EMERGENCY

A. When an employee is physically prevented from traveling to work (when public transportation is not operating or when County vehicles are unable to transport the employee as a result of an Act of God, such as a snowstorm, or other extraordinary conditions), the employee shall be permitted to utilize administrative leave/vacation leave rather than losing pay. If an employee has no remaining administrative leave or vacation leave, he/she shall be permitted to take an unpaid leave of absence and no "W" times will be assessed. Entitlement under this paragraph shall be at the discretion of the County and shall not be arbitrarily and unreasonably denied. However, if the County Executive declares the day a Countywide emergency day wherein all other employees receive pay, employees under this Agreement shall also be paid.

**B. Non-Essential Employees during a State of Emergency Banning Travel in Atlantic County.** In the event the State or the County Executive declare a state of emergency banning the public from traveling on the roadways of Atlantic County and preventing non-essential employees from working, such non-essential employees in the Union shall be paid as all other non-essential County employees who are prevented from going to work during the emergency ban on travel in Atlantic County. If non essential employees are required to remain at work during a state of emergency banning the public from traveling on the roadways of Atlantic County, such employees shall be paid in accord with the provisions for essential employees directly below.

**C. Essential Employees During a State of Emergency Banning Travel in Atlantic County.** In the event the State or the County Executive declare a state of emergency banning the public from traveling on the roadways of Atlantic County, essential employees required to go to work during a state of emergency banning travel on the roadways of Atlantic County, and essential employees at work who cannot leave during a state of emergency banning travel on the roadways of Atlantic County, shall receive an hour of comp time for each hour worked during the emergency ban on travel on the roadways of Atlantic County. Employees may also be entitled to payment of overtime should the employee in a given set of circumstances qualify for the payment of overtime.



## 2.16 HEALTH AND WELFARE

### A. Medical Insurance.

1. Employees 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).

2. As required by New Jersey Legislation S-2937 (Chapter 78, P.L. 2011) employees shall contribute 1.5% of their income or the statutorily mandated contribution based upon an employee's salary and the percentage of premium contribution in each respective year of the schedule in S-2937, whichever is greater. The schedule in S-2937 requiring employee health benefits contributions is provided herein as Appendix D.

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 25 or more hours per week. Eligible dependents for comprehensive medical, hospital, and prescription drug coverage under the New Jersey State Health Benefits Program are the employee's spouse and/or children under age 26. 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. Contributions for post retirement health benefits shall be determined by New Jersey Legislation S-2937 (Chapter 78, P.L. 2011) including but not limited to provisions excluding certain employees from post retirement health benefits contributions.

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 working less than 25 hours per week are not entitled to any health benefits. However, part-time employees working less than 25 hours per week but 20 or more hours per week who were employed as of May 20, 2010 shall continue to retain 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 provided in accordance with the law(s), rules and regulations of the State of New Jersey and the provisions set forth in the document entitled Atlantic County Health Benefits Program Coverage Waiver/Reinstatement available on Infoplease and from Human Resources.

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

1. The County's decision as to employees eligibility to use the disability pool will not be arbitrarily or unreasonably denied.
2. All disability claims shall be submitted to an independent doctor mutually agreed upon by both the union and the County for evaluation and approval.
3. Employees are eligible to use the program while maintaining up to one year's worth of sick and vacation time. Only full time employees with at least one year of service shall be eligible to participate in the disability pool.
4. Employees who have previously utilized disability pool benefits may reapply for maximum pool benefits after full repayment of amounts previously used.
5. The decision to either approve or not approve entry into the disability pool in the first instance shall be with the Department Head. The Union may appeal the Department Head's decision to the Director of Human Resources who shall render a decision within 10 calendar days following receipt of the appeal. The decision of the Director of Human Resources may be challenged through the grievance process of this agreement.

## 2.17 WORKER'S COMPENSATION

A. When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Workers Compensation benefits as set forth by New Jersey Statute (N.J.S.A. 34:15).

## 2.18 LEAVES OF ABSENCE

A. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except for Military Leave. 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. Leaves of absence for employees may be granted as provided in Civil Service statutes and rules and regulations except as otherwise noted herein.

C. An employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties, or who desires to engage in a course of study such as will increase his/her usefulness on return to service, or for any reason considered valid by the Department Head and the appointing authority, desires to secure leave from regular duties may, with the approval of the Department Head and the appointing authority, 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 appointing authority approval. 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 probable return date to duty.

D. Any employee who is a member of the Union and is legally elevated to an official full-time position in the parent Union shall be granted a leave of absence without pay to attend his/her official duties for a period not exceeding one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

**E. Military Leave.**

1. Pursuant to N.J.A.C. 5A:2-1 et seq., an employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.
2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of the United States, only in time of war or emergency or pursuant to or in connection with the operation with any system or selective service. Employees having only temporary status who enter on active duty with the Armed Forces of the United States shall be regarded as having resigned.

**F. Child-rearing Leave**

1. Employees shall be eligible for child-rearing leave.
2. All permanent employees of the County who become parents shall be granted child-rearing leave, and all provisional employees as defined by the New Jersey Civil Service Commission who become parents may be granted child-rearing leave upon written request. If granted, the leave can be taken only for the birth or arrival of the child into the home.

3. An employee shall submit written notification to his/her immediate supervisor stating the anticipated duration of the leave of absence at least two (2) weeks in advance, if circumstances permit. Such leaves shall be granted for a period of time not to exceed six (6) months. Upon the request of the employee and at the discretion of the County, child-rearing leaves may be extended or renewed for a period not to exceed six (6) months. In no case shall the total amount of leave exceed twelve (12) months.

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

5. While an employee is on child-rearing leave, the duties of his/her position shall either be performed by remaining staff and the position kept vacant or they shall be performed by a temporary employee.

6. Every employee has the right to return to the same position in the same classification (s)he held before going on child-rearing leave.

7. An employee who is on child-rearing leave without pay is entitled to use accrued sick leave for the period that she is unable to work due to pregnancy, as certified by a physician, and all accrued annual leave. All other periods of leave related to child-rearing leave shall be leave without pay. Unused sick and vacation leave shall be carried over until her return. An employee shall not earn annual and sick leave while (s)he is on child-rearing leave without pay.

## 2.19 STIPENDS AND OTHER FINANCIAL ITEMS

A. **Sick Leave Stipend.** Effective January 1, 2013 any employee utilizing less than thirty-six (36) hours (for 7 hour employees) or forty-one (41) hours (for 8 hour employees) of sick time (to include all uses of sick) in a calendar year, will receive an annual bonus in the amount of \$350. Use of FMLA sick leave shall count toward an employee's total use of sick hours in determining eligibility for the sick leave bonus. 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 onboard 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. The terms of the sick leave stipend under Article 10 in the previous 2007-2010 contract shall apply prior to calendar year 2013.

B. **Uniform Stipend.**

- i. All full-time employees shall be required to wear uniforms. Each employee shall receive \$600.
- ii. All employees must purchase and wear either PEOSHA safety shoes or non-slip shoes, based upon job duties.
- iii. New hires and part-time employees shall receive a pro-rata share of the clothing allowance.
- iv. The County will provide rain gear of its choosing for warehouse personnel.

C. **Arbitration Fees and Costs.** See 3.01, paragraph "h", page 53.



## 2.20 PRINTING COSTS

The Union and the County will share equally the cost of printing this Agreement.

Proofs will be shared prior to final print.

## ARTICLE 3 - PRACTICES AND PROGRAMS

### 3.01 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 or Union representative having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted.

B. Definitions. The term “grievance” shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a “contractual grievance”; or

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which shall be processed up to and including the Employer, and shall hereinafter be referred to as a “non-contractual grievance.”

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

Step 1. The grievant may be represented by an employee who is the shop steward or a Union representative at this step.

(b) The Department Head, or his designee, shall render a decision in writing within eight (8) calendar days after receipt of the complaint. Failure to render a decision within this time shall be considered a denial of the grievance.

Step 3.

(a) Should the Union disagree with the decision of the Department Head, or his designee, the Union may, within ten (10) working days, submit a statement, in writing and signed, as to the issues in dispute to the County Office of Personnel/Human Resources (or its equivalent Office). The Office of Personnel/Human Resources shall review the decision of the Department Head together with the disputed areas submitted by the Union. The Union representative may request an appearance before a designated representative of the County Office of Personnel/Human Resources. The representative will render his/her decision within eight (8) calendar days after receipt of the grievance or grievance meeting if one is held. Failure to render a decision within this time shall be considered a denial of the grievance. If the grievance is a non-contractual grievance, the decision of the representative shall be final.

(b) The grievance may be presented by the Local Union Officer or the International Union representative, or both. A minority organization shall not be present or process grievances.

(c) If a hearing is to be provided, it shall be scheduled within ten (10) working days, unless the parties mutually agree to an extension, and provided that the Union hand-deliver the third-step grievance to the Office of Personnel/Human Resources.

Step 4.

(a) Any unresolved contractual grievance (as defined in B.1, Definitions, above), except matters involving appointment, promotion, or assignment or matters within the exclusive province of N.J. Civil Service Commission, may be appealed to arbitration within twenty (20) working days after the receipt of the Personnel representative's decision.

(b) Nothing in this Agreement shall be construed as compelling AFSCME Council 71 to submit a grievance to arbitration or to represent an employee before the New Jersey State Civil Service Commission. AFSCME Council 71's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) The arbitrator shall be selected in accordance with the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission.

(d) The parties shall meet at least twenty (20) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

(e) 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.

(f) The arbitrator may prescribe an appropriate back pay remedy when he 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 may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

(g) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinions which are not essential in reaching the determination.

(h) The costs of the services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

(i) 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.

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

(k) Grievance resolutions or decisions at Steps 1 through 3 shall not constitute a precedent in any arbitration or other proceedings unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

### 3.02 DISCIPLINARY ACTION

A. Recognizing that each case must be treated individually, the County and the Union agree to the principle of progressive discipline in accordance with applicable Civil Service statutes, rules and regulations.

B. Discipline shall only be imposed upon an employee with permanent status for failing to fulfill his/her job responsibility, and for good and just cause as provided by law.

C. Minor disciplinary actions as defined below shall be subject to the grievance procedure:

1. Oral warning or reprimand.
2. Written warning or reprimand.
3. Suspension of less than five (5) consecutive days or fifteen (15) days in one (1) year.

D. Major disciplinary actions as defined below shall be appealable through Civil Service procedures and not through the grievance procedure.

1. Suspension of more than five (5) consecutive days or more than fifteen (15) days in one (1) year.
2. Termination.

E. The Employer will discipline employees in such a manner so as to not unduly embarrass the employee in front of the public or other employees, unless the severity of the infraction requires immediate action.

F. The Supervisor or Department Head shall fill out disciplinary forms completely.

G. After the warning notice has been completed, the supervisor or department head shall speak to the employee in the presence of a shop steward or union representative if

such a course is requested by the disciplined employee after consultation with the shop steward or union representative. The violation must be explained in detail. No employee may be reprimanded in public. The employee shall be given an opportunity to respond in writing in reference to the charges.

H. In the event of a disciplinary hearing, the County and the Grievant and/or Union shall provide copies of the exhibits they intend to rely upon at the hearing respectively. Copies of exhibits to be relied upon shall be provided 5 days prior to the hearing date. If exhibits become available after 5 days prior to the hearing, both parties shall make every effort to afford the other party as much notice of the material as possible.



### 3.03 SENIORITY

- A. In all cases of demotions, layoffs, recall, choice of shift and days off, (to include the scheduling of vacations), employees with the greatest amount of seniority shall be given preference.
- B. Under the terms of this Article, the term "seniority" means a preferred position for specific purposes which one employee within a given job classification may have over another employee within a job classification because of a greater length of service with the County.
- C. The following shall constitute a break of service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report after leave, and acceptance of other permanent employment while on leave.
- D. Except where Civil Service provides otherwise, seniority is defined as the employee's total length of service with the Employer, starting with his/her original date of hire.

### 3.04 PERSONNEL PRACTICES

A. The practices of the County will address the specific terms of this Agreement, the Administrative Code, Federal Law and Regulation and Title 11 of the New Jersey State Statute, as amended.

B. Each new employee will be given an employee handbook and afforded the opportunity of an orientation to assist him/her in the performance of his/her duties. Departmental policies issued during the term of this Agreement will be posted on the bulletin boards, and individually provided to employees. It is the responsibility of each employee to know the operational policies of the organization, and of management to train employees on policies and advise of updates. Provided initial training and updating of new policies occur, failure to know and understand these policies will not be considered valid reason for actions and/or omissions in violation of same.

C. All employees' schedules shall be posted by the 20<sup>th</sup> day of each month. In the event the 20<sup>th</sup> falls on a Saturday or Sunday, the schedule must be posted on the Friday prior to the 20<sup>th</sup>.

D. An employee has the right of access to the County's official personnel file kept for the employee, and all records as may be kept by the personnel officer or supervisor pertaining to the employee, and the Employer shall permit the employee to respond in writing to any document in said file within six (6) months of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The Employer agrees to provide the employee with a copy of any document or instrument contained in said files upon the request of the employee. No unsigned document or instrument (except for regular employment records

which, by their nature, require no signature), nor any document or instrument of unknown or questionable origin shall be used against any employee in disciplinary matters.

E. The County will present a Union package to all new employees represented by the Union at its regularly scheduled orientations. The Union will provide said package to the County in sufficient quantity for distribution.

F. Procedures utilized for evaluations of employees shall be those set forth in County policy entitled "Evaluating Employees Performance" dated January 1, 1984.

G. If an employee's work is suffering due to a personal problem, the employee is encouraged to contact the Office of Personnel, which, in turn, may refer the employee to persons or places where he/she can receive professional help.

H. The responsibility for contacting the Office of Personnel and any subsequent referrals for counseling or in-patient or outpatient treatment is totally on the employee, and any personal agreement which may be developed between the employee and the Employer for the employee to seek such help for the personal problem in lieu of being disciplined for the prior conduct will only be binding on the Employer as long as the employee follows all his/her responsibilities under this personal agreement.

I. All employees shall attend all in-service and other special training as designated by the County. A certificate or letter of completion will be put in the employee's personnel file along with a brief description of the material taught.

J. In addition to the established County's EAP program - An employee may also voluntarily avail themselves of any EAP programs provided by the Union.

### 3.05 LAYOFFS

A. Layoff, if required during the term of this Agreement, will be accomplished as specifically provided by the New Jersey Administrative Code 4:1-16.1 through 4:1-16.4 et seq. AFSCME District Council #71 shall be notified of an employee layoff when the employee is notified.

### 3.06 NO STRIKE OR LOCKOUT

A. The Union covenants and agrees that during the term of this Agreement, neither the Union or any person acting on its behalf will cause, authorize, or support, no will any of its members take part in any strike, work stoppage, slowdown, or walkout which interferes with the full and complete normal operations of the Employer. The Union agrees that any such action would constitute a material breach of this Agreement.

B. The County agrees that it will refrain from locking out its employees or from any threat thereof. The County agrees that any such action would constitute a material breach of this Agreement.

### 3.07 CONTINUING CONSULTATION

A. The Union and the County shall, upon request of either party, establish meetings during the first week of April, July, October and January for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings, but are intended as a means of fostering good employer/employee relations.

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

C. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

### 3.08 SAFETY

A. The Union shall designate one (1) employee at each facility as Safety Officer. The County will provide this person with copies of all accident reports regarding members of this bargaining unit.

B. The Safety Officers, along with County designated representatives, shall comprise a Safety and Health Committee. This Committee shall meet quarterly to discuss the safety and health conditions in the facilities and shall report all findings and concerns to the Department of Administrative Services. The Safety Committee shall inspect facilities as part of their meetings, if necessary.

### 3.09 PARTIES' GOOD FAITH TO ESTABLISH A PILOT PROGRAM

The parties will continue to work toward developing a six month pilot program designed for LPN scheduling to provide regular days off in the context of a every other weekend off schedule. Such a program will be developed by Union and Management . If mutually determined to be feasible, the parties will work together to implement a new scheduling system.



### 3.10 SEVERABILITY

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by the decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

### 3.11 DURATION AND TERMINATION

- A. This Agreement shall be effective as of January 1, 2011 and shall remain in full force and effect until December 31, 2013.
- B. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, that it desires to commence negotiations.
- C. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and unless notice of termination of this Agreement is provided to the other party in the manner set forth in the preceding paragraph.
- D. Negotiations shall begin no later than December 1, 2013.

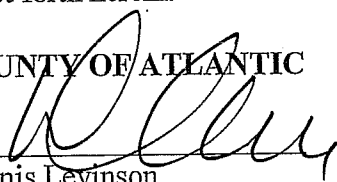
### 3.12 FULLY BARGAINED AGREEMENT

A. Both parties agree that this Agreement represents all appropriate bargainable issues. This Agreement incorporates all rights and obligations assumed by each to the other as a result of the collective bargaining process. This Agreement represents and incorporates the complete and final understanding and settlement by the parties regarding all bargainable issues, with the exception of those issues which are subject to the reopening of this Agreement as specifically provided for within the terms and conditions of this Agreement, or those issues which may or could arise at a later date during the life of this Agreement which both parties recognize, by mutual consent, should or must be made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals  
the day and year first set forth above, and agree to abide by all the terms and conditions  
as set forth herein.

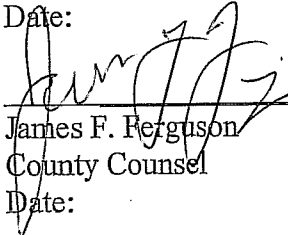
COUNTY OF ATLANTIC

AFSCME 3408

  
Dennis Levinson  
County Executive

\_\_\_\_\_  
Name: Eric W. Malone  
Title: President  
Date: 5/30/13

Date:

  
James F. Ferguson  
County Counsel

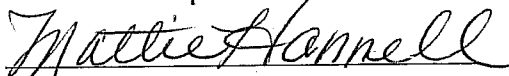
\_\_\_\_\_  
Name: Sonya Taylor  
Title: Vice President  
Date: 5/30/13

Date:

7/29/13

\_\_\_\_\_  
Name: Kay Austin  
Title: Rec Sec.  
Date: 5/30/13

\_\_\_\_\_  
Name: Andrea Cooper  
Title: Sec. Treas.  
Date: 5/30/13

  
Name: Mattie Hannell  
Title: EX. DIRECTOR  
Date: 6/3/13

APPENDIX A  
INCLUSIONS

| <u>JOB TITLE</u>  | <u>GRADE</u> |
|---|--------------|
| Assistant Cook  | 2            |
| Assistant Human Services  | 1            |
| Building Maintenance Worker   | 1            |
| Building Service Worker   | 1            |
| Clerk Driver/Stockhandler   | 3            |
| Cook  | 4            |
| Dietitian Helper  | 2            |
| Environmental Therapy Aide  | 4            |
| Food Service Worker   | 1            |
| Head Cook   | 6            |
| Institutional Attendant (non-cert.)   | 2            |
| Institutional Attendant (cert.)   | 3A           |
| Laborer   | 1            |
| Licensed Practical Nurse  | 6a           |
| Restorative Aide  | 3            |
| Senior Building Service Worker  | 3            |
| Senior Clerk Driver/Stockhandler (Start salary for this title shall be set at \$24,100) | 5            |
| Senior Cook   | 5            |
| Senior Institutional Attendant  | 4            |

APPENDIX B

EXCLUSIONS

- A. All employees covered by another bargaining unit and/ or subject to another bargaining agreement.
- B. Elected officials, members of board and commissions, managerial executives and confidential employees within the terms of the Public Employment Relations Commission or unclassified.
- C. All supervisory employees having the power to hire, discharge or discipline, or to effectively recommend same, unless specifically identified by title in the Inclusions.
- D. All professional job titles, unless specifically identified in the Inclusions.

APPENDIX C

| <b>Grade</b> | <b>2011</b> | <b>2012</b> | <b>2013</b> |
|--------------|-------------|-------------|-------------|
| 1            | 23,050      | 23,600      | 24,150      |
| 2            | 24,150      | 24,650      | 25,150      |
| 3            | 25,150      | 25,650      | 26,150      |
| 3A           | 26,150      | 26,650      | 27,150      |
| 4            | 27,150      | 27,900      | 28,650      |
| 5            | 28,650      | 29,650      | 30,650      |
| 6            | 36,410      | 36,410      | 36,410      |
| 6A           | 40,000      | 40,000      | 40,000      |

APPENDIX D

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE  
(PERCENTAGE OF PREMIUM)\***

| Salary Range     | Year 1 | Year 2 | Year 3 | Year 4 |
|------------------|--------|--------|--------|--------|
| less than 20,000 | 1.13%  | 2.25%  | 3.38%  | 4.50%  |
| 20,000-24,999.99 | 1.38%  | 2.75%  | 4.13%  | 5.50%  |
| 25,000-29,999.99 | 1.88%  | 3.75%  | 5.63%  | 7.50%  |
| 30,000-34,999.99 | 2.50%  | 5.00%  | 7.50%  | 10.00% |
| 35,000-39,999.99 | 2.75%  | 5.50%  | 8.25%  | 11.00% |
| 40,000-44,999.99 | 3.00%  | 6.00%  | 9.00%  | 12.00% |
| 45,000-49,999.99 | 3.50%  | 7.00%  | 10.50% | 14.00% |
| 50,000-54,999.99 | 5.00%  | 10.00% | 15.00% | 20.00% |
| 55,000-59,999.99 | 5.75%  | 11.50% | 17.25% | 23.00% |
| 60,000-64,999.99 | 6.75%  | 13.50% | 20.25% | 27.00% |
| 65,000-69,999.99 | 7.25%  | 14.50% | 21.75% | 29.00% |
| 70,000-74,999.99 | 8.00%  | 16.00% | 24.00% | 32.00% |
| 75,000-79,999.99 | 8.25%  | 16.50% | 24.75% | 33.00% |
| 80,000-94,999.99 | 8.50%  | 17.00% | 25.50% | 34.00% |
| 95,000 and over  | 8.75%  | 17.50% | 26.25% | 35.00% |

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

*(Charts are continued on next page)*



**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE  
(PERCENTAGE OF PREMIUM)\***

| Salary Range       | Year 1 | Year 2 | Year 3 | Year 4 |
|--------------------|--------|--------|--------|--------|
| less than 25,000   | 0.75%  | 1.50%  | 2.25%  | 3.00%  |
| 25,000-29,999.99   | 1.00%  | 2.00%  | 3.00%  | 4.00%  |
| 30,000-34,999.99   | 1.25%  | 2.50%  | 3.75%  | 5.00%  |
| 35,000-39,999.99   | 1.50%  | 3.00%  | 4.50%  | 6.00%  |
| 40,000-44,999.99   | 1.75%  | 3.50%  | 5.25%  | 7.00%  |
| 45,000-49,999.99   | 2.25%  | 4.50%  | 6.75%  | 9.00%  |
| 50,000-54,999.99   | 3.00%  | 6.00%  | 9.00%  | 12.00% |
| 55,000-59,999.99   | 3.50%  | 7.00%  | 10.50% | 14.00% |
| 60,000-64,999.99   | 4.25%  | 8.50%  | 12.75% | 17.00% |
| 65,000-69,999.99   | 4.75%  | 9.50%  | 14.25% | 19.00% |
| 70,000-74,999.99   | 5.50%  | 11.00% | 16.50% | 22.00% |
| 75,000-79,999.99   | 5.75%  | 11.50% | 17.25% | 23.00% |
| 80,000-84,999.99   | 6.00%  | 12.00% | 18.00% | 24.00% |
| 85,000-89,999.99   | 6.50%  | 13.00% | 19.50% | 26.00% |
| 90,000-94,999.99   | 7.00%  | 14.00% | 21.00% | 28.00% |
| 95,000-99,999.99   | 7.25%  | 14.50% | 21.75% | 29.00% |
| 100,000-109,999.99 | 8.00%  | 16.00% | 24.00% | 32.00% |
| 110,000 and over   | 8.75%  | 17.50% | 26.25% | 35.00% |

**HEALTH BENEFITS CONTRIBUTION FOR MEMBER/SPOUSE/PARTNER;  
PARENT/CHILD COVERAGE (PERCENTAGE OF PREMIUM)\***

| Salary Range     | Year 1 | Year 2 | Year 3 | Year 4 |
|------------------|--------|--------|--------|--------|
| less than 25,000 | 0.88%  | 1.75%  | 2.63%  | 3.50%  |
| 25,000-29,999.99 | 1.13%  | 2.25%  | 3.38%  | 4.50%  |
| 30,000-34,999.99 | 1.50%  | 3.00%  | 4.50%  | 6.00%  |
| 35,000-39,999.99 | 1.75%  | 3.50%  | 5.25%  | 7.00%  |
| 40,000-44,999.99 | 2.00%  | 4.00%  | 6.00%  | 8.00%  |
| 45,000-49,999.99 | 2.50%  | 5.00%  | 7.50%  | 10.00% |
| 50,000-54,999.99 | 3.75%  | 7.50%  | 11.25% | 15.00% |
| 55,000-59,999.99 | 4.25%  | 8.50%  | 12.75% | 17.00% |
| 60,000-64,999.99 | 5.25%  | 10.50% | 15.75% | 21.00% |
| 65,000-69,999.99 | 5.75%  | 11.50% | 17.25% | 23.00% |
| 70,000-74,999.99 | 6.50%  | 13.00% | 19.50% | 26.00% |
| 75,000-79,999.99 | 6.75%  | 13.50% | 20.25% | 27.00% |
| 80,000-84,999.99 | 7.00%  | 14.00% | 21.00% | 28.00% |
| 85,000-99,999.99 | 7.50%  | 15.00% | 22.50% | 30.00% |
| 100,000 and over | 8.75%  | 17.50% | 26.25% | 35.00% |

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits