

AGREEMENT

Between

CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

SHERIFF

AND

SHERIFF'S DEPARTMENT – P.B.A. LOCAL NO. 277

JANUARY 1, 2003

THROUGH

DECEMBER 31, 2007

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PREAMBLE

This Agreement entered into this ____ day of _____ 2005 by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS AND SHERIFF, hereinafter called "COUNTY", and POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 277, hereinafter called the "P.B.A.", has as its purpose the promotion of harmonious relations between the County and the P.B.A.; 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 P.B.A.

ARTICLE I RECOGNITION

Section 1. The County recognizes P.B.A. as the sole bargaining agent for the Sheriff's Officers, Sheriff's Investigators, Senior I.D. Officers, Sheriff's Officer Sergeants, in the Camden Sheriff's Department for the purpose of establishing salaries, wages, hours and other conditions of employment, listed in the classifications set forth herein, and for such additional classifications as the parties may later agree to include. Specifically excluded from the unit are all Superior Officers (Officers above the rank of Sergeant) in the Sheriff's Department and all other classifications of employees employed by the County of Camden not listed above.

Section 2. The Rules and Regulations of the New Jersey Civil Service Commission that apply to the employees covered by this Contract are hereby acknowledged to be part of this Agreement.

ARTICLE II CHECK-OFF

Section 1. The County agrees to deduct P.B.A. membership dues each month from the pay of those employees who request in writing that such deductions be made. The amounts deducted shall be certified to the County by the Treasurer of P.B.A., and the aggregate deductions of all employees from whom deductions were made.

Section 2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to P.B.A. and copy to the Treasurer of Camden County, and in accordance with the provisions of N.J.S.A.52:14-15.9e, as may be amended. Such revocation shall be effective to all deductions as of January 1, or July 1, next succeeding the date of which such revocation is filled.

Section 3. The P.B.A. 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 reasons of action taken by notice of the P.B.A. to the County or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. or by his expressly designated representative.

ARTICLE II-A AGENCY SHOP

Section 1. The County agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the P.B.A. and to transmit the fee to the majority representative.

Section 2. The deduction shall commence for each employee who elects not to become a member of the P.B.A. during the month following written notice from the P.B.A. 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 Employment Relations Commission.

Section 3. The fair share fee for services rendered by the P.B.A. shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the P.B.A., less the cost of benefits financed through the dues and available only to members of the P.B.A., but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.

Section 4. 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 P.B.A. to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administrations, 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.

Section 5. Prior to January 1, and July 31 of each year, the P.B.A. 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.

Section 6. The P.B.A. shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the P.B.A. 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.

Section 7. The P.B.A. 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 P.B.A. to the County, or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A., advising of such changed deductions.

ARTICLE III SENIORITY

Section 1. (a) Seniority is defined as an employee's length of service with the County. With regard to all incidents of employment, seniority in the department shall be one of the major

factors considered, provided the employees involved have equal ability to perform the work involved and/or the employee involved has the ability to perform the work involved. When bidding for promotion and/or job shift assignment, seniority in the department shall be one of the major factors considered with regard to this procedure, provided the employee has the ability to perform the work involved.

(b) For purposes of bidding for assignments and shifts only, seniority is defined as an employee's length of continuous service as a sworn law enforcement officer of the Camden County Sheriff's Department (i.e., experience as a Sheriff's Officer or Correctional Officer). With regard to all incidents of employment seniority and related college credits will be the only factors considered when bidding for assignments.

Section 2. An employee having broken service with the Camden County Sheriff's Department (exclusive of leave of absence), will not accrue seniority credit for time when not employed by the Sheriff's Department except for bidding purposes for assignments and shifts pursuant to Section 1(b) of this Article.

Section 3. If a question arises concerning two or more employees who were hired on the same date, the following shall apply.

(a) If hired prior to January 1, 1976, seniority preference among such employees shall be determined by the order in which such employees are shown on the County's payroll records, first name, first preference, etc.

(b) For employees hired on the same date after January 1, 1976, preference shall be given in accordance with Civil Service Rules and Regulations, and if not covered therein, then in accordance with the employee's last name in alphabetical order.

Section 4. The County shall maintain an accurate, current seniority roster, containing each employee's date of hire, date of permanent status, classification, and pay rate, and shall furnish copies of the same to P.B.A. annually.

Section 5. (a) When the Sheriff intends to fill vacant positions (other than Civil Service regulated permanent appointments) seniority in the department shall be one of the major factors considered with regard to filling such positions, so long as the employee has the ability to perform the job. Except in the case of an emergency, a notice of the intention to fill the vacant position shall be posted for a period of at least 10 days prior to the date that the vacancy is filled. A copy of such notice shall be provided to the P.B.A. and posted in all places where notices to Sheriff's Officers are regularly posted. Any interested officer may apply to be considered for the positions.

(b) All jobs and assignments, which will be subject to the bidding process set forth in Article XIII, Section 4 shall be bid and assigned pursuant to those assignments and jobs covered by the bidding procedure in Article XIII, Section 4, and the above Section 5(a) will not apply for those jobs which are subject to the bidding process.

ARTICLE IV
WORK SCHEDULES

Section 1. Where the nature of the work involved requires continuous operations on a 24-hour per day, seven days per week basis, employees will have their schedules arranged in a manner which will ensure, on a rotation basis, that all employees in a given title will have an equitable share of weekends off.

Section 2. Employees shall work according to a basic schedule established by the Sheriff.

Section 3. The work schedule will be based on a forty (40) hour work week, and an eight (8) hour day.

Section 4. The workweek shall commence at 12:01 a.m. Sunday and end at 12:00 Midnight Saturday.

Section 5. The tours of duty shall be established by the County, through the Sheriff, and the Sheriff shall have the right, for efficiency of its operations, to make changes in starting and stopping time of the daily work schedule and to vary from the daily or weekly work schedule.

Section 6. One Hundred and Forty-four (144) hours notice shall be given to an employee to transfer to another shift or position.

ARTICLE V
OVERTIME

Section 1. Overtime refers to any time worked beyond the regularly scheduled hours of duty as authorized by a supervisor.

Section 2. Employees shall have the option to taking compensatory time or cash payment for overtime. If any employee chooses compensatory time in any instance, the amount of such time will be computed on the basis as set forth below.

Section 3. Time and one-half the employee's hourly rate of pay shall be paid for work under the following conditions, including shift differential, if any:

(a) All work performed in excess of the employee's regular hours of duty in any one day, and shall be based upon shift differential, if any applicable.

(b) All work performed in excess of the employee's regular hours of duty in any one week and shall be based upon shift differential, if any applicable, for which time and one-half or double time are paid shall not be included in the base weekly hours.

(c) Those employees whose regularly scheduled shift requires them to work a holiday shall receive time and one-half for the hours worked on that holiday in addition to the regular day's pay.

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Section 4. Double time the employee's regular rate of pay (including shift differential, if any) shall be paid for work performed beyond the 16th consecutive hour, and such overtime payment shall include shift differential, if any be applicable.

Section 5. Overtime shall be paid currently or not later than the second pay period after the overtime is performed.

Section 6. Sheriff's Officers assigned to process serving will work a forty hour week, which will include night and weekend hours to fulfill their job functions. Sheriff's Officers assigned as process servers who work more than forty (40) hours per week are entitled to overtime. Any work above forty (40) hours per week must be approved by a supervisor and may include special assignments. Article V, Section 9 applies to Sheriff's Officers assigned as process servers.

Section 7. Any employee who is required to work during periods other than his regularly scheduled shift shall be paid at the overtime rate, including shift differential, if any.

Section 8. Overtime shall be distributed as equitably as possible according to seniority. Acceptance or rejection of overtime will cause the employee's name to be placed at the bottom of the list. Assignment of overtime shall be on a rotation basis. The lists shall be available to the officers and the P.B.A.

Section 9. No employees shall have his work schedule or regular day off schedule changed at any time for the purpose of avoiding payment of overtime: except that the Sheriff shall be entitled to alter work schedules up to a total of six (6) times in each calendar year, for no more than four (4) hours each time, for the purpose of conducting tactical operations, including raids, without having to pay overtime for that four (4) hour period.

ARTICLE VI CALL-IN-TIME

Section 1. Any employee who is required to and returns to work during periods other than his regularly scheduled shift shall be paid at the appropriate rate, plus shift differential, and be guaranteed not less than two (2) hours pay, regardless of the number of hours actually worked. If the employee's call-in-time work assignment and his regular shift overlap, he shall be paid time and one-half for that period worked prior to the regular shift; thereafter, for the balance of his regular work shift, he shall be paid the prevailing rate.

ARTICLE VII RATES OF PAY

Section 1. Salaries – Each employee covered by this Agreement shall be paid in accordance with the below salary guide.

	January 1, 2003	January 1, 2004	January 1, 2005	January 1, 2006	January 1, 2007
Commencing the first year of employment; 1 up to 12 months	33,751	35,135	36,541	38,002	39,522
Commencing the second year of employment; 13 up to 24 months	36,534	38,031	39,553	41,135	42,780
Commencing the third year of employment; 25 up to 36 months	43,719	45,512	47,332	49,225	51,194
Commencing the fourth year of employment; 37 up to 48 months	49,795	51,837	53,910	56,067	58,309
Commencing the fifth year of employment; 49 up to 264 months	58,348	60,740	63,170	65,696	68,324
After 22 years in PFRS and/or PERS	62,432	64,992	67,592	70,296	73,107
SERGEANTS	64,974	67,638	70,343	73,157	76,083
Sergeants after 22 years in PFRS and/or PERS	69,522	72,373	75,268	78,278	81,409

Section 2. An employee who performs work in a higher classification other than his own shall receive higher pay for such work from the first day of work in the higher classification; except that Sergeants will not receive the higher pay until after they have completed two full consecutive weeks (10 working days) in the higher classification. This additional requirement for Sergeants cannot be abused by utilizing such practices as requiring the Sergeant to work nine days in the higher classification, with a short break, and then another period in an effort to avoid the requirement to pay the higher pay. Payment for any time so worked will be made semi-annually in payment periods thirteen and twenty-six.

Section 3. An employee shall be paid at the rate of pay for his own classification performing work in a lower paid classification.

Section 4. During the term of this Agreement, the pay scales will not be reduced unless by the mutual consent of the parties to this Agreement.

Section 5. When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by his old title) from one class of title to another having a higher salary, then his salary shall be adjusted to receive the lowest rate of any employee holding that title, to which the promoted or reclassified employee is raised. However, in no event shall such an employee's salary be less than that which he received in his prior title.

Section 6. All employees, except as otherwise provided in this section, shall be granted an annual clothing maintenance allowance in the amount of five hundred and seventy-five dollars (\$575) in 1996, and six hundred dollars (\$600) for 1997, and six hundred and twenty-five (\$625) for 1998, and beginning January 1, 2002, seven hundred and twenty-five (\$725), and pro-rated on the actual number of weeks employed during the year.

Section 7. Sheriff's Officers Investigators shall be hired at the first step of the Salary Guide set forth in this contract for the year in which they are hired; except that the Sheriff and the PBA may agree that a Sheriff's Officer Investigator with special skills and experience may be hired at a higher step on the guide.

Section 8. Effective January 1, 1997, hazardous duty pay has been eliminated.

Section 9. All benefits contained in this contract shall be applied retroactively to January 1, 2003 to all officers and sergeants who left the department for any reason other than termination. Plus, all officers and sergeants who were promoted out of this bargaining unit shall also receive retroactive benefits to January 1, 2003.

ARTICLE VIII DIFFERENTIAL

There will be a shift differential of six-percent (6%) for those employees working the second shift and an eight-percent (8%) differential for those employees working the third shift. Employees who regularly work such shifts shall receive the differential for paid time off for compensatory time.

ARTICLE IX LONGEVITY

Effective January 1, 1995, Longevity pay will be discontinued except that all employees covered by this Agreement, who will have more than five (5) years of continuous service as of December 15, 1995 will have their base pay increased as per the following schedule:

- | | |
|---|--|
| (a) five years of service
as of December 15, 1995 | an additional 2% raise |
| (b) six years of service
as of December 15, 1995 | an additional 3% added to their base pay |
| (c) seven years of service
as of December 15, 1995 | 4% added to their base pay |
| (d) ten years of service
as of December 15, 1995 | 5% added to their base pay |
| (e) fifteen years of service
as of December 15, 1995 | 6% added to their base pay |

(f) twenty years of service
as of December 15, 1995

7% added to their base pay

These percentage amounts do not have a maximum (CAP) limitation, and shall become part of the employee's regular base compensation effective January 1, 1995 and retroactive to that date; and these employees shall continue to have their annual base salary increased by the percentage to which they are entitled on December 15, 1995 for as long as they remain in the County's employ.

ARTICLE X HOLIDAYS

Section 1. The following holidays are recognized as paid holidays:

New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Employee's Birthday, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Christmas Day.

Section 2. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option on a day other than the actual day of paid holiday, either prior to or immediately following his vacation.

Section 3. It is expressly understood that there shall be only one 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 as a result of the adjustment of the day of celebration.

Section 4. Holidays which fall on Saturday shall be celebrated on the preceding Friday; holidays which fall on Sunday shall be celebrated on the following Monday; except those officers who are assigned to twenty-four hour units, such K-9, foot patrol, transportation, I.D., and any others who work on the actual holiday (the Saturday or Sunday), will receive holiday pay for the actual holiday worked. If that officer's normal work week would also include a Friday or Monday on which the holiday is celebrated, the officer will not receive holiday pay for that Friday or Monday.

Section 5. When the Board of Chosen Freeholders declare, by formal action, a day off for all County employees, those employees who are required to work such day shall be given a compensatory day off within a reasonable time after such formal action. This provision has no applicability when holidays are declared or granted pursuant to contracts with other representatives, associations or unions.

Section 6. In addition to the above, each employee covered by this Agreement will receive six (6) personnel days annually. Personal days may be requested provided such request does not unreasonably interfere with the operation of the Department and such request is subject to the approval and authorization of the Sheriff or his designated representative in charge of the Department. If such days are not used during any given year, said employee will be compensated for the days not taken at his or her prevailing hourly rate of pay. Authorization for personal days requires the approval of the Sheriff or his designated representative in charge of

the Department, and such authorization must be based upon the needs of the Department so that personal days do not unreasonably interfere with the operations of the Department.

Section 7. Employees will have the option of taking compensatory time in lieu of cash payment for holiday pay.

Section 8. When an employee's birthday falls on another paid holiday, (eg. Christmas, Thanksgiving) the employee will celebrate his birthday, for payroll purposes, the following day.

Section 9. Effective January 1, 1997, all employees will be required to take their birthday as a day off, except when specifically authorized by the Sheriff or designee based upon the operational needs of the Department. If the officer is not authorized to work he/she will receive only the officer's regular day's pay for the birthday; however if the officer is authorized to work on his/her birthday the officer will receive time and one-half (1½) for work on that holiday in addition to the regular day's pay, as provided by the overtime Article.

ARTICLE XI FRINGE BENEFITS

Section 1. Effective upon the execution of this contract, all employees covered by this agreement will receive compensation for mileage at the prevailing Camden County rate when using their personal motor vehicle in conjunction with their employment duties provided such utilization has received prior approval from the Sheriff or his designee. However, when utilizing their personal vehicle for departmentally related training the employee will not receive reimbursement for the first 25 miles traveled. All mileage above 25 miles will be reimbursed at the prevailing County rate. If the training is for more than one day and lodging is provided, at not cost to the officer, the officer will be reimbursed for one (1) round trip only.

Section 2. If an employee is incapacitated and unable to work because of any injury or diseases sustained in the performance of his duty, he shall be entitled to injury leave with full pay up to six (6) months from the date of disability, during the period in which he is unable to perform his duties. The County will continue to pay any employee covered by this section by regular pay check; on the other hand, the insurance carrier will reimburse the County directly for the same. Injury-on-duty leave shall not be arbitrarily or unreasonably withheld. During this time, the employee's sick and vacation time shall continue to accumulate. Any officer who shall suffer from a serious communicable disease related to HIV, Hepatitis B or other blood born disease, shall be treated as though the disease were contracted on the job pending verification using police incidence reports.

Section 3. Payment by voucher for college credits earned in job related subjects will be made upon satisfactory completion of the course(s) and official documentation thereof. The County will pay ten (\$10) dollars per credit hour as specified. The definition of a job related subject is to be determined by the Sheriff. In addition effective January 1, 1997, employees with the following degrees will receive an annual educational incentive added to their annual base pay as follows; Two hundred fifty (\$250.00) Dollars for an Associate's degree, Five hundred (\$500.00) Dollars for a Bachelor's degree, One Thousand (\$1,000.00) Dollars for a Master's degree.

Section 4.

(a) The County will advertise for bids concerning new uniforms pursuant to the specifications for uniforms submitted by the employees heretofore, which specifications are incorporated herein by reference. Said uniforms will be fully issued to all employees except Process officers on need basis as determined by the Sheriff.

(b) The County will promptly furnish uniforms needed by the employees or replacements for existing uniforms of said employees pending the full issue of new uniforms which have been advertised for bids as stated aforesaid.

(c) Worn uniforms are to be promptly replaced by the County upon a determination being made to that effect by shift commander.

(d) Any uniforms destroyed by an employee while working within the scope of his employment are to be replaced by the County within fifteen (15) days after being notified of such destruction and requested replacement. However, the foregoing language shall not apply in the event it has been determined by the Sheriff or his designee that the uniform was destroyed through the negligence of the employee. In that event, the employee will be required to pay for the cost of replacement of the destroyed uniform.

(e) The existing uniforms stated in Section 5(b) aforesaid are as follows:

<u>Summer</u>	<u>Winters</u>
5 Short-sleeve shirts/blouses	5 long-sleeve shirts/blouses
3 Summer trousers/skirts	3 Winter trousers/skirts
1 Hat	1 Coat - All weather
1 Foul weather raincoat	1 Hat
1 Hat cover	3 Ties
<u>Miscellaneous</u>	
1 Breast badge	2 Name plates
1 Hat badge	1 I.D. Card
1 C.C.S.D.	

(f) The Sheriff reserves the right to select the style of the aforementioned uniforms.

Section 5. Effective January 1, 1993, the County will join or otherwise implement the terms of the New Jersey Temporary Disability Program for all employees.

Section 6. Any employee on injury leave, resulting from injury on duty, shall continue to accrue sick leave and vacation credits while his name remains on the payroll.

Section 7. Each employee has the option to sell accumulated compensatory time to the County at the end of each quarter in any given year, provided such employee furnished the

County with written notice exercising said option not less than two (2) weeks prior to the end of such quarter.

Section 8. In 1996, the County shall pay to P.B.A. Local #277 Two Hundred Fifty (\$250) Dollars per employee per year for the purposes of the Health and Welfare Plan established and administered by the P.B.A. For 1997, and each year thereafter, the County's payment to the P.B.A. will be increased to Three hundred fifty (\$350.00) per employee, per year; and shall be increased by \$150 to \$500 beginning on January 1, 2001 for P.B.A., and shall be increased to \$650 as of January 1, 2004, and shall be increased to \$775 as of January 1, 2005. Local No. 277's health and welfare plan, and the County will be required to make payments to the Fund two (2) quarters in advance. The P.B.A. will furnish an audited report concerning the Health and Welfare Plan by June 30th of each year of the contract.

Section 9. In the event that an employee is laid off, the employee shall be paid for all unused compensatory time, vacation time, and personal days, pro-rated to the date of the lay-off, except that no officer will have to reimburse the County for time already taken.

Section 10. The Sheriff and the County shall attempt to make at least one room in the Hall of Justice available as a room in which officers can take their meals and breaks.

ARTICLE XII HEALTH INSURANCE

Section 1. The County will provide a health insurance plan paid for by the County with benefits substantially similar to those that existed under the 1979 contract, except as provided below. The County may continue self-insurance or place its insurance with an insurance carrier, so long as substantially similar benefits are maintained, and provided further that in the event that the County decides to change insurance carrier programs, the County notifies and consults with the P.B.A. prior to such change.

(a1) The prescription co-pay should be \$4.00 for name brand prescription drugs. Effective upon the signing of the 1999-2002 agreement, the prescription co-pay shall be five dollars (\$5.00) for name brand prescription drugs, and two dollars (\$2.00) for generic and mail in prescriptions. However, after the purchase of three (3) months of maintenance prescription drugs, a prescription co-pay of seven dollars (\$7.00) shall be applicable for all such maintenance prescription drugs not ordered through the available mail-in procedures. The decision of the County to require a seven dollar (\$7.00) co-pay shall be appealable through the grievance procedure.

(a2) Beginning within thirty (30) days after all parties to this Agreement have signed and executed this Agreement, but no sooner than September 1, 2005, prescription co-pay shall be as follows:

Base Salary as of January	
1 each Year	Co-Pay
\$30,000 to \$50,000	\$6 Brand Name (retail or mail order)
	\$2 Generic (retail or mail order)

	\$7 For any maintenance drug if not in mail order after 3 months
\$50,000 to \$70,000	\$8 Brand Name (retail or mail order) \$4 Generic (retail or mail order) \$10 For any maintenance drug if not in mail order after 3 months
Over \$70,000	\$11 Brand Name (retail or mail order) \$6 Generic (retail or mail order) \$10 For any maintenance drug if not in mail order after 3 months

(a3) Beginning within thirty (30) days after all parties to this Agreement have signed and executed this Agreement, but no sooner than September 1, 2005, for any drug that the employer's third party administrator (TPA) deems excessively expensive and has a less expensive brand name equivalent, the employee will pay an extra \$15 co-pay in addition to the relevant co-pay. The TPA will publish a list of such medications once a year.

(a4) Beginning within thirty (30) days after all parties to this Agreement have signed and executed this Agreement, but no sooner than September 1, 2005, all employees in the Traditional Indemnity Plan will be automatically enrolled into the PPO or one of the offered HMO's. Upon retirement, the employee may switch back to the Traditional Indemnity Plan if he/she moves to an area not covered by the PPO or the offered HMO's.

(b) 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.

(c) 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.

1. 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.

2. 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.

3. 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.

(d) In the event any participant covered by the County's self-insured health 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 (50%) percent of 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. Hemorrhoidectomy
4. Herniorrhaphy
5. Hysterectomy
6. Knee Surgery
7. Spinal & Vertebral Surgery
8. Ligation & Stripping of Varicose Veins
9. Mastectomies or other Breast Surgery
10. Prostatectomy
11. Submucous Resection
12. Tonsillectomy and/or Adenoidectomy
13. D&C (Dilation and Curettage)

(e) 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 only 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 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. Cataract Removal
3. D&C (Dilation and Curettage)
4. Hemorrhoidectomy
5. Herniorrhaphy
6. Hysterectomy
7. Tubal Litigation
8. Knee Surgery
9. Spinal and Vertebral Surgery
10. Ligation and Stripping of Varicose Veins
11. Mastectomy or other Breast Surgery
12. Prostatectomy
13. Vasectomies
14. Bronchoscopy

15. Minor Fractures
16. Bunionectomy

(f) Where a participant is required by his/her doctor to undergo diagnostic tests prior surgery being performed, to be considered a covered 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.

(g) There will be no benefits paid under the County's self-insured health 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.

(h) Participants in the County's self-insured health benefits 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 (50%) percent of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.

(i) 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.

(j) Effective with the signing of this Agreement, 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.

(k) Effective with the signing of this Agreement 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.

(l) Effective with the signing of this Agreement, 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 retiree's claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the amount that the self-insured plan would normally cover - as if it were the primary plan.

(m) Retirement Benefits. All participants currently retired from the County and those who retire from the County prior to the signing of this Agreement with less than twenty-five (25) years of service with the County, but more than five (5) years of service with the County shall continue to receive all health benefits in accordance with this Agreement and at the same cost to

the participant as currently exists. All retirees currently paying fifty (50%) percent of the actual cost of their health and prescription premiums shall continue to do so.

All employees retiring after the signing of this Agreement but before January 1, 1998, shall be entitled to receive all health and prescription benefits as set forth in this Agreement as set forth in this Agreement at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with premium cost established by the County and adjusted on an annual basis:

Years with County	Percentage Co-Pay
0 up to 5 years	COBRA coverage only
5 up to 10 years	15%
10 up to 25 years	10%
25 or more years	0%

Effective January 1, 1998, new retirees will pay the following percentages of the health and prescription premiums.

Years with the County	Percentage Co-Pay
0 up to 5 years	COBRA coverage only
5 years up to 15 years	25%
15 years up to 20 years	20%
20 years up to 25 years	10%
25 years or more	0%

Effective within thirty (30) days after all parties to this Agreement have signed this Agreement but no sooner than September 1, 2005, new retirees will pay the following percentage of the health and prescription premiums.

Years with the County	Percentage Co-Pay
Under 10 Years	COBRA Only
10 to under 15 years	30%
15 to under 20 years	25%
20 to under 25 years	15%
25 years and over	0%

"Retiree" means anyone who retires after this contract for January 1, 2003 through December 31, 2007 has been completely signed and executed by all parties including the PBA, Sheriff and County, including disability retirement.

Any participant who is ineligible fore retirement and who ceases to be employed by the County for any reason other than termination for disciplinary reasons may purchase his/her health benefits for a period not to exceed 120 days at a cost of fifty percent (50%) of the County's actual cost.

1. 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 terms of this Agreement.

a. The County will pay health insurance premiums for a plan providing benefits as required in this Agreement for an employee who has retired after twenty-five (25) years of service with the County.

(n1) All employees hired on or after January 1, 1992, but prior to the signing of the 1999-2002 Agreement will be required to pay a portion of the premium cost for the health insurance and prescription coverage selected under this Agreement in accordance with the following schedule:

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

New employees hired after the signing of the 1999 to 2002 Agreement shall be required to pay a portion of the premium cost for the health care and prescription coverage selected under this Agreement in accordance with the following schedule:

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

(n2) Employees hired after January 1, 2006, will pay a portion of their health and prescription benefits through payroll deduction according to the following schedule:

Years of Service	Percentage
1	20%
2	20%
3	20%
4	17%
5	17%
6	13%
7	13%
8	10%
9	10%
10	10%
11	10%
12	0%

All deductions are limited to a maximum of 5% of an employee's base gross pay, not including shift differential, overtime, and other fringe benefits.

(o) When a temporary officer becomes permanent, all vacation days, sick days, personal days and health benefits shall be maintained.

(p) Effective with the signing of this Agreement, all participants in an HMO shall be subject to a Five (\$5.00) Dollar, co-pay for all visits to a primary physician.

Effective within thirty (30) days after the signing of this Agreement by all parties, but no sooner than September 1, 2005 the co-pay shall be increased for HMOs and PPOs to \$10 for primary care visits and \$15 for a specialist.

(q) Any employee covered by this Agreement may choose, in writing, at any time, to participate in the "Optional Health Benefits Program". Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who choose not to maintain the County's health coverage.

1. If an employee chooses to participate in this program and drops employee and/or spouse and/or dependent coverage, the employee shall receive a monetary incentive.

2. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an 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 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 anytime during the year but must remain in the program for one (1) full year.

3. Prior to the signing of this Agreement for 2003 through 2007, but no sooner than September 1, 2005, if an employee opts out, then the incentive paid shall be fifty (50%) percent of the actual premium cost for the employee's coverage which is dropped.

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

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

6. Prior to the signing of this Agreement for 2003 through 2007, but no sooner than September 1, 2005, if an employee opts out, then the optional health benefits program shall be applicable to the County's self-funded prescription program and employees who drop such coverage shall be entitled to an incentive of fifty (50%) percent of the annual premium cost, paid in equal monthly installments, under the same terms and conditions as applicable to participation in the remainder of the optional health benefits program.

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

8. After this Agreement for 2003 through 2007 has been signed by all parties, but no sooner than September 1, 2005, if an employee opts out of the County health benefits program, then the employee will be paid the following:

Type of Coverage Opted Out	Amount
Prescription Benefits	
From Family to no coverage	\$90
From Parent/Child to no coverage	55
From Single to no coverage	35
From Family to Parent/Child	40
From Family to Single	60
From Parent/Child to Single	25
Health Benefits	
From Family to no coverage	330
From Parent/Child to no coverage	200
From H/W to no coverage	250
From Single to no coverage	120
From Family to Parent/Child	150
From Family to H/W	90
From Family to Single	220
From Parent/Child to Single	80
From H/W to Single	140

9. Effective upon the signing and full execution of this contract, but no sooner than September 1, 2005, there shall be no opt out for spouses or relatives where one is a dependent, if both are on the County payroll and would otherwise be eligible for benefits. The two employees must choose one type of coverage only.

(r) Death Benefit – In the event an officer, who is working a regular or assigned shift, dies resulting from action taken while discharging his/her duties, the County shall continue to pay all health benefits and prescription benefits under this Agreement to his/her surviving spouse and dependents, except as follows:

1. The spouse remarries;
2. The spouse and dependents obtain similar coverage from another source;
3. The spouse and dependents qualify for similar coverage as may be provided by state or federal government agency;
4. The dependent attains the age of Twenty-one (21) or, if a student the age of Twenty-five (25);
5. The dependent marries prior to the age of Twenty-one (21).

(s) Within thirty (30) days of all parties fully signing and executing this Agreement, but no sooner than September 1, 2005, an employee will be responsible for any extra costs incurred by the County if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the Insurance Division within 90 days of the event, however, if an employee reports his lifestyle has changed within the 90 days, then the employee shall not be responsible for any extra costs incurred by the County.

(t) Within thirty (30) days of all parties fully signing and executing this Agreement, but no sooner than September 1, 2005, the parties agree to implement a Section 125 Premium Conversion Plan (pre-tax new employee contributions).

(u) Within thirty (30) days of all parties fully signing and executing this Agreement, but no sooner than September 1, 2005, standardize coverage in all plans for dependents up to age 19 if not in school and age 23 if in school. Dependents who are permanent dependents as a result of disability are covered for the life of the employee.

ARTICLE XIII PERSONNEL REGULATIONS

Section 1. Duty rosters shall be prepared each day by the shift commanders and posted, specifically setting forth the assignments of each employee by name and title.

Section 2. All employees shall receive an evaluation at the end of each six (6) months' period of their performance, consisting of learning abilities, initiative, dependability, ability and willingness to follow directions and the rules of the Sheriff's Department as revised for promotional purposes. Evaluation reports shall be prepared concerning same and shall become part of their files with a copy thereof given to each employee.

Section 3. In addition to the aforesaid evaluation, each new employee will be evaluated every thirty (30) days during his probation period in accordance with the Civil Service Rules and Regulations.

Section 4. When openings exist in the various job titles covered herein or in titles higher than same, qualifications for such various titles or promotions shall be written so as to consider comparable qualifications of all individuals employed in the Department wherever situated and in accordance with Civil Service Classifications and Rules and Regulations. The below Section 5 would take precedence for job bidding for those jobs and assignments which are subject to the bidding process in Section 5.

Section 5. Job Bidding

A. For the calendar year 2006, the job bidding shall be done pursuant to this Article, and the process for the calendar year 2006 shall begin as set forth in B1 by October 15, 2005. Subsequently January 1 of each year thereafter, shift assignments shall be made, where all qualifications are equal (except for seniority and college degrees), pursuant to a point system based on seniority and earned college degrees bid system. Assignments shall then be made based upon total points calculated from a combination of points for seniority and college degrees earned as follows:

1. Officers shall be given six points for each continuous year that they have been a permanent and temporary sworn law enforcement officer employed by the Camden County Sheriff's Department. A year shall be considered to be the calendar year. Officers who have incomplete full years of service shall be credited with one point for each two full months of service. (example: 6 years, 5 months of service equals 32 points).

2. Officers and Sergeants who have earned college degrees in a law enforcement curriculum shall receive the following points: Associates – 2.5 points; Bachelors – 5 points; Masters – 5 points; Doctorate – 5 points.

3. Ties will be broken as per the following:

(a1) The employee's date of hire with the County, as a permanent law enforcement officer/employee continuously employed by the Camden County Sheriff's Department.

(a2) If two (2) officers are tied and have the same hire date OR two (2) Sergeants are tied and have the same appointment date, then the employee who finished higher on the Civil Service Rankings will be the higher ranked for bidding purposes.

(b) When a tie cannot be decided using the formula above, the employee's last name in alphabetical order shall prevail.

B. Methodology of Officers and Sergeants Choosing Their Shift Assignments by Seniority and College Credits.

B1. By October 15 of each year, the Sheriff shall provide a written Organizational Bidding Chart with the 13 assignments for Officers, as set forth in Section 5C and for the Sergeants in Section 5G, which organizational chart shall set forth the days off and shifts for each of the 13 assignments for Officers and the 5 for Sergeants, and the specific number of slots for all the Officers and Sergeants who are needed within each of the 13 assignments for Sheriff Officers and within each of the five (5) assignments for Sergeants. For example, if there are 79 biddable slots within the 13 assignments, then the Sheriff shall have 79 slots for the Officers and Sergeants to sign up.

B2. By October 15 of each year, the Sheriff shall designate those Officers and Sergeants that he is assigning to non-biddable positions. Therefore, the Officers and Sergeants who have not been assigned to non-biddable positions shall receive the above Organizational Bidding Chart on or before October 15 of each year, for purposes of bidding their assignments, including days off and shifts.

B3. The Sheriff or his designee on or before October 1, of each year shall give a proposed seniority list to the PBA President. The PBA shall have seven (7) calendar days within which time to review the seniority list and notify the Sheriff in writing of any disputes. The Sheriff or his designee and the PBA shall resolve any disputes in reference to seniority prior to October 15 of each year. The final seniority list for the Sheriff Officers and Sergeants shall contain numbers in descending order with the name of each Sheriff Officer or Sergeant to be used in the bidding process. There shall be two separate seniority lists, one list for Sheriff's Officers and one list for Sergeants, and both lists shall have the most senior person with the number one. Both the Sheriff or his designee and the PBA shall sign the seniority list and date it; however, if the Sheriff and the PBA cannot agree, then the PBA's list of seniority shall prevail, but the Sheriff may grieve this matter directly to arbitration, and the Sheriff shall have sixty (60) calendar days within which to file with PERC a request for selection of a grievance arbitrator.

B4. Between October 15 and November 15 of each year, the Officers and Sergeants who are allowed to bid for their assignments shall bid as follows:

4a. The Officers and Sergeants bidding shall be divided into four groups with the most senior Officers and Sergeants being in the first group, the next 25% of Officers and Sergeants in seniority will be in the second group, the third 25% of Officers and Sergeants in seniority shall be in the third group, and the fourth group will consist of the bottom 25% Officers and Sergeants in seniority. The Officers and Sergeants shall have two separate lists and each of those lists shall be divided into four groups.

4b. The first group of Officers and Sergeants shall bid for their assignments during the week of October 15 through October 22. The second group will bid for their assignments between October 22 and October 29. The third group will bid for their assignments between October 29 and November 7, and the fourth group will bid from November 7 through November 15 of each year. Based on the seniority list as agreed to between the Sheriff and the PBA, each Officer and Sergeant in each group will bid during the week in the order of

seniority. If an Officer or Sergeant will not be at work during the week or cannot be present to bid in person, when he or she should be bidding, then the Officer or Sergeant may bid his assignment by either or both telephone and/or an absentee bid proxy. The proxy shall be signed by the Officer and/or Sergeant and either the PBA President, Vice President or Delegate, and a copy of the proxy shall be given to the Sheriff or his designee.

4c. During each of the four (4) weeks during the bidding process there shall be three bidding sessions of one and one-half (1½) hours each during each week when the actual bidding process shall take place; for a total of 4.5 hours during each of the four (4) weeks. One (1) PBA elected official, chosen by the PBA President, either the President, Vice President, or Delegate shall be excused from work to be present during the bidding process. Additionally, each Officer and Sergeant who is bidding will be excused from work for a reasonable time to come to the Sheriff's Sales room on the 2nd floor of City Hall and make the appropriate bid.

4d. The Organizational Bidding Chart shall be posted in the Sheriff's Sale room on the 2nd floor of City Hall on the wall with all of the assignments, including days off, shifts and the individual assignment. There will be sufficient space and lines for each slot in each assignment, the County may use magnetic devices for each slot, for each Officer's or Sergeant's name. As each Officer in the order of seniority bids on the assignment, the name of the Officer and the seniority number will be listed on the master chart on the wall in the office of the Sheriff's Sales room on the 2nd floor of City Hall. As each Officer comes in, in the order of seniority, each Officer will be able to see which assignments have already been bid for and taken, and those jobs that remain open. The PBA shall have one representative and the Sheriff shall have one representative present during all times when any Officer or Sergeant bids for his or her assignment. The PBA will also have a copy of the master Organizational Bidding Chart and will fill it in simultaneously as each Officer and Sergeant bids his or her position. Each Officer or Sergeant will bid in order of seniority either by (a) by personally appearing in the Sheriff's Sales room on the 2nd floor of City Hall whereby personally notifying the Employer and the PBA of his or her assignment choice, or (b) by telephone to the PBA representative during the actual time for the bidding process to take place with both the PBA representative and the County representative speaking directly to the officer or Sergeant on the phone at the same time, or (c) giving a written proxy to the PBA to hand in to the Employer in the order of seniority, and the PBA representative shall select the specific slot for the Sheriff Officer or Sergeant who has turned in a proxy.

After an Officer or Sergeant has chosen his specific job, then it will be written on the master organizational bidding chart in the presence of the specific Officer and/or Sergeant, PBA representative, and the County representative.

4e. If the bidding process in B3 and B4 are complied with and completed pursuant to B4 (including 4a through 4d), then a Sheriff Officer, Sergeant and/or PBA may only grieve any problems in reference to B4 (including 4a through 4d) to Step 3 – County, and shall not be able to grieve to Step 4 – Arbitration.

B5. An Officer or Sergeant who is in a bid position cannot be moved out of that bid position solely because disciplinary charges might be brought or have been brought, except to meet the bona fide safety needs of the citizens of the County. Solely for disciplinary

reasons, the Officer or Sergeant may be moved out of a bidded position after the Officer or Sergeant has been found guilty of the disciplinary charges or had consented to be disciplined, which discipline includes being moved out of a bidded position for a specific period of time. The penalty for the discipline may be being moved out of a bidded position for a specific period of time, which shall be included in the Notice of Discipline and Specification of Charges.

B6. If the County moves a Sheriff Officer or Sergeant out of a non-biddable assignment to a biddable assignment, then the Sheriff Officer or Sergeant who is being moved to a biddable assignment, shall have the right to bid for any assignment that he has seniority for. This rebid process shall take place prior to the actual transfer from the non-biddable position to a biddable assignment. For example, if there are 70 Sheriff Officers in biddable positions with seniority ranked 1 through 70, and a Sheriff Officer is moved from a non-biddable position to a biddable position, and that moved Sheriff Officer has seniority number 52 (with 1 being the highest), then all biddable assignments with Sheriff's Officers with seniority from 52 through 70 shall be rebid by the above process, but the rebid process will be done in two weeks and not four weeks, with the rebid process being divided into two groups of 50% bidding in one week and 50% bidding in the second week. This rebid clause shall not trigger a bidding process between September 1 through December 31 of each year.

C. The Sheriff shall first assign all employees to positions that are not subject to this bidding process. The remaining unit members shall bid for the positions in the Hall of Justice, Transportation, Jury Management and Records. All of the jobs for Sheriff's Officers and Sergeants in the Hall of Justice, Jury Management, Transportation and Records will be combined into one (1) group for Sheriff's Officers and one (1) group for Sergeants so that the Sheriff's Officers and Sergeants who are not placed in the non-biddable assignments can bid for any assignment, of appropriate rank, in any of the four (4) units. Additionally, after the Sheriff makes the assignments to the Identification Bureau, employees assigned to the Identification Bureau may bid among themselves for one (1) of the three (3) shifts (8-4, 4-12, 12-8).

All eligible unit members will be able to select shift assignments through the bidding procedures outlined above in Paragraph A. Shift assignments shall be separated into the following assignments, which an officer may bid for:

1. Hall of Justice – Front Door Security.
2. Hall of Justice – Second Floor Security.
3. Hall of Justice – Lower Level Holding Area.
4. Hall of Justice – Probation Department/Family Court Annex.
5. Hall of Justice – Salley Port.
6. Hall of Justice – Courtrooms (courtrooms to be assigned by Sheriff's designee).
7. Hall of Justice – Juvenile Holding.
8. Transportation – Lakeland site for juveniles, day shift.
9. Transportation – Cherry Hill Depot – 7 a.m. to 3 p.m.
10. Transportation – Cherry Hill Depot – 3 p.m. to 11 p.m.
11. Transportation – Cherry Hill Depot – 11 p.m. to 7 a.m.

(For transportation – or whatever times these three (3) shifts might be changed to.)

12. Jury Management (approximately 1 S.O.).
13. Records.

D. Nothing contained in this entire Article shall be interpreted to mean that assignments such as K-9, Internal Affairs, Missing Persons, Prosecutor's Office, Dive Team, Sheriff's Emergency Response Team (SERT), Bomb Unit, Civil Process, Civil Office, Tech Services and Helicopter Corp are to be bid. Those assignments remain a prerogative of the Sheriff or his designee, which shall be in accordance with controlling statutes. Further, in order to meet with needs of training and/or specialized abilities, shift assignments may need to be altered in order to meet the bona fide safety needs of citizens of the County. In these cases, the changes shall be made with timely notice and explanation and shall last until such time as the specific needs have been met, at which time the affected employee shall be returned to his/her bid shift.

E. This section shall be applied equally, among members of the same rank, where applicable.

F. This section will not preclude employees from voluntarily switching or swapping shift assignments with one another prior to the re-bid date. However, such switches of shifts and assignments shall occur with the approval of the Sheriff or his designee. Such approval shall not be unreasonably denied.

G. Sergeants who are not placed in non-biddable assignments by the Sheriff can bid for assignments in the Hall of Justice, Transportation, Jury Management and Records as one package of assignments which shall be separated into the following assignments and shifts that a Sergeant may bid for:

1. Hall of Justice – General Supervision.
2. Hall of Justice – Security.
3. Transportation – Cherry Hill Depot, 7 a.m. to 3 p.m.
4. Transportation – Cherry Hill Depot, 3 p.m. to 11 p.m.
5. Transportation – Cherry Hill Depot, 11 p.m. to 7 a.m.

Additionally, after the Sheriff makes the assignments of Sergeants to the Identification Bureau, then the Sergeants assigned to the Identification Bureau may bid among themselves for one of the three shifts (8-4, 4-12, 12-8).

Sergeant seniority shall be seniority in rank as a Sergeant, and not seniority as an employee of Camden County.

ARTICLE XIV SICK LEAVE WITH PAY

Section 1. Sheriff's Officers shall be entitled to the following sick leave of absence with pay:

(a) One working day sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. If any employee does not use all of his/her allowable sick leave in any calendar year, the unused portion of sick leave time will accumulate. Sick leave for purposes herein is defined to mean the absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his position, or exposure to a contagious disease, or a short period of emergency attendance, not to exceed five (5) working days with an ill member of his/her immediate family requiring the presence of the employee. Any emergency attendance with an ill family member, in excess of five (5) working days, will be considered on an individual basis by the Sheriff or his designee. (Immediate family is defined in Section 2 hereafter.)

(b) If any employee is absent for three (3) consecutive working days for any of the aforesaid reasons, the County may require acceptable evidence on a prescribed form. The nature of the illness and length of time the employee was or will be absent may be stated on doctor's certificate.

(c) At the discretion of the supervisor, any employee seeking sick leave may be required to submit medical evidence acceptable to said supervisor. If sick leave is not approved, the time involved in which the employee was absent shall be charged to his/her vacation credit, if any, provided the employee, and the employer, to wit, the Sheriff or his designee, agree. Otherwise, he/she will suffer loss of pay for any such unauthorized time.

(d) An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave aforesaid will notify his supervisor by telephone or personal message at least an hour prior to the beginning hour.

(e) Sick leave by reason of quarantine or exposure to a contagious disease may be approved on the certification of the local Health Department.

(f) The total years of service after permanent appointment of any employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available, and shall be granted and governed in accordance with prevailing Civil Service Rules and Regulations during this Agreement.

Section 2. Immediate family member is defined as:

- (a) Mother and Father
- (b) Mother-in-Law and Father-in-Law
- (c) Brother and Sister
- (d) Spouse
- (e) Children, Foster Children or Grandchildren of the employee.
- (f) Grandmother and Grandfather

Section 3. Upon retirement or resignation, an employee may sell to the County his or her accumulated sick leave days, provided that said employee has worked for the County not less than ten (10) years. All accumulated sick leave will be paid to the estate of an employee who dies who meets the ten year requirement. Any employee who was hired after January 1, 2006 shall be paid 85% of accumulated sick leave days at retirement or resignation.

Section 4. A male officer shall be entitled to utilize up to a maximum of five (5) sick days immediately following the birth of each of his children. The utilization of sick time for the purpose will not adversely effect the evaluation of the officer's attendance and sick leave utilization; except that the office will not qualify for the bonus provided in Section 5 of this Article for any quarter in which sick time is utilized for this purpose.

Section 5. Effective January 1, 1997, 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 1, of the following year. No employee shall be entitled to earn additional vacation time in any quarter if during that calendar year the employee used Fifteen (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 it being credited or it will be lost.

ARTICLE XV LEAVE OF ABSENCE

Section 1. Civil Service - Leave of Absence for permanent employees shall be granted as provided in Civil Service Statutes, Rules and Regulations except as otherwise set forth herein.

Section 2. Temporary Military Leave of Absence - An employee who is a member of the National Guard or Reserves of any military branch of the United States and is required to undergo training shall be granted a leave of absence with pay for the period of such tour of duty, but not to exceed two (2) weeks, unless a longer period is ordered by his or her commanding officer. Such leave of absence with pay will be in addition to the official notice from his commanding officer prior to the effective date of such leave.

Section 3. Military Leave of Absence - A permanent employee who enters upon active duty with military or naval service in time of war or emergency shall be granted a leave without pay for the period of such service and three (3) months thereafter, and as further prescribed in Rule 4:1-17.3 of Civil Service Rules and Regulations.

Section 4. Emergency & Special Leave - An employee shall be given time off without loss of pay when:

- (a) Commanded to appear as a witness and not a party before a Court, legislative committee, or judicial or quasi-judicial body. Said employee may retain any stipend received for such appearance.

- (b) Performing emergency civilian duty in relation to National Defense or other emergency when so directed by the Governor of the State of New Jersey or the President of the United States.
- (c) Performing Honor Guard duties at the direction of the Sheriff.
- (d) When summoned to perform jury duty. When excused early, employees assigned to the 4-12 midnight shift or midnight shifts will report for duty at their regular starting time, but will leave early based on the number of hours served at jury duty.

Section 5. Return - Employees returning from authorized leaves of absence as set forth herein will be restored to their original classifications at the existing rate of pay, with no loss of seniority and no loss of other employee rights, privileges, or benefits.

Section 6. Official Duties - Officers of P.B.A. will be given leaves of absence with pay to perform official duties of P.B.A. subject to the following:

- (a) Provided such activities relate to employment.
- (b) Provided the Sheriff is given not less than five (5) days notice of such intended leave, if possible. If less than five (5) days notice is given, it shall be necessary for P.B.A. to show that five (5) days notice could not be given.
- (c) Provided the names of shop stewards are contained on the list furnished by P.B.A. to the Sheriff.
- (d) Excused P.B.A. Officers not to exceed three (3) in number, except that this limitation shall not apply to Executive Board meetings and general membership meetings, and other extraordinary circumstances.
- (e) Provided such leave does not unreasonably interfere with the work performance and efficiency of the Department.

Section 7. Maternity Leave - A request for such leave will be made in writing no later than the third (3rd) month. Except for reasons of health or inability to perform her job, the pregnant employee will be permitted to work provided the attending physician approves and so advised in writing. Such employee will 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 month period will be granted upon presentation of a doctor's certificate setting forth the necessity therefore.

ARTICLE XVI FUNERAL LEAVE

Section 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay but in no event to exceed the number of consecutive working days noted below, one of which shall be the day of death or day of funeral:

- (a) Seven (7) days in case of death of a spouse, child, foster-child, mother or father.
- (b) Four (4) days in case of death of brother or sister.
- (c) Two (3) days in case of death of grandfather, grandmother, grandchild, mother-in-law, or father-in-law.
- (d) Two (2) days in case of death of brother-in-law or sister-in-law.

ARTICLE XVII VACATIONS

Section 1. Permanent full-time employees in the County Sheriff's Department will be entitled to the following annual vacation with pay:

(a) During the employees first year of employment, he/she will receive one working day per-month of service. From the commencement of the sixth year, to the completion of the 12th year, 15 working days, from the commencement of the 13th year, to the completion of the 20th year, 20 working days. From the commencement of the 21st year to completion of the 25th year, 25 working days. From the commencement of the 26th year and thereafter, 26 working days. The commencement of any year will be the anniversary hire date of the individual employee for computation purposes. 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. Permanent part-time employees shall receive vacation leave on a pro-rated basis in accordance with the above schedule; employees on a daily or seasonal basis are not eligible for vacation leave.

Section 2. Vacation leave should be taken during the current calendar year, and reasonable efforts will be made to give the employee the time of his choosing unless the Sheriff, at his sole discretion, determines that the vacation cannot be taken in the second year because of the pressure of work, the employee will be paid for his vacation at his then current rate of pay.

Section 3. Employees will be allowed to use unaccrued vacation time in anticipation of continued employment provided that such time is scheduled time, with approval of their supervisor.

Section 4. If an employee dies having vacation credits, a sum of money equal to the compensation figures on his salary rate at the time of death shall be calculated and paid to his estate.

Section 5. Vacation time cannot be used for sick time without the express written consent of the employee.

Section 6. If an officer is injured while on vacation leave, the officer shall be entitled to substitute sick leave for the vacation days following the injury, subject to the right of the County to require reasonable evidence to verify the injury.

Section 7. (a) Vacation requests based on seniority shall be submitted between March 1 and March 15 of each year for the time period from April 1 to March 31 of the subsequent year, but commencing March 16 of each year seniority does not apply to any additional vacation requests made after March 16 of each year. The only reasons to deny a vacation request would be because (1) a sheriff officer would not have enough seniority to obtain the vacation he or she wanted, (2) because a more senior officer has already selected that time, or (3) because of minimum written manpower requirements.

(b) After vacation time has been approved and scheduled, it shall not be revoked for any reason, except in emergencies; an emergency does not include requiring the use of other Sheriff's Officers or Sergeants to work overtime.

**ARTICLE XVIII
WORK RULES**

Section 1. The employer may establish reasonable and necessary rules of work and conduct for employees, which rules will be equitably applied and enforced. Such rules will be posted on all employee bulletin boards no later than ten (10) days prior to their effective date, except in those cases where the Sheriff declares an emergency. Each employee will initial said notice and each shift will be briefed by its supervisor.

**ARTICLE XIX
SAFETY AND HEALTH**

Section 1. The County will maintain safe and healthful working conditions at all times and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to ensure their safety and health.

Section 2. The County and P.B.A. will designate a safety committee member for each shift or representation. It shall meet periodically as necessary to review the conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the P.B.A. shall be permitted, upon prior notice and with an authorization of the County's designated representative, a reasonable opportunity to visit work locations throughout the County's designated representative, a reasonable opportunity to visit work locations throughout the County's facility where employees covered by this Agreement perform their duties, for the purpose of investigating safety where employees covered by this Agreement perform their duties, for the purpose of investigating safety health conditions during working hours with no loss of pay, for periods not to exceed three (3) hours per week, unless additional time is authorized by the Sheriff of the County.

Section 3. Employees must wear all safety equipment provided them by the County. Failure to do so shall subject the employee to possible disciplinary action.

Section 4. Any officer who shall suffer from a serious communicable disease related to HIV, Hepatitis B or other blood borne disease, shall be treated as though the disease were contracted on the job pending verification using police incident reports.

ARTICLE XX GRIEVANCES

Section 1. It is the policy of the County of Camden and P.B.A. that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. Informal settlements at any step will bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2.

(a) The term "grievance" means a complaint that there has been an improper application, interpretation, or violation of this Agreement, any County policy governing the P.B.A., or any administrative decision affecting any member or members of the P.B.A., including all minor discipline, up to and including five (5) days suspension but excluding counseling notices.

(b) An aggrieved party is any employee, group of employees, or the PBA which employee, group of employees or PBA may submit a grievance individually, collectively or on behalf of its members.

Section 3. Submission of Grievances – The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement other than disciplinary matters noted in Section 2(a) above) and shall be followed in its entirety unless any Step is waived by mutual consent.

Section 4. Step One

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

Section 5. Step Two – Sheriff

a. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and general statement of the grievance and redress sought by the aggrieved party. The Sheriff or his representative will acknowledge receipt of the grievance in writing.

b. The aggrieved or the PBA shall institute action under subsection (a) above within thirty (30) calendar days after the event giving rise to the grievance has occurred, and an earnest

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effort shall be made to settle the differences between the aggrieved party and the Sheriff or Sheriff's representative for the purpose of resolving the matter informally. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance.

c. An employee or group of employees may submit a grievance which effects them personally and shall submit same to the Sheriff or Sheriff's representative through the PBA.

d. The Sheriff or the Sheriff's representative shall respond in writing to the PBA and grievant within fourteen (14) calendar days from receipt of the written grievance as to each grievance received.

Section 6. Step Three – Camden County

a. The Sheriff or Sheriff's representative shall respond in writing within fourteen (14) calendar days as to each grievance received, and the written response shall be received within the fourteen (14) calendar days by the PBA and grievant (if the grievant files the grievance without PBA representation). If an aggrieved party is not satisfied with the written response of the Sheriff or Sheriff's representative, then the aggrieved party may submit the grievance to the Camden County Labor Relations Committee or the hearing officer appointed by the County to hear the grievances. Whether the grievance goes to the Camden County Labor Relations Committee or the hearing officer, is a decision to be made by the County. If there is no response received from the Sheriff or the Sheriff's representative within fourteen (14) calendar days after receipt of the written grievance by the Sheriff in Step Two, then the aggrieved party may submit the grievance to the Camden County Labor Relations Committee, when applicable, or to the hearing officer, appointed by the County to hear grievances or resort to other legal rights available to the aggrieved party.

b. The Camden County Labor Relations Committee, when applicable, or the hearing officer appointed by the County; shall, upon request of the aggrieved party, hear the grievance within thirty (30) calendar days of the grievance being submitted to the Camden County Labor Relations Committee or the hearing officer. The Camden County Labor Relations Committee, when applicable, or the hearing officer appointed by the County, shall deliver to the Sheriff and the PBA and the grievant within fourteen (14) calendar days from the date of the hearing, a written decision setting forth the County's position.

Section 7. Step Four – Arbitration

7a. If the aggrieved party or the Sheriff or the County is not satisfied with the decision of the County pursuant to Step Three in Section 6, or if no written decision is received by the PBA within forty-four (44) calendar days of the grievance being submitted to the County in Step Three, then the PBA or the County or the Sheriff may request the appointment of an arbitrator through the Public Employment Relations Commission ("PERC"), with such request to be made known to the Sheriff no later than forty-four (44) calendar days after the County's decision has been received by the PBA, as set forth in Step Three above, or 44 calendar days after the due date of the decision that was due in Step Three above.

7b. The PBA may skip Step Three (Section 6) and not proceed to the Camden County Labor Relations Committee or the hearing officer appointed by the County, but after Step Two (the Sheriff), the PBA may proceed directly to arbitration through PERC to expedite a grievance.

7c. In the selection of an arbitrator, the parties will make a unilateral or joint request to PERC and will be bound by the rules, regulations and procedures of PERC in the selection of an arbitrator.

7d. No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision referred to in Section 6 above. If the PBA or the aggrieved elects to pursue legal remedies provided under Civil Service, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

7e. The cost of services of the arbitrator shall be borne equally between the PBA and the County.

7f. The arbitrator will be bound by the provisions of this Agreement and the Constitution and the Laws of the State of New Jersey and of the United States of America and be restricted to the application of facts and issues submitted to him/her involving the grievance and shall consider it and nothing else. The arbitrator shall not have the authority to add to, modify, subtract 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 upon the parties.

7g. The Sheriff and the PBA will receive copies of the arbitrator's written decision.

Section 8.

(a) The failure at any stage of the aforesaid procedures to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next stage.

(b) The failure at any stage of the aforesaid procedures to appeal a grievance to the next stage within the specified time limits shall be deemed to be an acceptance of the decision rendered at that stage.

(c) Employees will, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance shall have been fully determined.

(d) Any aggrieved party may be represented at all formal steps of the grievance procedure by himself/herself and/or, a representative of the P.B.A., and/or an attorney.

Section 9. The sworn law enforcement employees of the Camden County Sheriff's Department shall be subject to the New Jersey Attorney General's Guidelines as they relate to internal affairs investigations, except any major discipline violations of internal affairs guidelines are not subject to binding arbitration.

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**ARTICLE XXI
RIGHTS OF AGENT**

Section 1. Representatives of the P.B.A. may be permitted to transact P.B.A. business on County property, provided the Representative gives prior notice to and obtains prior authorization of the Sheriff to conduct such business, and further provided that this does not unreasonably interfere with or interrupt normal County operations as determined by the Sheriff.

Section 2. P.B.A. will have use of bulletin boards in the employee's lounges. Should the County object to any posting of material, the P.B.A. agrees after being informed that it shall be removed. The County also agrees to supply a security-type plexiglas enclosed bulletin board for the aforementioned use.

Section 3. Representatives of the P.B.A. shall be permitted to address the officers during roll call, provided that this does not unreasonably interfere with the normal operation of the Sheriff's Department. The supervisor in charge of the Roll Call may set the time during Roll Call when the P.B. A. representative will speak.

**ARTICLE XXII
EQUAL TREATMENT**

Section 1. The County and the P.B.A. agree that there shall be no discrimination against any employees because of race, creed, color, religion, sex, national origin, or political affiliation.

Section 2. The County and the P.B.A., agree that all employees covered under this Agreement have the right 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 P.B.A. against any member because of the member's membership or non-membership or activity or non-activity in the P.B.A.

**ARTICLE XXIII
MAINTENANCE OF OPERATIONS**

Section 1. The P.B.A. hereby covenants and agrees that during the term of this Agreement neither the P.B.A. 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 employees duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the County. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slow-down, walk-out, or job action, it is covenanted and agreed that participation in any such activity by a P.B.A. member may be deemed grounds for termination of employment of such employee or employees.

Section 3. The P.B.A. 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 P.B.A. 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 P.B.A. order.

Section 4. 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 P.B.A. or its members.

Section 5. The County agrees that it will not engage in the lockout of any of its employees.

ARTICLE XXIV MANAGEMENT RIGHTS

Section 1. 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:

(a) The executive management and administrative control of the County Government and its properties and facilities and activities of its employees by utilizing personal, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.

(b) 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 the work required.

(c) 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.

(d) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignments, and to promote and transfer employees.

(e) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

(f) 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.

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(g) 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.

Section 2. 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 specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

Section 3. 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 XXV FULLY BARGAINED AGREEMENT

Section 1. 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. During the term of the 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 XXVI GENERAL PROVISIONS

Section 1. Should any portion of this Agreement be held unlawful or unenforceable by any court or competent jurisdiction, such decision shall apply only to the specific portion of the Agreement affected thereby.

Section 2. It is agreed that the Board of Chosen Freeholders and P.B.A. may meet from time to time upon the reasonable request of either party to discuss matters of general interest and concern. Such meetings shall be initiated by the written request of either party which shall reflect the precise agenda of the meeting. A seven (7) day advance notice of such meeting is required.

Section 3. The County agrees to pay one-half the expense of printing 200 hundred (200) copies of this contract, i.e., one hundred seventy-five (175) copies for distribution to members of P.B.A. Local #277 and twenty-five (25) copies for the County's and the Sheriff's administrative use. The maximum costs for such printing shall be the Three Hundred Fifty (\$350) Dollars for Contracts.

Section 4. The County agrees to make pension deductions bimonthly in two (2) equal amounts.

Section 5. Payday shall be Thursday for all employees covered under this contract.

Section 6. In the event that the Camden County Sheriff's Department would absorb or merge with any other law enforcement agency, those non-Sheriff's Department officers who become employed by the Sheriff's Department will not bring with them any seniority for job bidding purposes.

Section 7. All Sections of this Agreement, except those Sections specifically with an effective date inserted in a particular Section, shall be retroactive to the beginning of the contract term of January 1, 2003, for all retirees, all Officers and Sergeants who were promoted, retired, current employees and those employees who were terminated. All provisions of this Agreement shall be for the benefit of all employees who at any time were covered by this contract, including any and all employees who are promoted, retired, or terminated for any reason. For example, if an Officer or Sergeant was employed any time on or after January 1, 2003, and if any Officer or Sergeant who was employed any time after January 1, 2003, retires, resigns, is terminated, or is promoted any time on or after January 1, 2003, then that Officer or Sergeant will receive the retroactive benefits from January 1, 2003 through his termination date, retirement date, transfer date, promotion date, etc.

Section 8. The retroactive payments for salaries, overtime, etc., shall be paid within thirty (30) days of the full execution and ratification of this Agreement.

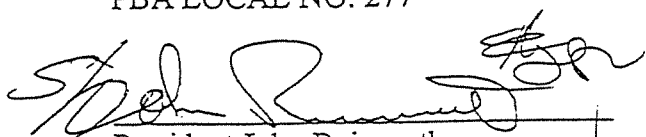
**ARTICLE XXVII
DURATION OF AGREEMENT**


This Agreement shall be in full force and effect as of January 1, 2003 through and including December 31, 2007.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County, State of New Jersey, on the dates set forth next to each signature.


PBA LOCAL NO. 277





President John Reinmuth
Date: 9/29/05


Witness
Date: 9/29/05

CAMDEN COUNTY
BOARD OF CHOSEN FREEHOLDERS



Director of the Board
Date: 10/6/05


~~Director~~ Clerk of the Board
Date: 10-7-05


Michael W. McLaughlin, Sheriff
Date: 10-7-05