

AGREEMENT
BETWEEN
CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
CAMDEN COUNTY COUNCIL #10 N.J.C.S.A.
JANUARY 1, 2003 TO DECEMBER 31, 2007

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PREAMBLE

This Agreement entered into this ___ day of May, 2004 by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter called the "County", and CAMDEN COUNTY COUNCIL NO. 10, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the County and the Union.

ARTICLE I
RECOGNITION

The Board of Chosen Freeholders recognizes the Council as being the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed and attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree in writing to include. The County shall notify the Union in writing prior to the creation of new titles, of new classifications of employees, or the filling of existing positions.

ARTICLE II
CHECK-OFF

- A. The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- 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 Union during the month following the filing of such card with the County.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) 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 either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letter head of the Union and signed by the President of the Union or Local Representative advising of such changed deduction.
- E. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Treasurer.
- F. Any such individual written authorization may be withdrawn at any time by the filing of such withdrawal with the County Treasurer. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15.9e as amended.
- G. 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 reason of action taken by the County or in reliance upon information furnished by the Union or official notification on the letter head of the Union and signed by the President of the Union or Local Representative.

ARTICLE IIA
AGENCY SHOP

- A. The County agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. 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 fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that 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 for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.
- E. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.
- F. The Union shall establish and maintain a procedure whereby any employee 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.
- G. 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 reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share 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 President of the Union, advising of such changed deduction.

ARTICLE III
WORK SCHEDULES

- A. The regularly scheduled work week shall consist of thirty (30) through forty-eight (48) hours per week as noted elsewhere in this Agreement. A modified work schedule shall be available to all employees as mutually agreed to by the affected employee, the employer and the Union.
- B. The regular starting time for the work shifts will not be changed without one (1) week written notice, except in case of emergency, to the affected employee and without first having discussed the need for such changes with the Union.
- C. For 24 hour operations only, if any employee's work schedule is changed, all time off which was pre-approved at the time of the change shall be honored. In addition, if there is a mandatory change in an employee's work schedule after April 1 in any year, the affected employee may use his/her accumulated vacation, personal or compensatory time to maintain as days off their former regular days off which were contiguous to the previously approved vacation time.
1. For 24 hour operations only, if any employee's work schedule is changed, all time off which was pre-approved at the time of the change shall be honored. In addition, if there is a mandatory change in an employee's work schedule after April 1 in any year, the affected employee may use his/her accumulated vacation, personal or compensatory time to maintain as days off their former regular days off which were contiguous to the previously approved vacation time.
- D. Where more than one work shift per day within a given classification exists, employees will be given preference of shifts in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one (1) year in order to exercise his or her preference of shift over a less senior employee but such preference may only be exercised once within any twelve (12) month period and may not result in a less senior employee incurring a shift change more than once within any twelve (12) month period.
- E. All employees covered by the Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week.
- F. Dispatchers covered by this Agreement who are employed at the Camden County Communications Center shall work a twelve (12) hour shift and the daily benefits of such employees such as vacations, sick days, etc., shall accordingly reflect this length of shift.

ARTICLE III cont'd

For example a twelve (12) hour shift employee will receive two (2) sick days for each three (3) received by an eight (8) hour shift employee. However, with respect to discipline, a day shall be considered eight (8) hours. The County may discontinue the aforementioned twelve (12) hour shift.

- G. Employees who receive an unpaid lunch may elect with the agreement of the employee, the employer and the Union to have either a one hour or a one-half hour lunch period. Such election shall remain in effect for a minimum of six months

- H. Employees who work sixteen (16) or more consecutive hours shall be given at least an eight (8) hour break before being required to report back to work. If an employee has worked sixteen (16) or more consecutive hours and is scheduled to return to work with less than an eight hour break in between, the employee may, upon notice to the employer at the end of his/her last shift, delay returning to work for up to two (2) hours by charging his/her compensatory time. If the employee does not have compensatory time, he/she may charge vacation or personal time, or if the employee has no such time, then the employee may use sick time or as a last resort be in no pay status. **In the alternative, employees who work sixteen (16) or more consecutive hours, and are scheduled to return to work on the next shift after an eight hour break, will be permitted to work twelve (12) hours, from either 9 am to 9 pm, or 9 pm to 9 am as applicable, on the next shift.** This provision shall not apply when employees are working in excess of their regular hours of duty because of weather conditions, a state of emergency declared by the President, Governor or Freeholder Director/OEM Coordinator, riotous conditions or in the field communications unit.

- I. **Employees with at least six (6) months of service as a PST can voluntarily agree to be scheduled to work every weekend. Volunteers shall be solicited through posting procedures. An employee's agreement shall be limited to a one year period unless voluntarily extended.**

ARTICLE IV
OVERTIME

- A. Overtime refers to any time worked beyond the regular hours of duty and is granted only when an employee is ordered to work by a department head. Employees who violate this section will be subject to Article XXIX, paragraph A.
- B. Time and one-half the full time employee's rate of pay shall be paid for work under any of the following conditions:
1. All work performed in excess of the employee's regular hours of duty in anyone day.
 2. All work performed in excess of the employee's regular hours of duty in anyone work week. Hours for which time and one-half or double time is paid shall not be included in the base weekly hours.
 3. All work performed on Saturday and Sunday as such, except for those employees assigned on continuous operations.
 4. Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half pay for the hours worked on that holiday, in addition to the holiday pay. Other employees who are required to work on a holiday shall receive time and one-half pay for the hours worked on that holiday in addition to a day's pay for the holiday as such. Employees who are assigned to 24 hour operations at the Communications Center and who work New Year's Day (January 1), the Fourth of July, Veterans Day (November 11) and/or Christmas Day (December 25) shall be paid holiday pay for their entire shift when their reporting time occurs on the actual legal holiday.
Employees who are assigned to 24 hour operations at the Youth Center and who work New Year's Day (January 1), the Fourth of July, Veterans' Day (November 11) and/or Christmas Day (December 25) shall be paid holiday pay for the entire following shifts: 11 pm of the prior evening to 7 am on the holiday; 7 am to 3 pm on the holiday; and 3 pm to 11 pm on the holiday.
- C. Double time the full-time employee's regular hourly rate of pay shall be paid for work in excess of two (2) consecutive regular shifts or for shift work in excess of sixteen (16) consecutive hours in a 24 hour operation, but double time shall be paid in compensatory time only for such hours worked in excess of sixteen (16) hours.
- D. Employees shall have the option of taking compensatory time in lieu of cash payment for overtime. If an employee chooses compensatory time in any instance, the amount of such time will be computed on the basis as set forth above. Compensatory time off must be scheduled and approved by the Department Head.

ARTICLE IV cont'd

- E. Overtime work shall be distributed as equally as possible among employees within the same classification. Employees may be required to work a reasonable amount of overtime. An employee may be excused from an overtime assignment provided he has presented a valid excuse which has been approved by the Department Head. However, the Department Head may require the employee with the least seniority to work an overtime assignment.
- F. Overtime shall be paid currently, or at least no later than the second pay period after overtime was served, if funds are available and if overtime pay has been agreed upon.
- G. If overtime appears excessive in any department, division, agency or work area, the County and the Union will jointly conduct a cost benefit analysis and make recommendations to the County Administrator to address the issue.
- H. With the exception of employees working at the Communications Center, voluntary overtime shall be distributed by classification and seniority from the most senior on a rotating basis beginning with the employee immediately following the last senior employee who worked. Mandatory overtime shall be distributed by classification and seniority from the least senior on a rotating basis beginning with the next senior employee immediately following the last employee who worked. In Communications all voluntary and mandatory overtime shall be distributed on a rotation based upon separately maintained alphabetical lists. At the Communications Center the practice of calling the first available personnel to fill vacancies where the need for overtime was not known prior to the beginning of the shift may be continued.

ARTICLE V
CALL IN TIME

If an employee is recalled to duty, he shall receive a minimum guarantee of three (3) hours compensation at the overtime rate, provided said recall duty is not immediately prior to or immediately after the employee's normal shift. The County shall have the right to retain the employee on duty for the minimum time period.

ARTICLE VI
RATES OF PAY

- A. The pay scales for all employees covered by this Agreement shall be as the pay scales currently exist but as modified by Paragraph I below. New or additional employees hired during the term of this contract shall be governed by the pay scale as set forth in the appropriate schedule. The lowest rate being paid in a classification shall be the hiring rate.
- B. In any case where a more qualified person is advisable, upon written request of the Department Head or Freeholder Chairman of the Department to the Board of Freeholders for approval, the Board of Freeholders may make such an adjustment in the hiring rate as they deem necessary to properly and justifiably fill a position.
- C. Rates of compensation provided for in these regulations are fixed on the basis of full-time service in a full-time position. If any position is, by action of the Board, established on a basis of less than full-time service, or if, with the approval of the Board, the incumbent of any full-time position is accepted for employment on a part-time basis only, the rate of compensation provided for the position (unless otherwise stated) shall be proportionately reduced in computing the rate of compensation payable for part-time service.
- D. The salary authorized under this Agreement shall be interpreted as exclusive of any longevity pay, authorized pursuant to statute.
- E. When an employee changes title, then his or her salary shall be adjusted to receive the same salary classification as the employee had in the former title. This provision shall be applicable to all changes in title within the County of Camden irrespective of whether the former title was covered by this Agreement. An employee changing titles after the signing of this Agreement whose former title was not subject to the same salary classification/step procedure contained in this Agreement, shall be placed in the salary classification/step which credits the employee with all years of service with the County and as if the employee had received a “satisfactory” evaluation each year.
- F. An employee who is required to work in a higher paid classification than his own shall be certified for such work after he has performed said work for two (2) consecutive weeks, or for more than three (3) separate five (5) consecutive day periods during a calendar year, spending at least fifty percent (50%) of his time in activities under the higher paid job. Employees undergoing on-the-job training will not be considered as performing work in a higher paid classification. Such on-the-job training will not exceed twelve (12) consecutive weeks. Any employee undergoing on-the-job training will be paid at the rate of his own classification.

ARTICLE VI cont'd

- G. Those employees who, as a requisite of employment, are required by the County to wear specified uniforms (as opposed to conforming to a specified reasonable dress code) shall either be furnished those uniforms or receive a uniform allowance as set forth below.

Uniform allowances shall be pro-rated based upon the actual numbers of weeks on active pay status. The County will keep a record of the title or persons required to wear uniforms and will furnish a list to the Union President annually upon request. At the County's option, the County may provide uniforms and the maintenance thereof. If such option is exercised, the uniform maintenance allowances of this Section shall not be applicable.

1. Employees required to wear uniforms which are not supplied by the employer shall be granted a uniform allowance of \$300 per year for 2003 which shall increase to \$325 per year effective the first pay period of 2004 except that employees working at the Youth Center and/or the Communications Center shall receive a uniform allowance of \$600 per year effective the first pay period of 2004 which shall increase to \$650 per year effective the first pay period of 2005, and shall increase to \$700 per year effective the first pay period of 2006.
2. Employees required to wear smocks or lab coats or designated County issued shirts will receive one hundred dollars (\$100) per year which shall increase to one hundred and twenty-five dollars (\$125) per year effective the first pay period of 2004.
3. Employees required to wear smocks over work pants shall receive three hundred dollars (\$300) per year which shall increase to three hundred and twenty-five dollars (\$325) per year effective the first pay period of 2004.
4. Employees required to wear tailored uniforms which are furnished by the employer shall receive two hundred and fifty dollars (\$250) for cleaning purposes which shall increase to three hundred dollars (\$300) per year effective the first pay period of 2004, and increase to three hundred and fifty dollars (\$350) per year the first pay period of 2006.
5. Employees required to wear work shoes not supplied by the County shall receive one hundred and fifty dollars (\$150) per year.
6. Building Maintenance Workers required to wear winter jackets that would not normally be worn outside the work place shall receive one hundred dollars (\$100) per year which shall increase to two hundred dollars (\$200) per year effective the first pay period of 2004.

ARTICLE VI cont'd

7. Employees working in the County Medical Examiner's Office shall receive three hundred dollars (\$300) per year uniform allowance.

Any employee who reports to work out of uniform will be subject to disciplinary action.

- H. Salaries authorized under this Agreement shall be interpreted as exclusive of maintenance costs (rooms and meals) for employees, where applicable. All employees at the Hospitals shall be treated equally as far as practicable in regard to lunch hours.

- I. Employees covered under this Agreement will receive pay changes or increases as follows:

1. Effective first pay period of 2003 – 4% pay increase on the hourly rate.
2. Effective first pay period of 2004 - 4% pay increase on the hourly rate.
3. Effective first pay period of 2005 - 3.5% pay increase on the hourly rate.
4. Effective first pay period of 2006 - 3.5% pay increase on the hourly rate.
5. Effective first pay period of 2007 – 3.5% pay increase on the hourly rate.

- J. The employees hired during calendar year 1981 will receive the 1978 annual salary as modified by Paragraph I. Employees hired during calendar year 1982 will receive the 1981 annual salary for the job classification unadjusted by the salary increment provided during 1982 in Paragraph I. All employees who are below Class III in salary classification shall be subject to the step procedure as set forth below and shall be entitled, if qualified, to receive annual pay increments in addition to those as provided in Paragraph I above.

1. The County shall institute a performance evaluation system beginning January 1, 1987 for employees covered by this Agreement.
2. Commencing January 1, 1987, all employees below Class III, on or about their anniversary date, shall begin the first step in the evaluation system by mutually establishing the performance description and performance standards for their position with their supervisor. If there is no mutual agreement, the supervisor shall have the right to establish the performance standards and performance description.
3. All employees will be evaluated on or about their anniversary date beginning in 1988 and the economic effect, if any, of the step procedure will be implemented effective on the employee's anniversary date beginning in 1988.

ARTICLE VI cont'd

4. Commencing in 1989, employees seeking the economic benefit of the step program shall be required to achieve a performance level of "satisfactory" or above in accordance with the procedures outlined below. The performance standards to be applied shall be as follows:
 - a. Beginning in 1989, all employees covered by this Agreement who were hired between January 1, 1979 and December 31, 1981, shall have applied to them a performance standard of "satisfactory" or above, on their anniversary date during the year 1989 and thereafter in order to move up one step. For the year 1989, all employees hired since January 1, 1982 must achieve a performance standard of "better than satisfactory" or higher in order to move up one step.
 - b. Beginning in 1990, all employees covered by this Agreement who were hired between January 1, 1982 and December 31, 1984 shall have applied to them a performance standard of "satisfactory" or above on their anniversary date during the year 1990 and thereafter in order to move up one step. For the year 1990, all employees hired since January 1, 1985 must achieve a performance standard of "better than satisfactory" or higher in order to move up one step.
 - c. Beginning in 1991, all employees covered by this Agreement shall have applied to them a performance standard of "satisfactory" or above on their anniversary date during the year 1991 and thereafter in order to move up one step.
5. No employee may move more than one step in the step procedure per year.
6. All employees who hold a title where there exists a minimum and maximum salary within each salary classification shall effective on their anniversary date in 1988, have their salaries adjusted so as to receive the maximum salary for their salary classification. All minimum salaries for these positions shall be eliminated as of December 31, 1988. All employees so affected shall begin the performance evaluation system as set forth in paragraphs 2 through 5 above beginning on their anniversary date in 1988 and the economic effect, if any, of the step procedure for these employees will be implemented effective on the employee's anniversary date beginning in 1989.
7. The provisions in Paragraph 4 above shall be subject to Article XXV, Grievance Procedure through and including Step Three only.
8. Step Procedure - Existing Classification

(Present Class I)

Step 1

ARTICLE VI cont'd

(Present Class II)	Step 2	3.75% increase
	Step 3	3.75% increase
	Step 4	3.50% increase
(Present Class III)	Step 5	3.50% increase
	Step 6	top step on salary schedule

9. Resource Center and OneStop evaluations will be due thirty (30) days after receipt of the performance statistics from the state.
- K. Employees holding a title permanently, or provisionally for two years or more, who are laid off by the County and later recalled within seven years will receive the same salary classification as they had immediately prior to layoff, and irrespective of whether the former title was covered by the Agreement. Employees of the judiciary who were covered by this Agreement at the time they transferred to state employment as part of the state takeover of the courts shall be entitled to the benefits of this provision.
- L. Whenever an employee's wages are increased as a result of an increase in hours, such increases shall be implemented immediately on the effective date of the increase.
- M. Employees who are members of the Emergency Response Team at the Division of Health and who are on call during non-scheduled work hours shall receive \$.75 per hour for such on-call time. Employees performing HazMat response duties shall receive an additional two thousand dollars (\$2,000) added to the base salary for their title.
- N. All titles which are designated "bilingual" shall be paid a minimum of \$500 more per year at the top step of the salary step procedure beginning with the first pay period of 2000 than the same title without the bilingual designation. Where a bilingual title exists but is vacant and the salary for that title is more than \$500 higher at the top step of the salary step procedure than the same title without the bilingual designation, the salary for the bilingual title shall be reduced so as to establish the \$500 differential at the top step of the salary step procedure.
- O. Effective pay period one of 2000, any shift employee working in a 24 hour operation at the Communication Center who is the A.O.I.C. and is designated to act as Lieutenant or is the Lieutenant and designated to act as Watch Commander shall be paid the rate applicable to that of the higher position for all hours spent working in the higher capacity so long as it exceeds one hour per shift.

ARTICLE VI cont'd

P. Any shift employee working in 24 hour operations who possesses the appropriate certificates to function as a call taker and dispatch both police and fire/ambulance shall receive a five hundred dollar (\$500) stipend annually. Any PST working at the Communications Center who is a certified training officer shall receive a \$300 stipend annually. The selection of future certified training officers shall be at the discretion of management.

Q. A new salary shall be established for state certified Alcohol and/or Drug Abuse Counselor titles, up to and including the Principal title in the series, which shall be \$300 more per year, on base, above the Alcohol and/or Drug Abuse Counselor titles.

ARTICLE VII
INSURANCE

A. The County may continue its self-insurance program or utilize an insurance carrier so long as substantially similar benefits as exist under the 1979 contract are provided, except as provided below:

1. Effective upon the signing of this Agreement, the prescription co-pay for employees shall be as follows:

<u>Employee Salary</u>	<u>Retail Co-pay</u>		<u>Mail Order Co-pay</u>	
Under \$30,000	Brand Name	10%	Brand Name	10%
	Generic	7%	Generic	7%
	Minimum Co-pay- \$3		Minimum Co-pay - \$6	
	Maximum Co-pay:		Maximum Co-pay:	
	2004 - \$12		2004 - \$13	
	2005 - \$14		2005 - \$15	
	2006 - \$16		2006 - \$17	
	2007 - \$18		2007 - \$19	

Maximum out of pocket cost to employee per year, per prescription card (includes costs for all dependents covered by the card):

	2004 - \$600
	2005 - \$650
	2005 - \$700
	2006 - \$750

<u>\$30,000 up to \$50,000</u>	<u>Retail Co-pay</u>		<u>Mail Order Co-pay</u>	
\$30,000 up to \$50,000	Brand Name	11%	Brand Name	11%
	Generic	8%	Generic	8%
	Minimum Co-pay -\$3		Minimum Co-pay - \$6	
	Maximum Co-pay:		Maximum Co-pay:	
	2004 - \$14		2004 - \$15	
	2005 - \$16		2005 - \$17	
	2006 - \$18		2006 - \$19	
	2007 - \$20		2007 - \$21	

ARTICLE VII cont'd

Maximum out of pocket cost to employee per year, per prescription card (includes costs for all dependents covered by the card):

2004 - \$850
2005 - \$900
2006 - \$950
2007 - \$1,000

<u>Employee Salary</u>	<u>Retail Co-pay</u>	<u>Mail Order Co-pay</u>
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\$50,000 to \$70,000	Brand Name	12%	Brand Name	12%
	Generic	9%	Generic	9%

Minimum Co-pay - \$3	Minimum Co-pay - \$6
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Maximum Co-pay:	Maximum Co-pay:
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2004 - \$16	2004 - \$17
2005 - \$18	2005 - \$19
2006 - \$20	2006 - \$21
2007 - \$22	2007 - \$23

Maximum out of pocket cost to employee per year, per prescription card (includes costs for all dependents covered by the card):

2004 - \$1,300
2005 - \$1,500
2006 - \$1,700
2007 - \$1,800

Over \$70,000	Brand Name	16%	Brand Name	16%
	Generic	11%	Generic	11%

Minimum Co-pay - \$5	Minimum Co-pay - \$8
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Maximum Co-pay:	Maximum Co-pay:
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2004 - \$18	2004 - \$20
2005 - \$20	2005 - \$22
2006 - \$22	2006 - \$24
2007 - \$24	2007 - \$26

ARTICLE VII cont'd

Maximum out of pocket cost to employee per year, per prescription card (includes costs for all dependents covered by the card):

2004- \$1,600
2005 -\$1,800
2006 -\$1,900
2007 -\$2,000

The percentage co-pays set forth above are based on the retail and/or mail order cost to the County for the prescription purchased. Only one co-pay shall be charged for a mail order prescription for up to a ninety (90) day supply.

After the retail purchase of three (3) consecutive months of a maintenance prescription drug, the prescription co-pay for such maintenance drug thereafter shall be twenty-five percent (25%) of the retail cost to the County for the prescription purchased, with no maximum, if not ordered through the available mail-in procedures. However, if the prescription drug cannot be prescribed for ninety (90) days or cannot be mailed then the employee shall pay only the appropriate co-pay (generic or name brand as set forth above). The decision of the County to require a maintenance prescription drug co-pay shall be appealable through the grievance procedure.

2. Employees and their dependents are encouraged to use generic prescription drugs. If a drug is on the state formulary list and the doctor does not specify that only a brand name may be used, the pharmacist will substitute the generic equivalent, if available. If the doctor specifies "dispense as written", the pharmacist must dispense whatever is specified and the participant shall pay only the co-pay. If the participant, however, specifically requests a brand name, the participant shall pay the difference in price between the generic and non-generic prescription drug in addition to the co-pay.
3. Employees are encouraged to utilize the services of "Preferred Providers". The County will be responsible for designating such "Preferred Providers". This program is strictly voluntary and shall not reduce the level of benefits currently provided pursuant to the County's self-insured health benefit program.
 - a. Employees will be advised by the County of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one (1) full year.

ARTICLE VII cont'd

- b. Certain other "Preferred Providers" as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.
 - c. Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in an HMO program.
- 4.
- a. In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted, the County will only pay for fifty percent (50%) of the total cost of said surgery and all related treatment and services. Participants contemplating elective surgery which requires a second opinion must contact the administrator of the County's Self-Insured Benefits Program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

ELECTIVE PROCEDURES REQUIRING SECOND OPINION

- 1. Bunionectomy
- 2. Cataract Removal
- 3. D & C (Dilation and Curettage)
- 4. Hemorrhoidectomy
- 5. Herniorrhaphy
- 6. Hysterectomy
- 7. Knee Surgery
- 8. Spinal and Vertebral Surgery
- 9. Ligation and Stripping of Varicose Veins
- 10. Mastectomy or other Breast Surgery
- 11. Prostatectomy
- 12. Submucous Resection
- 13. Tonsillectomy and/or Adenoidectomy

ARTICLE VII cont'd

- b. All hospitalizations of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants or their attending physicians must contact the Pre-certification Administrator to arrange for this pre-certification. Denial decisions by the Certification Administrator may be appealed to the County Director of Insurance who shall be bound by the employee's doctor, which doctor will have the final say as to the necessity and length of hospital stay for the selected procedure. If any employee does not follow this procedure, the County's self-insured plan will only pay fifty percent (50%) of the costs associated with the selected procedure.
5. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program 9.11Y when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

PROCEDURES WHICH MUST BE PERFORMED ON AN OUTPATIENT BASIS

1. Tonsillectomy and/or Adenoidectomy
2. Simple hernia repair
3. Excision of skin lesions and cysts
4. Minor gynecological procedures
5. Cataract Removal
6. Dilation and Curettage
7. Tubal Ligation
8. Knee Surgery
9. Bunionectomy
10. Submucous Resection
11. Biopsies
12. Correction of Hammer Toe
13. Removal of Foreign Body
14. Vasectomies
15. Bronchoscopy
16. Laryngoscopy
17. Minor Fractures

ARTICLE VII cont'd

6. Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.
7. There will be no benefits paid under the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.
8. Participants in the County's self-insured health benefit program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program, which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error, up to a maximum of \$1 00 per bill.
9. When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.
10. Effective January 1, 1993, Mental Health and Substance Abuse benefits under the County's self-insured health benefits program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.
11. Effective January 1, 1993, benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
12. Effective January 1, 1993, the County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or retirees claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the

ARTICLE VII cont'd

amount that the self-insured plan would normally cover - as if it were the primary plan.

13. All employees hired between November 25, 1992 and prior to September 5, 1995 shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
1	20%
2	16%
3	12%
4	8%
5	4%
6	0%

All new employees hired between September 5, 1995 and the date this Agreement is signed shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
1	20%
2	18%
3	16%
4	14%
5	12%
6	10%
7	8%
8	4%
9	0%

All new employees hired after the date this Agreement is signed shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
1	20%
2	20%
3	17%
4	17%
5	13%
6	13%
7	10%

ARTICLE VII cont'd

8	10%
9	10%
10	10%
11	0%

The above co-pays for employees hired after the signing of this Agreement shall be limited to five percent (5%) of the employee's gross base pay.

Prior periods of employment with Camden County and/or affiliated organizations shall count as "Years of Employment" for the purpose of determining the appropriate co-pay set forth above.

14. Employees retiring with twenty-five (25) or more years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system, and employees retiring on an accidental disability pension, shall continue to receive fully paid health and prescription benefits.

Employees retiring at age 62 or older with at least fifteen (15) years of service with Camden County and /or affiliated organizations; or retiring with at least ten (10) years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system,; or retiring on an ordinary disability pension, shall continue to receive health and prescription benefits subject to the following co-pays:

<u>Years of Employment</u>	<u>Percentage Co-pay</u>
10 up to 15	25%
15 up to 20	20%
20 up to 25	5%

Prior years of employment with Camden County and/or affiliated organizations shall count as "Years of Employment" for the purpose of determining the appropriate co-pay set forth above.

Any participant who is ineligible for retirement and who ceases to be employed by the County for any reason other than termination for disciplinary reasons may purchase such health benefits for a period not to exceed one hundred and twenty (120) days at a cost of fifty percent (50%) of the County's actual cost. Any retiree age sixty-five (65) or older who is receiving health benefits from the County through an HMO must enroll in a Medicare plan, if available, no later than three (3) months after retirement, and remain enrolled so long as the Medicare plan is equal to or better than the traditional HMO being provided. Retirees may change their health care provider during the annual open enrollment period or if they relocate to an area which is not served by their current provider.

15. The yearly deductible applicable to those employees enrolled in the County'

ARTICLE VII cont'd

traditional health insurance plan shall be \$200 for single coverage/\$300 for family coverage.

- B. The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age 65, but only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the term of this Agreement.
- C. The County will pay health insurance premiums for a plan providing benefits as required in Section A above for a County employee who has retired after twenty-five (25) years of service with the County. Any retiree age 65 or older who is receiving health benefits from the County through an HMO must enroll in a Medicare plan, if available, no later than three (3) months after retirement, and remain enrolled so long as the Medicare plan is equal to or better than the traditional HMO being provided. Retirees may change their health care provider during the annual open enrollment period or if they relocate to an Area which is not served by their current provider.

D.

- 1. The County will pay or cause to be paid to the Council #10 Health and Welfare Fund the sum of \$350 per year for each employee who is a member of the representative or for whom the representative is the bargaining agent.
- 2. The Representative agrees to save and hold harmless the employer from any liability arising out of the administering of the fund to which this sum shall be paid on behalf of each employee as stated above, and further agrees to make available to the employer audits or reports dealing with said funds on June 30, 1983, and each June 30th thereafter.

E. Eligible employees covered by this Agreement may choose, in writing, at any time, to participate in the "Optional Health Benefits Program" ("opt out"). Participation in this program is totally voluntary and is intended for those eligible employees who are covered by health insurance through a working spouse who is not also employed by the County or who choose not to maintain the County's health coverage. Employees who hold elective office and are receiving health insurance benefits as a result of their elected office and employees who are receiving health insurance benefits as a result of their retirement from another public entity in New Jersey are not eligible for opt out.

No health and/or prescription opt out is permitted for spouses or dependents if both are on the County payroll and would otherwise be eligible for benefits. However, such employees who are currently receiving opt out will be permitted to continue to receive an opt out payment until the first pay period of 2008, in declining percentage amounts over the term of this contract as follows. Upon the signing of this Agreement, these employees will receive 80% of the amount they otherwise would have been paid as set forth in

Section E(3) below. Effective the first pay period of 2005, they will receive 60% of the opt out amount they would otherwise have received. Effective the first pay period of 2006, that amount will be reduced to 40% and effective the first pay period of 2007, the amount will be reduced to 20%. Effective the first pay period of 2008 and thereafter, their opt out payment will cease in entirety. This schedule for the reduction and elimination of opt out payments for such employees will be applicable to both active employees and those who retire during the term of this Agreement.

1. If an eligible employee chooses to participate in this program and drops employee and/or spouse and/or dependent coverage, the eligible employee shall receive a monetary incentive.
2. Eligible employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an eligible employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will restore the employee, his or her spouse and/or dependents to coverage under the County's Self-Insured Plan for the remainder of that year, effective the first day of the following month. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment period. The employee can opt out any time during the year but must remain in the program for one full year.
3. All employees who are entitled to receive opt out and are not subject to the phase out set forth above and who elect to participate shall be paid the following amounts on a monthly basis:

Health Insurance

<u>Change in Coverage</u>	<u>Opt Out Amount Paid</u>
From Family to No Coverage	\$415.83
From Parent/Child to No Coverage	242.13
From Husband/Wife to No Coverage	307.94
From Single to No Coverage	143.16
From Family to Parent/Child Coverage	173.70
From Family to Husband/Wife Coverage	107.89
From Family to Single Coverage	272.68
From Parent/Child to Single Coverage	98.98
From Husband/Wife to Single Coverage	164.79

Prescription Benefits

From Family to No Coverage	174.33
From Husband/Wife to No Coverage	174.33

ARTICLE VII cont'd

From Parent/Child to No Coverage	102.63
From Single to No Coverage	60.29
From Family to Parent/Child Coverage	71.71
From Family to Single Coverage	123.04
From Parent/Child to Single Coverage	42.34

4. The incentive payments provided shall be paid monthly and appropriate deductions shall be made from the gross incentive amount.

5. The optional health benefits program shall be available to all new eligible employees on their hire date and shall be available to all eligible current and prospective retirees under the same terms and conditions applicable to active employees.

6. The incentive shall begin to be paid to the eligible employee no later than one month after the effective date of the option.

F. Effective January 1, 1993, the County of Camden will join or otherwise implement the terms of the New Jersey Temporary Disability Program for all employees.

ARTICLE VII cont'd

G. All participants in an HMO shall be subject to a five dollar (\$5.00) co-pay for all visits to a primary physician. Effective upon the signing of this Agreement, all participants in an HMO and the PPO shall be subject to a ten dollar (\$10) co-pay for all visits to a primary physician and a co-pay of fifteen dollars (\$15) for all visits to a specialist

H. Effective January 1, 1999, the County shall provide as a covered benefit (1) mammograms once yearly for all female employees and/or dependents over age forty, or more frequently, or at an earlier age, if a physician so prescribes; and (2) pap smears of the type prescribed by the employee's or dependent's physician once annually or more often as prescribed by employee's or dependent's physician because of a particular medical condition and/or family history.

I. Effective upon the signing of this Agreement, employees shall be responsible for extra costs, up to a maximum of \$3,000, incurred by the County if there is a change in an

employee's life status (divorce, death of spouse, etc.) which would affect their health and prescription benefits and the employee does not report it to the County Insurance Division within 90 days of the event.

- J. The County shall implement a Section 125 Premium Conversation Plan which will permit the payment of certain employee contributions in pre tax dollars.
- K. Effective upon the signing of this Agreement, County employees who are the dependents of another County employee, and who are otherwise eligible for health benefits, must chose one type of health benefit coverage only.
- L. Effective January 1, 2003, the County shall provide as a covered benefit all prescription contraceptive medications and devices.

ARTICLE VIII
SICK LEAVE WITH PAY

- A. Sick leave may be used by employees who are unable to work because of personal illness or injury; exposure to contagious disease; care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; or death in the employee's immediate family, for a reasonable period of time.
- B. The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, stepchild, grandchild, grandmother, grandfather, foster child, legal ward, legal guardian, and other relatives residing in the employee's household. With the exception of brother-in-law, sister-in-law and stepchild, the above definition is intended to be the same as the definition of "immediate family" set forth in Section 4A of the New Jersey Administrative Code and shall be modified to conform with any changes, additions or deletions made to the Code.
- C. Any shift employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one and one half (1 ½) hours before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Other employees will provide the notification within sixty (60) minutes of their scheduled starting time. Failure to give such notice may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.
- D. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and one and one-quarter (1 ¼) days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. Sick leave must be earned before being taken.
- E. If any employee is absent for five (5) consecutive work days (or after fifteen (15) days sick leave in anyone (1) year for any reason set forth in the above rule), the County may require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate.
- F. At the discretion of the Department Head, the employee seeking sick leave for personal illness or injury may be required to submit medical evidence to substantiate his/her request so long as the employee is advised in advance of the requirement. Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the employee will suffer a loss of his pay for any authorized time period. In the event the employee has exhausted his accumulated sick leave and is sick, the absence may be charged to the employee's vacation, if any, provided that the employee agrees and further provided that such use of vacation time will not be used to circumvent either the

ARTICLE VIII cont'd

provisions or the intent of Article XXII, Strikes and Lock-outs.

- G. Abuse of sick leave will be cause for disciplinary action.
- H. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
- I. Full-time temporary employees in the County service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- J. Beginning in year 2000, employees regularly assigned to shifts in 24 hour operations may sell back their unused accumulated sick time up to a maximum of 15 days per year at their current rate of pay. Employees must submit their request to sell back accumulated sick time by December 1 of the current year. Payment shall be made by the County no later than January 15 of the following year. These employees have the right to elect to continue accumulating sick leave as per civil service rules or take cash payment as provided above.
- K. Any employee who terminates service with the County with at least twenty-five (25) years of service and who is 55 years of age or older shall be entitled to lump sum terminal leave pay equal to one half of the employee's earned and unused sick leave multiplied by his/her current rate of pay up to a maximum of \$23,000.
- L. Effective January 1, 1996, employees who do not use sick time in any calendar quarter of the year shall earn one (1) additional vacation day for each quarter where there is no sick time used. Employees who use no sick time at all during any calendar year shall earn a total of five (5) additional vacation days for that year. Additional vacation days earned shall be credited to the employee's account as of January 1st of the following year. All vacation leave taken in that year shall be initially charged against this additional earned vacation leave, and then against earned vacation leave pursuant to Article XXI. No employee shall be entitled to earn additional vacation time in any quarter if during that calendar year the employee used 15 days of sick leave, unless that sick leave was used in conjunction with a hospital stay of three (3) days or more. Additional vacation time earned must be used within two (2) years of its being credited or it will be lost. The provisions of this Section shall not be applicable to shift employees working in a 24 hour operation.

ARTICLE IX
MILITARY LEAVE

A permanent employee who enters upon active duty in the United States Military Service in time of war or emergency or who is actively engaged in Reserve or National Guard duty will be granted a leave of absence in accordance with law.

ARTICLE X
JURY DUTY

A. Employees shall be given time off without loss of pay when performing Jury Duty in the following circumstances:

1. In State Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.
2. In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5.00) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5.00) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the County Treasurer's office.

B. Employees assigned to the second or evening shift shall be given their shift off without loss of pay when performing jury duty. Employees assigned to the 11 pm to 7 am shift at the Youth Center and to the 7 pm to 7 am shift at the Communications Center shall receive the shift off which precedes their jury duty unless the employee is scheduled off for that shift in which case the employee will receive the succeeding shift off.

ARTICLE XI
COURT TIME

- A. Employees shall be given time off without loss of pay when commanded to appear as a witness and not a party before a court, legislative committee, or judicial or quasi-judicial body.

- B. The provisions of Section A above shall not apply for appearances by an employee in connection with any activities noted in Article XXII.

ARTICLE XII
EMERGENCY LEAVE

Employees shall be given time without loss of pay when performing civilian duty in relation to national defense or other emergency when so ordered by the Governor of the State of New Jersey or the President of the United States.

ARTICLE XIII
BEREAVEMENT LEAVE

- A. In the event of the death of an employee's mother, father, spouse, child, foster child, stepchild or step parent the employee shall be granted five (5) days off without loss of pay, one of which shall be the day of death or day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.

- B. In the event of the death of an employee's mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother, or sister the employee shall be granted three (3) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.

- C. In the event of the death of an employee's brother-in-law or sister-in-law, the employee shall be granted two (2) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.

ARTICLE XIV
MATERNITY LEAVE

Employees on maternity leave shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and through the period of disability as certified by an acceptable medical provider, in conjunction with any rights the employee may have under the state and federal family medical leave acts.

- A. Requests for maternity leave shall be made in writing no later than the third (3rd) month of pregnancy.
- B. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work providing the attending physician approves and so advises in writing.
- C. Such employees shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional time beyond the one (1) month period shall be granted for reasons of the employee's individual health upon presentation of a doctor's certificate setting forth the necessity therefore.

ARTICLE XV
PERSONAL DAYS

- A. All bargaining unit employees shall enjoy four (4) personal days per year for personal, business, household, or family matters described in this Article. Personal days shall be non-accumulative. Employees working in the Surrogate's Office shall receive three (3) such personal days.
- B. Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work day.
- C. Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.
- D. Request for a personal day along with the reasons therefore, must be submitted at least three (3) full working days in advance and is subject to approval of the employee's supervisor. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the workday. Personal leave will not be granted if it interferes with the manpower needs of the department.
- E. A personal emergency day shall not be granted for a day preceding or following holidays or vacations.
- F. Those employees working a twelve (12) hour shift and who are employed at the Camden County Communications Center shall receive twelve (12) hours for one of the four (4) personal days referred to in Section A of this Article.

ARTICLE XVI
FRINGE BENEFITS

- A. Each employee shall be entitled to one fifteen (15) minute break for each half-day period of work (morning and afternoon and equivalent periods of shift work). Unused break times shall not be credited or accumulated.
- B. Employees required to travel on authorized, necessary County business and who are required to use their personal vehicle shall be reimbursed at the applicable IRS rate a mile plus out-of-pocket expenses.
- C. Where employees, as a condition of their job, are required to use their vehicles for official County business, said employees will declare such use on their application for automobile liability insurance. Upon presentation by them of an invoice from their insurance carrier evidencing an increased premium for business coverage, the County will pay ten dollars (\$10) to the affected employee on an annual basis.
- D. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month.
- E. An employee who is assigned to work at a location outside Camden County shall be reimbursed at the applicable IRS rate per mile for the distance between the Camden County border and the assigned work location, to be calculated based on the most direct route from the employee's regular Camden County work location and the assigned out-of-County site.

ARTICLE XVII
SENIORITY

- A. Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire. Employees who are laid off by the County and are subsequently re-employed by the County in any capacity within seven years of the effective date of layoff shall receive seniority credit for all time worked for the County prior to layoff with respect to all provisions of this Agreement.
- B. An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when he was not employed by the Employer.
- C. For employees with the same total length of service, seniority preference shall be given in alphabetical order of the employee's last name.
- D. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Representative upon request.
- E. Except where New Jersey Civil Service statutes require otherwise, in cases where provisional promotions, demotions, lay-offs, recalls, and vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved and further provided that the exercise of such will have no adverse effect on productivity.

ARTICLE XVIII
HOLIDAYS

- A. The following National Holidays are recognized as paid holidays when celebrated as holidays: New Year's Day; Martin Luther King Day; Presidents Day; Good Friday; Memorial Day; Fourth of July; Friday before Labor Day; Labor Day; Columbus Day; General Election Day; Veterans' Day; Thanksgiving Day; and Christmas Day.
- B. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.
- C. It is understood that there shall be only one (1) day of celebration in the event the holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration.
- D. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday. This shall not apply to employees working in 24 hours operations at the Communications Center or the Youth Center.
- E. When the Board of Freeholders declare by formal action a day off for all County Employees, those who are required to work on such a day off shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other Representative Associations or Unions. Employees who work more than one half the day will receive a whole day as compensatory time. The granting by the Board of Freeholders of a day off or a holiday in addition to those enumerated in Section A shall not be considered as a precedent and is subject to Freeholder approval each and every time such day off or holiday is granted.
- F. In order to be eligible to receive holiday pay as set forth in Article IV, Paragraph B, an employee must work the day before and the day after the holiday, unless he or she is specifically scheduled to be off because of assignment to a continuous operation shift or the employee is on an approved leave. If an employee is serving a suspension on a day before or a day after a holiday and as a result is disqualified from receiving holiday pay under this Section, the holiday shall be counted as a day of suspension.
- G. Those employees who are required by law to be off on Lincoln's and Washington's birthdays shall receive those days as paid holidays instead of President's Day, and shall be entitled to three (3) personal days under Article XV, Section A except as modified in that Article and Section.

ARTICLE XIX
LONGEVITY

Effective the first pay period of 1998, employees had their longevity pay added to their base pay. For purposes of this conversion, employees were entitled to longevity pay added to their base in an amount one level higher than they would ordinarily be entitled to based on their years of service. Employees who had more than 20 years of service were entitled to a maximum of \$1,600.

ARTICLE XX
DIFFERENTIAL PAY

A.

1. Employees permanently assigned to the 2nd shift will be compensated at an additional rate of 10% of the hourly rate provided such employee's regular work day schedule is seven (7) or more hours.
2. Employees permanently assigned to the 3rd shift shall be compensated at an additional rate of 8% of the hourly rate, provided such employee's work day schedule is seven (7) or more hours.
3. If an employee's hours of work overlap between the 1st and 2nd shift, for the convenience of the employer, differential pay shall be paid for those hours.
4. Effective the first pay period of 1996, housekeeping employees permanently assigned to positions on the second shift shall receive shift differential equal to an additional five percent (5%) of their hourly rate which differential shall increase to ten percent (10%) of their hourly rate effective the first pay period of 1997.

ARTICLE XXI
VACATIONS

- A. Employees in the County Service, except for shift employees employed in a 24 hour operation, shall be entitled to vacation as follows beginning in year 2000:
1. Permanent full-time employees in the County service shall be entitled to the following annual vacation with pay:
 - a. Up to one year of service, one working day for each month of service.
 - b. After one year and up to ten years of service, twelve (12) working days vacation.
 - c. After ten years and up to fifteen years of service, eighteen (18) working days vacation.
 - d. After fifteen years and up to twenty years of service, twenty (20) working days vacation.
 - e. After twenty years and up to twenty-five years of service, twenty-five (25) working days vacation.
 - f. After twenty-five years of service, twenty-eight working days vacation.
 2. Temporary full-time employees in the County Service shall be entitled to vacation leave to the same extent such leave is provided for permanent employees.
 3. Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the above schedule.
 4. Shift employees employed in a 24 hour operation shall be entitled to the following annual vacation with pay based upon prorated vacation entitlement as defined in Article III Section F if applicable.
 - a. Up to one year of service, one (1) working day's vacation for each month of service.
 - b. After one year and up to ten years of service, twelve (12) working days vacation.

ARTICLE XXI cont'd

- c. After ten years and up to twenty years of service, eighteen (18) working days vacation.
 - d. After twenty years of service, twenty-five (25) working days vacation.
- B. In order to exercise seniority, vacation requests shall be submitted by the employee to his or her Department Head by April 1st so that the Department Head can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1st will result in a loss of seniority preference for the employee. The scheduling of all vacations is subject to approval of the employee's Department Head. For vacations of one (1) week or longer the Department Head will advise the employee of the approval or disapproval of the requested vacation time.
- C. Employees shall be allowed to use vacation time not accrued, in anticipation of continued employment provided that such time is scheduled time with the approval of the Department Head.
- D. If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate.
- E. Vacation time cannot be used for sick time without the express written consent of the employee.
- F. Where in a calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the County may be carried forward into the next succeeding year only and will be scheduled to be taken in the succeeding year. Denial of vacation time, shall be given to the employee in writing. If, in the second year, due to the pressure of work as determined by the County, the employee still has accumulated vacation that will be lost, the employee has a right to sell that time only. Such request shall be made in writing by December 1st. All vacation time taken shall be initially charged against vacation time earned in accordance with Article VIII, Section L, and then against vacation time earned pursuant to this Article.

ARTICLE XXII
STRIKES AND LOCKOUTS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the County. The Union agrees that such action would constitute a material breach of this Agreement.

- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the County, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

- C. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

- D. The County agrees that it will not engage in the lockout of any of its employees.

ARTICLE XXIII
SAFETY AND HEALTH

- A. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health , including, for employees working in the Medical Examiner's Office, Tyvek suits, masks, boots and body bags.

- B. In the case of an emergency, affecting employees covered by this Agreement, declared by local police authorities, it shall be the Employer's duty to notify all Department Heads as soon as possible with respect to an appropriate course of action.

- C. Employees must wear all safety equipment provided to them by the County. Failure to do so shall subject the employee to possible disciplinary action.

ARTICLE XXIV
EQUAL TREATMENT

- A. The County and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.
- B. The County and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the County or the Union against any member because of member's membership or non-membership or activity or non-activity in the Union.
- C. The County may establish reasonable and necessary rules of work and conduct for employees. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established as provided by N.J.S.A.34:13A-5.3.
- D. This Agreement shall be equitably applied to all employees covered by this Agreement.
- E. The Union as well as the affected employee shall receive a copy of any disciplinary action and attachment(s) which are placed in an employee's file. All employees shall have the right to review their personnel files upon reasonable request.

ARTICLE XXV

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department. The County and the Union will meet periodically at either party's request to discuss and try to settle as many grievances as possible prior to a hearing at Step 3. Both parties commit to settle outstanding grievances without the time and expense of having to go through the process below.

- C.
 - 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the County, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.

 - 2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The aggrieved or the Union shall institute action under the provisions hereof within fourteen (14) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within fourteen (14) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within fourteen (14) calendar days thereafter to the designated County representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The designated County representative will answer the grievance in writing within fourteen (14) calendar days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the designated County Representative, such appeal shall be presented in writing within fourteen (14) calendar days thereafter to the Division of Human Resources to be scheduled for a hearing before a County designated Hearing Officer. The County and the Union shall attempt to agree on which matters are scheduled for presentation to the County Hearing Officer on each hearing date. If no agreement is reached, each party shall have the right to designate fifty percent (50%) of the matters to be heard.

Step Four: If either party wishes to appeal the decision of the Labor Relations Committee, such appeal shall be presented in writing to the County Administrator within fourteen (14) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The County Administrator, or his designee, shall respond in writing to the grievance within twenty (20) calendar days of the submission. In the case of Court employees, appeal at this step shall be to the Assignment Judge, whose decision shall be final.

Step Five: If the grievance is not settled through Steps One, Two, Three, and Four, either party shall have the right within fifteen (15) work days to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the County and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E.
1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding on the parties.

ARTICLE XXV cont'd

- F. Upon prior notice to and authorization of the County Administrator, the designated Union Representative shall be permitted to confer with members of the Grievance Committee, employees, and other County officials on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County of Camden or require the recall of off-duty employees.
- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, or if the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.
- H. In the event that the aggrieved elects to pursue remedies available through the Civil Service or EEO or Civil Rights complaint procedures, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Administrator on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.
- I. The Union Representative will notify the Labor Relations Committee in writing of the name of the employee who is designated by the Representative to represent employees under the grievance procedure. The employee so designated by the Representative will be permitted to confer with other representatives, employees, and with the committee representatives regarding matters of employee representation during working hours without loss of pay for periods not in excess of three (3) hours per week in any calendar week.

ARTICLE XXVI
WORKERS' COMPENSATION

- A. When an employee is injured on duty, and meets the qualifications for Workers' Compensation, the employee will receive workers' compensation due him/her plus the difference between the amount received as compensation and net salary during the period of temporary disability, to a maximum of forty-five working days. Employees entitled to Workers' Compensation benefits under this section shall continue to receive a regular paycheck from the County subject to an assignment by the employee of the Workers' Compensation benefits due and payable to him/her for this period.
- B. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive Workers' Compensation. If the employee is entitled to use and authorizes the County to charge time to accumulated sick, vacation or personal leave, the employee may receive the difference between the amount received as Workers' compensation and his/her salary, and shall continue to receive a regular paycheck from the County subject to an assignment by the employee of the Workers' Compensation benefits for such period as the employee has earned time to make up the difference between the Workers' Compensation benefits and his/her salary.
- C. An employee shall be permitted time off from work, including reasonable travel time, with no loss of pay or deduction from the employee's accumulated leave, in order to receive medical treatment when the appointment has been scheduled by the County to take place during the employee's regular work day.

ARTICLE XXVII
GENERAL PROVISIONS

- A. It is agreed that the Board of Freeholders and Council #10 may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given Council # 10 or the Board of Freeholders.

The parties further agree to establish a Labor-Management Committee to meet on a regular basis to discuss issues confronting the County and its work force. Topics shall include, but not be limited to, health care costs, layoffs, and training for displaced employees. The Committee shall consist of a mutually agreed upon number of members with half designated by the County and the other half designated by Council #10.

- B. Employees who are covered by this Agreement shall perform the duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions.
- C. Agents of the Union who are employees of the County of Camden will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as there is no undue interference with the Employer's work. Whenever any employee of the County who is a representative of the Union is mutually scheduled to participate during work hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in regular pay or be charged with sick leave or vacation time. Employees will be allowed to leave their work stations up to one-half (1/2) hour prior to the meetings and will be required to return to their work station at the conclusion of the meeting provided there is at least one and one-half (1 ½) hours of work time remaining.
- D. Delegates of the Union will be permitted to attend New Jersey Civil Service Association meetings and conventions, without loss of pay, in accordance with R.S. 38:23.2.
- E. Part-time employees are those individuals employed under 30 hours per week. Permanent part-time employees will earn vacation time, sick time, and personal days on a pro-rated basis. Temporary or provisional part-time employees do not receive personal days, vacation or sick time. Part-time employees employed under 20 hours per week are not entitled to Health Benefits or prescription plan. No part-time employees are entitled to overtime or earned compensatory time.

ARTICLE XXVII cont'd

- F. The County shall be responsible for printing, in booklet form, this Collective Bargaining Agreement within 60 days of its execution of the parties. The costs of printing will be shared equally by the parties. At least 2,000 copies shall be supplied to Council #10.
- G. Effective upon the signing of this Agreement, the County will require a bargaining unit member assuming the presidency of Camden Council # 1 0 to waive his/her full salary and accept an annual salary of \$7,500 for the duration of the term of office. During such period of time, the County agrees to continue to provide that employee with all health benefits, including prescription and appropriate Health and Welfare contribution and to continue contributions on the employee's behalf to PERS, but shall be obligated to provide no other contractual benefits. At the conclusion of said term of office, the County agrees to reinstate the employee to the then current contractual salary for the employee's title.

The County further agrees, effective November 1, 1993, to provide Camden Council #10 with reasonable office space for the rent of \$1.00 per year in a centrally located County facility.

- H. All announcements for open competitive and/or promotional examinations shall be sent to the Union as soon as possible.
- I. Representatives of the County and Council #10 shall meet, at either party's request, to discuss issues associated with the sell-back of compensatory time.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE XXIX
MANAGEMENT RIGHTS

- A. The County of Camden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, 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 rights:
1. The executive management administrative control of the County government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of work required.
 3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
 7. The County reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

ARTICLE XXIX cont'd

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county, or local laws or regulations.

ARTICLE XXX
FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations, with the sole exception of those items contained in correspondence between Mr. Dorf and Ms. Crangle dated August 31, 1983 and December 2, 1983 respectively concerning twelve hour shift employees; three letters between Ms. Crangle and Mr. Dodson dated September 17, 1986 and a letter between Mr. Bezich and Ms. Crangle dated August 27, 1992 concerning the County's agreement to arrange parking within the City of Camden, at a reduced rate, for up to 200 cars.

- B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXI
DURATION

This Agreement shall be in force and effect as of **January 1, 2003** and shall remain in effect to and including **December 31, 2007**, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

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

County of Camden, New Jersey on this date _____.

For the County of Camden

For Camden Council No. 10

Dated: _____

Dated: _____