

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

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**PREAMBLE**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2004, by and between the Camden County Board of Chosen Freeholders hereinafter called the "County", and the Camden County Supervisory Unit of Camden County Council No. 10, New Jersey Civil Service Association, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the County and the Union.

**ARTICLE I**  
**RECOGNITION**

- A. The Board of Chosen Freeholders recognizes Camden County Supervisory Unit of Camden County Council No. 10 N.J.C.S.A. as being the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed and attached hereto and by reference made a part of this agreement, and for such additional classifications as the parties may later agree in writing to include.
  
- B. The County shall notify the Union in writing prior to the creation of new titles, of new classifications of employees or the filling of existing positions.

## ARTICLE II

### CHECK-OFF

- A. The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Treasurer of the Union during the month following the filing of such card with the County.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.
- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish to the County either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letter head of the Union and signed by the President of the Union or Local Representative advising of such changed deduction.
- E. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Treasurer.
- F. Any such individual written authorization may be withdrawn at any time by the filing of such withdrawal with the County Treasurer. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15.9e as amended.
- G. The Union and/or Council #10 shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County or in reliance upon information furnished by the Union or official notification on the letter head of the Union and signed by the President of the Union or Local Representative.

**ARTICLE IIA**

**AGENCY SHOP**

- A. The County agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.
- E. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.
- F. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.
- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the County, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

### **ARTICLE III**

#### **WORK SCHEDULES**

- A. The regularly scheduled work week shall consist of thirty (30) through forty-two and one-half (42) hours per week as noted elsewhere in this Agreement. A modified work schedule shall be available to all employees as mutually agreed to by the affected employee, the employer, and the Union.
- B. The regular starting time for work shifts and work week will not be changed without one (1) week written notice, except in case of emergency, to the affected employee and without first having discussed the need for such changes with the Union.
- C. All employees covered by the Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week.
- D. When more than one work shift per day within a given classification exists, employees will be given preference of shifts in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year to exercise his or her preference of shift over a less senior employee. Such preference may be exercised only once within any twelve month period, and may not result in a less senior employee incurring a shift change more than once within any 12 month period.
- E. Employees who receive an unpaid lunch may elect to have either a one hour or a one-half hour lunch period. Such election shall be made no later than December 1 for the upcoming year and shall remain in effect for a minimum of one year. The employer, the employee, and the Union must all agree before any change is effective.

## ARTICLE IV

### RATES OF PAY

- A. The pay scales for all employees covered by this Agreement shall be set forth in the attached schedules. Employees covered by this Agreement will receive the following pay increases:
- 2003 - 4% effective first pay period
  - 2004 - 4% effective first pay period
  - 2005 - 3.5% effective first pay period
  - 2006 - 3.5% effective first pay period
  - 2007 - 3.5% effective first pay period
- B. New or additional employees hired during the term of this Agreement shall be governed by the attached pay scales.
- C. The established salaries are fixed on the basis of full-time positions. If the Board of Chosen Freeholders establishes any position on a part-time basis, or the Board approves the incumbent of any full-time position for part-time service only, the rate of pay for the position shall be proportionately reduced, unless otherwise stated.
- D. An employee who performs work in a higher paid classification than his own shall be temporarily assigned and paid for such work after performing said work for two consecutive weeks, or for more than three separate five consecutive day periods during a calendar year, spending at least fifty (50%) percent of his time on the higher paid job. Any employee shall be paid at the rate of his own classification when performing work in a lower paid classification.
- E. 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 highest rate of any employee holding that title to which the promoted or reclassified employee is raised. In no event shall such employee's salary be less than that which he received in his prior title.
- F. Employees covered by this contract shall receive the annual salary in the attached schedule.
- G. In lieu of compensation for work beyond the employee's regularly scheduled work week, employees shall receive during the lifetime of this Agreement an \$1,100 cash payment in December of each year. This section is no longer in effect as of the end of the last pay period of 2004.



**ARTICLE IV** cont'd

- H. Employees may elect by the 15th of December of each year to receive the next year's payment under paragraph G above in compensatory time rather than the in lieu of overtime cash payment. Compensatory time *earned pursuant to paragraph G. above or after 2004 pursuant to Article XXVIII* may be used at anytime. Any employee who leaves County employment shall be entitled to receive a cash payment for all compensatory time accrued at the employee's then current rate of pay.
- I. All titles which are designated "bilingual" shall be paid a minimum of \$500 more per year than the rate for that title without the bilingual designation. Where a bilingual title exists but is vacant, and the salary for that title is more than \$500 higher than that of the same title without the bilingual designation, the salary for the bilingual title shall be reduced to establish the \$500 differential.
- J. All employees in Public Works covered by this Agreement who earn and maintain a CDL license but who are not required by law to possess such license as a result of their regular job assignment, shall be paid an additional thirty-one (\$.31) cents per hour for all hours worked. All employees in Public Works covered by this agreement who hold CDL licenses shall be paid an additional ten (\$.10) cents per hour for each endorsement they earn so long as the endorsement is related to a job function performed by Public Works.
- K. All employees covered by this agreement at the date of signing shall have their annual salaries increased by \$600.00 effective the first pay period of 2005 in addition to the above percentage increase. This increase is for the individual and will be carried with them in title changes, etc., but is not a change in the rate for the title.
- L. Effective the date of the signing of this Agreement, employees who are on call during non-scheduled work hours shall receive \$.50 per hour for such on-call time.
- M. Employees performing HazMat response duties shall receive an additional two thousand dollars (\$2,000) added to the base salary for their title.

**ARTICLE V**

**DIFFERENTIAL PAY**

- A. 1. Effective upon signing of this Agreement, employees permanently assigned to the 2nd shift will be compensated at an additional rate of 10% of the hourly rate.
2. Employees permanently assigned to the 3rd shift shall be compensated at an additional rate of 8% of the hourly rate.
3. If an employee's hours of work overlap between the 1st and 2nd shift, for the convenience of the employer, differential pay shall be paid for those hours.
4. The intent of this section is that the individuals who actually work the evening/night shift shall receive the differential pay.

**ARTICLE VI**

**INSURANCE**

A. The County may continue its self-insurance program or utilize an insurance carrier so long as substantially similar benefits as exist under the 1979 Council #10 contract are provided except as provided below.

1. Effective at the signing of this Agreement, prescription co-pays shall be according to the following chart:

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

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

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

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

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<b>\$30,000 up to</b>	Brand Name	11%	Brand Name
<b>11%</b>	Generic	8%	Generic
<b>\$50,000</b>	Minimum Co-pay -\$3		Minimum Co-pay - \$6
	Maximum Co-pay:		Maximum Co-pay:
	2004 -	\$14	2004 - \$15

2005 - \$16	2005 - \$17
2006 - \$18	2006 - \$19
2007 - \$20	2007 - \$21

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

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

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<u>Employee Salary</u>	<u>Retail Co-pay</u>		<u>Mail Order Co-pay</u>	
<b>\$50,000 to \$70,000</b> 12%	Brand Name	12%	Brand Name	
	Generic	9%	Generic	9%
	Minimum Co-pay -\$3		Minimum Co-pay - \$6	
	Maximum Co-pay:		Maximum Co-pay:	
	2004 - \$16		2004 - \$17	
	2005 - \$18		2005 - \$19	
	2006 - \$20		2006 - \$21	
	2007 - \$22		2007 - \$23	

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

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

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<b>Over \$70,000</b> 16%	Brand Name	16%	Brand Name	
	Generic	11%	Generic	11%
	Minimum Co-pay - \$5		Minimum Co-pay - \$8	
	Maximum Co-pay:		Maximum Co-pay:	
	2004 - \$18		2004 - \$20	

2005 - \$20  
2006 - \$22  
2007 - \$24

2005 - \$22  
2006 - \$24  
2007 - \$26

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

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

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

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

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

calendar year for one (1) full year.

**ARTICLE VI** cont'd

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

**ELECTIVE PROCEDURES REQUIRING SECOND OPINION**

- 1. Bunionectomy
  - 2. Cataract Removal
  - 3. D & C (Dilation and Curettage)
  - 4. Hemorrhoidectomy
  - 5. Herniorrhaphy
  - 6. Hysterectomy
  - 7. Knee Surgery
  - 8. Spinal and Vertebral Surgery
  - 9. Ligation and Stripping of Varicose Veins
  - 10. Mastectomy or other Breast Surgery
  - 11. Prostatectomy
  - 12. Submucous Resection
  - 13. Tonsillectomy and/or Adenoidectomy
- b. All hospitalizations of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants or their attending physicians must contact the Pre-Certification Administrator to arrange for

this pre-certification. Denial decisions by the Pre-Certification Administrator may be appealed to the county Director of Insurance who

**ARTICLE VI** cont'd

shall be bound by the employee's doctor, which doctor will have the final say as to the necessity and length of hospital stay for the selected procedure. If any employee does not follow this procedure, the County's self-insured plan will only pay fifty percent (50%) of the costs associated with the selected procedure.

5. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program 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 medical circumstances require that the procedure be performed in a hospital.

**PROCEDURES WHICH MUST BE PERFORMED ON AN OUTPATIENT BASIS**

1. Tonsillectomy and/or Adenoidectomy
  2. Simple Hernia repair
  3. Excision of skin lesions and cysts
  4. Minor gynecological procedures
  5. Cataract Removal
  6. Dilation and Curettage
  7. Tubal Ligation
  8. Knee Surgery
  9. Bunionectomy
  10. Submucous resection
  11. Biopsies
  12. Correction Hammer Toe
  13. Removal of foreign body
  14. Vasectomies
  15. Bronchoscopy
  16. Laryngoscopy
  17. Minor Fractures
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6. Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an outpatient 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.

**ARTICLE VI** cont'd

7. There will be no benefits paid under the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.
8. Participants in the County's self-insured health 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 percent (50%) of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.
9. When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all rights of recovery of the participant against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.
10. Effective January 1, 1993, mental health and substance abuse benefits under the County's self-insured health benefits program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.
11. Effective January 1, 1993, benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
12. Effective January 1, 1993, the County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or 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.
13. All new employees hired between November 8, 1995 and the signing of this Agreement, shall be required to pay a portion of the premium cost for the

health care and prescription coverage selected in accordance with the following schedule:

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

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

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
1	20%
2	20%
3	17%
4	17%
5	13%
6	13%
7	10%
8	10%
9	10%
10	10%
11	0%

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

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

Effective 2000, the employee co-pay, however, will be reduced on an annual basis as follows: If the employee joins the lowest cost health insurance plan available at the annual period of open enrollment, the employee shall be entitled to a credit towards his/her percentage co-pay equal to the difference between the lowest cost plan

available and the average cost of all the other health insurance plans available. The employee shall receive the credit on the first two pays of each month. The credit may not exceed the employee's percentage co-pay. The average cost shall be determined by combining the costs for the County's self-insured traditional indemnity plan and the County's self-insured PPO plan at the prior year's rates, with the existing HMO's at the current rates, subtracting the lowest cost plan, and then dividing the remaining costs by the remaining total number of plans. Average costs shall be separately calculated for each type of coverage, i.e., single, husband/wife, parent/child, and family. The employee must remain in the lowest cost plan for the entire year in order to be entitled to the credit. If at any open enrollment period an employee elects not to remain in the lowest cost health insurance plan, the applicable

**ARTICLE VI** cont'd

employee percentage co-pay pursuant to this section shall be based solely on the employee's years of employment with the County.

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

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

<u>Years of Employment</u>	<u>Percentage Co-pay</u>
0 up to 10	COBRA only
10 up to 15	25%
15 up to 20	20%
20 up to 25	5%
Over 25	0%

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

Any participant who is ineligible for retirement and who ceases to be employed by the County for any reason other than termination for disciplinary reasons may purchase such health

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

15. The yearly deductible applicable to those employees enrolled in the County's traditional major medical plan shall increase to \$200 for single coverage/\$300 for family coverage.
  
- B. The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age 65, but only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the term of this agreement.
  
- C. The County will pay health insurance premiums for a plan providing benefits as required in Section A above for a County employee who has retired after twenty-five (25) years of service with the County. Any retiree age 65 or older who is receiving health benefits from the County through an HMO must enroll in a Medicare plan, if available, no later than three months after retirement, and remain enrolled so long as the Medicare plan is equal to or better than the traditional HMO being provided. Retirees may change their health care provider during the annual open enrollment period or if they relocate to an area which is not served by their current provider.
  
- D.
  1. Effective January 1, 1999 the County will pay or cause to be paid to the Council #10 Health and Welfare Fund the sum of \$250 per year for each employee who is a member of the Representative or for whom the Representative is the bargaining agent. This amount shall increase to \$300 effective January 1, 2000; shall increase to \$325 effective January 1, 2001; and shall increase to \$350 effective January 1, 2002.
  
  2. The Representative agrees to save and hold harmless the employer from any liability arising out of the administering of the fund to which this sum shall be

**ARTICLE VI** cont'd

paid on behalf of each employee as stated above, and further agrees to make available to the employer outside/independent audits or reports dealing with said funds on June 30th of each year during the term of the contract.

E. Eligible employees covered by this Agreement may choose, in writing, at any time, to participate in the "Optional Health Benefits Program" ("opt out"). Participation in this program is totally voluntary and is intended for those eligible employees who are covered by health insurance through a working spouse not receiving coverage as the result of employment by Camden County, a Camden County Row Office, the Camden County Mosquito Commission, the Camden County Superintendent of Schools, the Camden County Prosecutor's Office, the Camden County Health Services Center, the Camden County Library System, the Camden County Municipal Utilities Authority, the Camden County Improvement Authority, the Camden County Pollution Control Authority, the Camden County Superintendent of Elections, or the Camden County Board of Elections or who choose not to maintain the County's health coverage. Employees who hold elective office and are receiving health insurance benefits as a result of their elected office and employees who are receiving health insurance benefits as a result of their retirement from another public entity in New Jersey are not eligible for opt out.

No health and/or prescription opt out is permitted for spouses or dependents if both are and would otherwise be eligible for benefits through the County Insurance Division. However, such employees who are currently receiving opt out will be permitted to continue to receive an opt out payment until the first pay period of 2008, in declining percentage amounts over the term of this contract as follows. Upon the signing of this Agreement, these employees will receive 80% of the amount they otherwise would have been paid as set forth in Section E(3) below. Effective the first pay period of 2005, they will receive 60% of the opt out amount they would otherwise have received. Effective the first pay period of 2006, that amount will be reduced to 40% and effective the first pay period of 2007, the amount will be reduced to 20%. Effective the first pay period of 2008 and thereafter, their opt out payment will cease in entirety. This schedule for the reduction and elimination of opt out payments for such employees will be applicable to both active employees and those who retire during the term of this Agreement.

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

2. Eligible employees who opt to participate in this

program must do so for a minimum of one (1) year at a time. However, if an eligible employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will restore the employee, his or her spouse and/or dependents to coverage under the County's Self-Insured Plan for the remainder of that year, effective the first day of the following month. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment period. The employee can opt out any time during the year but must remain in the program for one full year.

3. All employees who are entitled to receive opt out and are not subject to the phase out set forth above and who elect to participate shall be paid the following amounts on a monthly basis:

Health Insurance

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

Prescription Benefits

From Family to No Coverage	174.33
From Husband/Wife to No Coverage	174.33
From Parent/Child to No Coverage	102.63
From Single to No Coverage	60.29
From Family to Parent/Child Coverage	71.71
From Family to Single Coverage	114.04
From Parent/Child to Single Coverage	42.34

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

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

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

- F. Effective January 1, 1993, the County of Camden will join or otherwise implement the terms of the New Jersey Temporary Disability program for all employees.
- G. All participants in an HMO shall be subject to a five dollar (\$5.00) co-pay for all visits to a primary physician. Effective upon the signing of this Agreement, all participants in an HMO and the PPO shall be subject to a ten dollar (\$10) co-pay for all visits to a primary physician and a co-pay of fifteen dollars (\$15) for all visits to a specialist.
- H. Effective January 1, 1999, the County shall provide as a covered benefit (1) mammograms once yearly for all female employees and/or dependents over age forty, or more frequently, or at an earlier age, if a physician so prescribes; and (2) pap smears of the type prescribed by the employee's or dependent's physician once annually or more often as prescribed by employee's or dependent's physician because of a particular medical condition and/or family history. A hearing exam every two years, or more frequently if medically prescribed, shall be included as a PPO benefit.
- I. Effective upon the signing of this Agreement, employees shall be responsible for extra costs, up to a maximum of \$3,000, incurred by the County if there is a change in an employee's life status (divorce, death of spouse, etc.) which would affect their health and prescription benefits and the employee does not report it to the County Insurance Division within 90 days of the event.
- J. The County shall implement a Section 125 Premium Conversion Plan which will permit the payment of certain employee contributions in pre tax dollars.
- K. Effective upon the signing of this Agreement, County employees who are the dependents of someone receiving benefits as the result of employment by Camden County, a Camden County Row Office, the Camden County Mosquito Commission, the Camden County Superintendent of Schools, the Camden County Prosecutor's Office, the Camden County Health Services Center, the Camden County Library System, the Camden County Municipal Utilities Authority, the Camden County Improvement Authority, the Camden County Pollution Control Authority, the Camden County Superintendent of Elections, or the Camden County Board of Elections, and who are otherwise eligible for health benefits, must choose one

type of health benefit coverage only and are not eligible for opt out.

- L. Effective January 1, 2003, the County shall provide as a covered benefit all prescription contraceptive medications and devices.

## ARTICLE VII

### SICK LEAVE WITH PAY

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

**ARTICLE VII** cont'd

charged to the employee's vacation, if any, provided that the employee agrees and further provided that such use of vacation time will not be used to circumvent either the provisions or the intent of Article XX, Strikes and Lock-outs.

- G. Abuse of sick leave will be cause for disciplinary action.
- H. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
- I. Full-time temporary employees in the County service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- J. Employees on a daily, hourly, or seasonal basis are not eligible for sick leave.
- K. Any employee who terminates service with the County with at least twenty five years of service and who is 55 years of age or older shall be entitled to lump sum terminal leave pay equal to one-half of the employee's earned and unused sick leave multiplied by his/her current rate of pay up to a maximum of ~~\$19,000~~ \$23,000.
- L. Effective January 1, 1996, employees who do not use sick time in any 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 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 on January 1 of the following year. All vacation leave taken in that year shall be initially charged against this additional earned vacation leave, and then against earned vacation leave pursuant to Article XIX. No employee shall be entitled to earn additional vacation time in any quarter if during that year the employee used 15 days of sick leave, unless that sick leave was used in conjunction with a hospital stay of three days or more. Additional vacation time earned must be used within two (2) years of its being credited or it will be lost. The provisions of this Section shall not be applicable to shift employees working in a 24 hour operation.

**ARTICLE VIII**

**MILITARY LEAVE**

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

## **ARTICLE IX**

### **JURY DUTY**

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

1. In State Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.
2. In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5.00) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5.00) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the County Treasurer's office.
3. Employees assigned to the second or evening shift shall be given their shift off without loss of pay when performing jury duty. Employees assigned to the 11PM to 7AM shift at the Youth Center and to the 7PM to 7AM shift at the Communications Center shall receive the shift off which precedes their jury duty unless the employee is scheduled off for that shift, in which case the employee will receive the succeeding shift off.

**ARTICLE X**

**COURT TIME**

- A. Employee shall be given time off without loss of pay when commanded to appear as a witness and not a party before a court, legislative committee, or judicial or quasi-judicial body.
  
- B. The provisions of Section A above shall not apply for appearances by an employee in connection with any activities set forth in Article XX Strikes and Lock-Outs.

**ARTICLE XI**

**EMERGENCY LEAVE**

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

**ARTICLE XII**

**BEREAVEMENT LEAVE**

- A. In the event of the death of an employee's mother, father, spouse, child, foster child, step child foster parent or step parent, the employee shall be granted five (5) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.
  
- B. In the event of the death of an employee's mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother or sister, the employee shall be granted three (3) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.
  
- C. In the event of the death of an employee's brother-in-law or sister-in-law, the employee shall be granted two (2) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.

**ARTICLE XIII**

**MATERNITY LEAVE**

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

## ARTICLE XIV

### FRINGE BENEFITS

- A. When an employee is injured on duty, he is to receive workers' compensation due him plus the difference between the amount received as compensation and his net salary during the period of temporary disability, up to a maximum of forty-five (45) working days. Employees entitled to workers' compensation benefits shall continue to receive a regular paycheck from the County during the period of temporary disability, up to a maximum of forty-five (45) working days. The County shall be entitled to an assignment by the employee of the workers' compensation benefits due and payable to him for this period. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive workers' compensation. If the employee is entitled to use and authorizes the County to charge time to accumulated sick leave, the employee may receive the difference between the amount received as workers' compensation and his salary.
  
- B. Employees required to travel on authorized, necessary County business and who are required to use their personal vehicle shall be reimbursed at the applicable IRS rate per mile plus out-of-pocket expenses. In addition, employees are entitled to approved out-of-pocket expenditures.
  
- C. Where employees, as a condition of their job, are required to use their personal vehicles for official County business, said employees will declare such use on their application for automobile liability insurance. Upon presentation by them of an invoice from their insurance carrier evidencing an increased premium for business coverage, the County will pay \$25 to the affected employee on an annual basis.
  
- D. Those employees who, as a requisite of employment, are required to wear specified uniforms (as opposed to conforming to a specified dress code) shall either be furnished those uniforms or receive an annual uniform allowance of \$325 beginning the first pay period of 2000. Employees required to wear work shoes shall receive \$150 per year beginning the first pay period of 2000. Employees required to wear tailored uniforms, which are furnished by the employer, shall receive \$450 per year for cleaning purposes beginning the first pay period of 2000. Employees at the Communications Center and at the Youth Center required to wear tailored uniforms shall receive a uniform allowance of \$600 per year effective the first pay period of 2004, which shall increase to \$650 per year effective the first pay period of 2005, and shall increase to \$700 per year effective the first pay period of 2006. At the County's option, the County may provide uniforms and the maintenance thereof. If such option is exercised, the uniform maintenance allowance of this section shall not be applicable. Uniform allowances shall be pro-rated based on the

actual number of weeks worked.

1. When provided with County insignia, employees shall have the insignia sewn on the uniform.

**ARTICLE XIV** cont'd

2. Where applicable, uniform allowance shall be paid no later than December 15 of the current year.
  3. New or additional employees hired during the term of this agreement and required to wear a tailored uniform shall be supplied by the County during the first year of employment and shall not receive a uniform allowance for the initial calendar year. Subsequently, said employees shall either be furnished uniforms as required or shall be entitled to a uniform allowance under the terms of this Agreement.
- E. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month.
- N. Employees shall be entitled to be reimbursed by the County for all costs incurred in attending seminars, training programs, or attendance at courses in an accredited educational institution so long as such courses, seminars, and/or training program are required for the employee to maintain a license, or to meet State and/or Federal Regulations relating to their employment with the County of Camden.
- O. The Institutional Fire Chief of the Lakeland Complex shall receive \$750 per year for acquiring and maintaining required and recommended certifications and licenses.
- P. Employee covered by this Agreement shall be eligible for tuition reimbursement toward either their Bachelors or Masters Degree in a field related to their job duties after their first year of employment in accordance with the following program:
1. Employees shall be eligible for up to six credits of tuition reimbursement per semester after approval by the Department Head at a rate not to exceed the cost of a Rutgers's Camden Undergraduate Credit.
  2. All courses will be approved by the Department Head prior to the course being taken and payment shall be made after grades are received at the following rate: No reimbursement for a grade of D, F or Withdraw or Fail. Anything else will be reimbursed at full rate.



**ARTICLE XV**

**PERSONAL DAYS**

- A. All employees covered by this Agreement shall enjoy four (4) personal days per year for personal, business, household, or family matters described in this Section and shall be non-accumulative.
- B. Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work-day.
- C. Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.
- D. Request for a personal day, along with the reasons therefore, must be submitted at least three (3) full working days in advance and is subject to approval of the employee's supervisor. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the workday. Personal leave will not be granted if it interferes with the manpower needs of the department.

## **ARTICLE XVI**

### **SENIORITY**

- A. Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire. Employees who are laid off by the County and are subsequently re-employed by the County in any capacity within seven (7) years of the effective date of the layoff shall receive seniority credit for all time worked for the County prior to layoff with respect to all provisions of this Agreement.
- B. An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when he was not employed by the Employer.
- C. For employees with the same total length of service, seniority preference shall be given in alphabetical order of the employee's last name.
- D. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Representative upon request.
- E. Except where New Jersey Civil Service statutes require otherwise, in cases of provisional and temporary promotions, demotions, lay-offs, recalls, or where vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference provided that the exercise of such will have no adverse effect on productivity.

## ARTICLE XVII

### HOLIDAYS

- A. The following National Holidays are recognized as paid holidays when celebrated as holidays.

New Year's Day	Friday before Labor Day
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
Good Friday	General Election Day
Memorial Day	Veterans' Day
Fourth of July	Thanksgiving Day
	Christmas Day

- B. Holidays which fall within an employee's vacation period shall not be charged to the employee's vacation time.
- C. It is understood that there shall be only one (1) day of celebration in the event the holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration.
- D. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday. This shall not apply to employees working in twenty-four hour operations at the Communications Center.
- E. When the Board of Freeholders declare by formal action a day off for all County Employees, those who are required to work on such a day off shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other Representative Associations or Unions. Employees who work more than one half the day will receive a whole day as compensatory time.
- F. The granting by the Board of Freeholders of a day off or a holiday in addition to those enumerated in Section A. shall not be considered as a precedent and is subject to Freeholder approval each and every time such day off or holiday is granted.
- G. Employees who are required to work on a holiday shall be granted compensatory time at a rate of time and one-half in addition to holiday pay.
- H. If an employee is serving a suspension on a day before or a day after a holiday and as a result is disqualified from receiving holiday pay under this Section, the holiday shall be counted as a day of suspension.

## **ARTICLE XVIII**

### **LONGEVITY**

Effective the first pay period of 1998, employees had their longevity pay added to their base pay. For purposes of this conversion, employees were entitled to longevity pay added to their base in an amount one level higher than they would ordinarily be entitled to based on their years of service. Employees who had more than 20 years of service were entitled to a maximum of \$1,600. Employees may still request that an amount equal to their 1998 longevity payment be withheld from their regular paychecks and paid directly to the account of their choice through out the year.

**ARTICLE XIX**

**VACATIONS**

- A. Employees in the County Service, except for shift employees employed in a twenty-four hour operation, shall be entitled to vacation as follows:
1. Effective 2000, permanent full-time employees in the County shall be entitled to the following annual vacations accruing on a monthly basis with pay:
    - a. Up to one year of service, one working days vacation for each month of service.
    - b. After one year and up to ten years of service - twelve (12) working days vacation.
    - c. After ten years and up to fifteen years of service - eighteen (18) working days vacation.
    - d. After fifteen years and up to twenty years of service - twenty (20) working days vacation.
    - e. After twenty years and up to twenty-five years of service - twenty-five (25) working days vacation
    - f. After twenty-five years of service - twenty-eight (28) working days vacation.
  2. Temporary full-time employees in the County Service shall be entitled to vacation leave to the same extent such leave is provided for permanent employees.
  3. Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the above schedule.
  4. Employees on a daily, hourly or seasonal basis are not eligible for vacation leave.
  5. Shift employees employed in a twenty-four hour operation shall be entitled to the following annual vacation with pay based upon vacation entitlement as defined in Article XXVII, if applicable:
    - a. Up to one year of service, one working day vacation for each month of service.

**ARTICLE XIX** cont'd

- b. After one year and up to ten years of service - twelve (12) working days vacation.
  - c. After ten years and up to twenty years of service – eighteen (18) working days vacation.
  - d. After twenty years of service - twenty-five (25) working days vacation.
- B. Where in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the County may be carried forward into the next succeeding year only and will be scheduled to be taken in the next succeeding year. However, if in the second year, due to the pressure of work as determined by the County, the employee still has accumulated vacation that will be lost, the employee has a right to sell that time only. All vacation time taken shall be initially charged against vacation time earned in accordance with Article VII, Section L, and then against vacation time earned pursuant to this Article.
- C. Employees shall be allowed to use vacation time not accrued, in anticipation of continued employment provided that such time is scheduled time with the approval of the Department Head.
- D. If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate within sixty (60) days.
- E. Vacation time cannot be used for sick time without the express written consent of the employee.
- F. In order to exercise seniority, vacation requests shall be submitted by the employee to his or her Department Head by April 1st, so that the Department Head can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1st, will result in a loss of seniority preference for the employee.

**ARTICLE XX**

**STRIKES AND LOCKOUTS**

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the County. The Union agrees that such action would constitute a material breach of this Agreement.
  
- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the County, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
  
- C. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.
  
- D. The County agrees that it will not engage in the lock-out of any of its employees.

**ARTICLE XXI**

**SAFETY AND HEALTH**

- A. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.
  
- B. In the case of an emergency, affecting employees covered by this Agreement, declared by local police authorities, it shall be the Employer's duty to notify all Department Heads as soon as possible with respect to an appropriate course of action.
  
- C. Employees must wear all safety equipment provided to them by the County. Failure to do so shall subject the employee to possible disciplinary action.

## **ARTICLE XXII**

### **EQUAL TREATMENT**

- A. The County and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.
- B. The County and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the County or the Union against any member because of member's membership or non-membership or activity or non-activity in the Union.
- C. The County may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced, insofar as practicable. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established as provided by N.J.S.A. 34:13A-5-3.
- D. Insofar as practicable, ten (10) working days prior to the implementation of any new rules or changes of rules of work and conduct for employees, the County agrees to notify the Union of said rules or changes.
- E. This Agreement shall be equitably applied to all employees covered by the Agreement.
- F. The Union as well as the affected employee shall receive a copy of any disciplinary actions and attachments which are placed in an employee's file. All employees shall have the right to review their personnel files upon reasonable request.

## ARTICLE XXIII

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department. The County and the Union will meet periodically at either party's request to discuss and try to settle as many grievances as possible prior to a hearing at Step 3. Both parties commit to settle outstanding grievances without the time and expense of having to go through the process below.
- C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the County, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.
2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

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

**ARTICLE XXIII** cont'd

Step Two: If no agreement can be reached orally within fourteen (14) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within fourteen (14) calendar days thereafter to the designated County representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The designated County representative will answer the grievance in writing within fourteen (14) calendar days of receipt of the written grievance. Where the Step One immediate supervisor and the Step Two designated County Representative are the same person, or for other reasons, separate steps are ineffective, Step One and Step Two shall be treated as being integrated, but in no event may a Union member represent the County in regard to this Article.

Step Three: If the Union wishes to appeal the decision of the designated County Representative, such appeal shall be presented in writing within fourteen calendar days thereafter to the Division of Human Resources to be scheduled for a hearing before a County designated Hearing Officer. The Hearing Officer shall respond, in writing, to the grievance within thirty (30) calendar days of the Hearing. The County and the Union shall attempt to agree on which matters are scheduled for presentation to the County Hearing Officer on each hearing date. If no agreement is reached, each party shall have the right to designate fifty percent of the matters to be heard. Hearings may be postponed if witnesses are not available.

Step Four: If either party wishes to appeal the decision of the Hearing Officer, such appeal shall be presented in writing to the County Administrator within fourteen (14) calendar days thereafter. The Union may opt to proceed directly to Step Five. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The County Administrator or his designee, shall respond in writing to the grievance within twenty (20) calendar days of the submission.

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

**ARTICLE XXIII** cont'd

- E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding on the parties.
- F. Upon prior notice to and authorization of the Department Head or his designee, the designated Union Representative shall be permitted to confer with members of the Grievance Committee, employees, and other County officials on a specific grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County of Camden or require the recall of off-duty employees.
- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, or if the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure, but any such agreement must be in writing to be effective.
- H. In the event the aggrieved elects to pursue remedies available through the Civil Service or EEO or Civil Rights complaint procedures, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Administrator on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

## ARTICLE XXIV

### GENERAL PROVISIONS

- A. It is agreed that the Board of Freeholders and the Supervisory Unit of Council #10 may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given Council #10 or the Board of Freeholders. The parties further agree to establish a Labor-Management Committee to meet on a regular basis to discuss issues confronting the County and its workforce. Topics shall include, but not be limited to, health care costs, layoffs, and training for displaced employees. The Committee shall consist of a mutually agreed upon number of members with half designated by the County and the other half designated by Council #10.
- B. Employees who are covered by this Agreement shall perform the duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions.
- C. Agents of the Union will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as there is no undue interference with the Employer's work. Whenever any employee of the County who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in regular pay or be charged with sick leave or vacation time. Employees will be allowed to leave their work station up to one-half (1/2) hour prior to the meetings and will be required to return to their work station at the conclusion of the meeting provided there is at least one and one-half (1 1/2) hours of work time remaining. In no event shall the President of Council #10 be allowed more than one hour per week to conduct Union Business of any kind. Such business will be limited to employer - related business.
- D. No more than two (2) member of the Supervisory Unit will be permitted to attend New Jersey Civil Service Association meetings and conventions, without loss of pay, in accordance with R.S. 38:23-2.
- E. The Union will be permitted to post union-related information on Union bulletin boards.
- F. No more than one employee who becomes a full-time employee of Camden Council #10 shall, upon request, be granted a leave of absence, without pay and without loss of seniority, subject to Civil Service rules and regulations, for three years with a three-year extension.

**ARTICLE XXIV** cont'd

- G. The County shall be responsible for printing this collective bargaining agreement in booklet form within sixty (60) days of its execution by the parties. The cost of printing shall be shared equally by the parties. No less than 175 copies shall be printed, 125 to be provided to the Union and 50 to be retained by the County. The Union shall be responsible for distribution to all persons covered by the Agreement.
  
- Q. Representatives of the County and Council #10 Supervisory Unit shall meet, at either party's request, to discuss issues associated with the sell-back of compensatory time.
  
- R. All announcements for open competitive and/or promotional examinations shall be sent to the Union as soon as possible.

**ARTICLE XXV**

**SEPARABILITY AND SAVINGS**

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

**ARTICLE XXVI**

**MANAGEMENT RIGHTS**

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

**ARTICLE XXVI** cont'd

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption and administration of policies, rules, regulations and practices as well as the use of judgement and discretion shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
  
- C. Nothing contained herein shall be construed to deny or restrict the county of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county, or local laws or regulations.

## ARTICLE XXVII

### TWENTY-FOUR HOUR OPERATIONS

This Article applies to employees working in scheduled 24-hour operations.

- A. Employees will have their schedules arranged on the shift assigned in a manner which will assure on a rotation basis that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year insofar as practicable, with a minimum of every other scheduled weekend off as long as the employee is assigned to a 12 hour shift schedule.
- B. If an employee's work schedule is changed, all time off which was pre-approved at the time of the change shall be honored. If, as a result of the schedule change, the employee's regular day(s) off change, the employee may use accumulated vacation, personal or compensatory time so as to still have those former regular day(s) off, so long as the employee makes the request within one week of the effective date of the schedule change.
- C. Double the full-time employees regular hourly rate of pay shall be paid for work in excess of two consecutive regular shifts or for shift work in excess of sixteen consecutive hours, but double time shall be paid in compensatory time only for such hours worked in excess of sixteen hours.
- D. Employees who work sixteen or more consecutive hours shall be given at least an eight hour break before being required to report back to work. This provision shall not apply when employees are working in excess of their regular hours of duty because of weather conditions, a state of emergency declared by the President, Governor, or Freeholder-Director/OEM Coordinator, riotous conditions, or in the field communications unit. If an employee has worked sixteen or more consecutive hours and is scheduled to return to work with less than an eight hour break in between, the employee may delay returning to work for up to two hours by charging his/her compensatory time. If the employee does not have compensatory time, he/she may charge vacation or personal time, or if the employee has no such time, then the employee may use sick time or as a last resort be in no pay status.
- E. All employees who are scheduled off on the holiday shall receive a day's pay for the holiday. Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half pay for the hours worked on that holiday, in addition to the holiday pay. Employees who are assigned to 24 hour operations at the Communications Center and the Youth Center who work New Year's Day (January 1<sup>st</sup>), the Fourth of July, Veteran's Day (November 11<sup>th</sup>), and Christmas Day (December 25<sup>th</sup>) shall be paid holiday pay for their entire shift when their reporting time occurs on the actual legal holiday.

ARTICLE XXVII cont'd

- F. With the exception of employees working at the Communications Center, voluntary overtime shall be distributed by classification and seniority from the most senior on a rotating basis beginning with the employee immediately following the last senior employee who worked. Mandatory overtime shall be distributed by classification and seniority from the least senior on a rotating basis beginning with the next senior employee immediately following the last employee who worked. In Communications, all voluntary and mandatory overtime shall be distributed on a rotation basis as set forth above except that an alphabetical list shall be used rather than a seniority list and except that the Communications Center may continue its practice of calling the first available personnel to fill vacancies where the need for overtime was not known prior to the beginning of the shift.
- G. Only ten days of compensatory time earned after the date of signing of this Agreement may be carried into December of any contract year; the current value of all such time in excess of ten days will be paid to the employee by the County prior to December 15.
- H. Beginning in year 2000, employees regularly assigned to shifts in 24 hour operations may sell back their unused accumulated sick time up to a maximum of 15 days per year at their current rate of pay. Employees must submit their request to sell back accumulated sick time by December 1 of the current year. Payment shall be made by the County no later than January 15 of the following year. These employees have the right to elect to continue accumulating sick leave as per civil service rules or take cash payment as provided above.
- I. Employees covered by this Agreement who are employed at the Camden County Communications Center and who work a twelve (12) hour shift shall receive benefits such as vacations, sick days, etc., which are prorated to reflect this length of shift. For example a twelve (12) hour shift employee will receive two (2) sick days for each three (3) received by an eight (8) hour shift employee. However, with respect to discipline, a day shall be considered eight (8) hours. The County may discontinue the aforementioned twelve (12) hour shift.

**ARTICLE XXVIII**  
**OVERTIME**

A. Effective the first pay period of 2005, time and one half pay shall be paid for any time worked outside of an employee's regularly scheduled work day, or on Saturday or Sunday for other than 24-hour employees. This compensation shall be as cash payment or as compensatory time at the discretion of the employee. The employee shall notify the employer of his/her choice as soon as possible after the time is earned. All overtime work must be approved in advance by the employee's supervisor.

B. Other than in 24-hour operations, time and one half pay shall be paid as in Section A for all time worked in excess of sixteen consecutive hours.

**ARTICLE XXIX**

**FULLY BARGAINED AGREEMENT**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
  
- B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE XXX**

**DURATION**

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Camden, New Jersey on this date \_\_\_\_\_.

For Council #10 N.J.C.S.A.  
Camden County Supervisory Unit

For The Camden County Board  
of Chosen Freeholders

\_\_\_\_\_  
  
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\_\_\_\_\_  
Clerk of the Board