

AGREEMENT

Between

CAMDEN COUNTY

HEALTH SERVICES CENTER

BOARD OF MANAGERS

and

CAMDEN COUNTY COUNCIL #10

N.J.C.S.A.

January 1, 2003 to December 31, 2006

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PREAMBLE

This Agreement entered into this _____ day of _____, 2004 by and between the CAMDEN COUNTY HEALTH SERVICES CENTER BOARD OF MANAGERS, hereinafter called the Center and CAMDEN COUNTY COUNCIL NO. 10, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the Center 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 Center and the Union.

ARTICLE I
RECOGNITION

The Board of Managers recognizes the Council as being the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed and attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

The Board of Managers 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 Board of Managers 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 Board of Managers.
- 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 letterhead 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 Chief Financial Officer.
- F. Any such individual written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Chief Financial Officer. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15.9e as amended.
- G. The Union shall indemnify, defend, and save the Board of Managers 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 Board of Managers or in reliance upon information furnished by the Union or official notification on the letterhead of the Union and signed by the President of the Union or Local Representative.

ARTICLE IIA

AGENCY SHOP

- A. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board of Managers.
- 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 Board of Managers, 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 Board of Managers or require the Board of Managers 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 Board of Managers 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 Board of Managers in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Board of Managers, 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-five (35) through forty (40) hours per week as noted elsewhere in this Agreement.

- H. The regular starting time for the work shifts will not be changed without one (1) week notice, except in case of emergency, to the affected employee and without first having discussed the need for such changes with the Unions.

- I. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees so assigned 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.

- D. Where more than one work shift per day within a given classification exists, employees will be given preference of shifts in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.

- E. All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week.

- F. An alternative work schedule is defined as the working of hours or shifts outside Center's normal scheduled times. There are two kinds of alternative work schedules:
 - a. Where the daily starting and ending times are determined by workload as long as the total time worked in the pay period is at least equal to the employee's normal working hours during the pay period; or
 - 2. Where the employee works a repeating schedule that falls outside the Center's normal scheduled days and times.

Employees may work an alternative work schedule if mutually agreed to by the employee, the employer and the Union. Once an alternative work schedule is agreed to it may not be changed more frequently than once every six months by either by the employee or the employer, except in case of an emergency. Notice of available alternative work schedules will be posted by the Center.

ARTICLE IV

OVERTIME

- A. Overtime refers to anytime worked beyond the regular hours of duty and is granted only when an employee is ordered to work by a department head. Employees who violate this section will be subject to Article XXIX, paragraph A.
- B. Time and one-half the full time employee's rate of pay shall be paid for work under any of the following conditions:
 - 1. All work performed in excess of the employee's regular hours of duty in any one day.
 - 2. All work performed in excess of the employee's regular hours of duty in any one work week. Hours for which time and one-half or double time is paid shall not be included in the base weekly hours.
 - 3. All work performed on Saturday and Sunday as such, except for those employees assigned on continuous operations.
 - 4. Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half pay for the hours worked on that holiday, in addition to the holiday pay. Other employees who are required to work on a holiday shall receive time and one-half pay for the hours worked on that holiday in addition to a day's pay for the holiday as such.
- C. Double-time the full-time employees regular hourly rate of pay shall be paid for work in excess of two (2) consecutive regular shifts.
- D. Employees shall have the option of taking compensatory time in lieu of cash payment for overtime. If an employee chooses compensatory time in any instance, the amount of such time will be computed on the basis as set forth above. Compensatory time off must be scheduled and approved by the Department Head.
- E. Overtime work shall be distributed as equally as possible among employees within the same classification. Employees may be required to work a reasonable amount of overtime. An employee may be excused from an overtime assignment provided he has presented a valid excuse which has been approved by the Department Head. However, the Department Head may require the employee with the least seniority to work an overtime assignment.
- F. Overtime shall be paid currently, or at least no later than the second pay period after overtime was served, if funds are available and if overtime pay has been agreed upon.

ARTICLE V

COMPENSATORY TIME

Compensatory time earned shall be calculated for each employee as of April 30th of each year for the preceding year beginning May 1 and ending April 30. All compensatory time earned during that time period must be used before April 30th of the following year or sold. Employees may retain no more than the equivalent of ten (10) work days of compensatory time for their use as of each April 30th. Compensatory time sold will be paid by June 15 of each year at the rate in effect at the time.

Time Earned.....	Must be taken or sold by
From May 1, 2001 to April 30, 2002	April 30, 2003
From May 1, 2002 to April 30, 2003	April 30, 2004
From May 1, 2003 to April 30, 2004	April 30, 2005
From May 1, 2004 to April 30, 2005	April 30, 2006
From May 1, 2005 to April 30, 2006	April 30, 2007
From May 1, 2006 to April 30, 2007	April 30, 2008

ARTICLE VI

CALL IN TIME

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

ARTICLE VII

RATES OF PAY

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

ARTICLE VII cont'd

- G. Salaries authorized under this Agreement shall be interpreted as exclusive of maintenance costs (room and meals) for employees, where applicable. All employees shall be entitled to ½ hour unpaid lunch.
- H. Employees covered under this Agreement will receive pay changes or increases as follows:
- Effective pay period one of 2003 – 1.75% pay increase on the hourly rate.
- Effective pay period fourteen of 2003 – 1.25% pay increase on the hourly rate.
- Effective pay period one of 2004 – 2% pay increase on the hourly rate.
- Effective pay period fourteen of 2004 – 2% pay increase on the hourly rate.
- Effective pay period one of 2005 – 3.5% pay increase on the hourly rate.
- Effective pay period one of 2006 – 3.75% pay increase on the hourly rate.
- I. The employees hired during calendar year 1981 will receive the 1978 annual salary as modified by Paragraph H. Employees hired during calendar year 1982 will receive the 1981 annual salary for the job classification unadjusted by the salary increment provided during 1982. All employees who are below Class III in salary classification shall be subject to the step procedure as set forth below and shall be entitled, if qualified, to receive annual pay increments in addition to those as provided in Paragraph H above.
1. The Board shall institute a performance evaluation system beginning January 1, 1987 for employees covered by this Agreement.
 2. Commencing January 1, 1987, all employees below Class III, on or about their anniversary date, shall begin the first step in the evaluation system by mutually establishing the performance description and performance standards for their position with their supervisor. If there is no mutual agreement, the supervisor shall have the right to establish the performance standards and performance description.
 3. Starting 1993 all employees will be evaluated in June.
 4. Commencing in 1989, employees seeking the economic benefit of the step program shall be required to achieve a performance level of "satisfactory" or above in accordance with the procedures outlined below. The performance standards to be applied shall be as follows:

ARTICLE VII cont'd

- a. Beginning in 1989, all employees covered by this Agreement who were hired between January 1, 1979 and December 31, 1981, shall have applied to them a performance standard of "satisfactory" or above, on their anniversary date during the year 1989 and thereafter in order to move up one step. For the year 1989, all employees hired since January 1, 1982 must achieve a performance standard of "better than satisfactory" or higher in order to move up one step.
 - b. Beginning in 1990, all employees covered by this Agreement who were hired between January 1, 1982 and December 31, 1984 shall have applied to them a performance standard of "satisfactory" or above on their anniversary date during the year 1990 and thereafter in order to move up one step. For the year 1990, all employees hired since January 1, 1985 must achieve a performance standard of "better than satisfactory" or higher in order to move up one step.
 - c. Beginning in 1991, all employees covered by this Agreement shall have applied to them a performance standard of "satisfactory" or above on their anniversary date during the year 1991 and thereafter in order to move up one step.
5. No employee may move more than one step in the step procedure per year.
 6. All employees who hold a title where there exists a minimum and maximum salary within each salary classification, shall effective on their anniversary date in 1988, have their salaries adjusted so as to receive the maximum salary for their salary classification. All minimum salaries for these positions shall be eliminated as of December 31, 1988. All employees so affected shall begin the performance evaluation system as set forth in paragraphs 2 through 5 above beginning on their anniversary date in 1988 and the economic effect, if any, of the step procedure for these employees will be implemented effective on the employee's anniversary date beginning in 1989.
- H. The provisions of Paragraph 4 above shall be subject to Article XXV, Grievance Procedure through and including Step Three only.
8. The lowest step in the salary schedule shall be the hiring rate. All steps shall increase each year as provided in Section H above. The parties agree to renegotiate the hiring rates upon the request of either party to reflect market conditions.

ARTICLE VII cont'd

- J. Employees holding a title permanently, or provisionally for two years or more, who are laid off by the Board and later recalled within two years will receive the same salary classification as they had immediately prior to layoff, and irrespective of whether the former title was covered by the Agreement.
- K. Whenever an employee's wages are increased as a result of an increase in hours, such increases shall be implemented immediately on the effective date of the increase.

ARTICLE VIII

DIFFERENTIAL PAY

- A.
 - 1. Employees permanently assigned to the 2nd shift will be compensated at an additional rate of 10% of the hourly rate provided such employee's regular work day schedule is seven (7) or more hours.
 - 2. Employees permanently assigned to the 3rd shift shall be compensated at an additional rate of 8% of the hourly rate, provided such employee's work day schedule is seven (7) or more hours.
 - 3. If an employees hours of work overlap between the 1st and 2nd shift, for the convenience of the employer, differential pay shall be paid for those hours.
- B. Continuous operations employees will be entitled to a \$2.50 per hour weekend differential for time actually worked on Saturday and /or Sunday as part of the employee's regular work schedule, which amount shall increase to \$2.75 per hour effective the first pay period of 2004. Employees who are absent on a scheduled weekend day which is non-pre-approved, a sick absent call or an emergency personal day will be required to make us the day on a scheduled weekend day off on the same shift at straight time without the applicable differential rate.

ARTICLE IX

INSURANCE

A. The Board of Managers shall continue to provide all employees with health benefits through the County plan. The County may continue its self-insurance program or utilize an insurance carrier so long as substantially similar benefits as exist under the 1979 contract are provided, except as provided below:

1. 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 or PPO shall be subject to a ten dollar (\$10) co-pay for all visits to a primary physician and a fifteen (\$15) co-pay for all visits to a specialist.
2. Effective upon the signing of this Agreement, the prescription co-pay for employees shall be as follows:

EMPLOYEES WITH A SALARY UNDER \$30,000 –

Percentage Co-pays:

Retail Purchases	Mail Order Purchases
Brand Name Drugs – 7%	Brand Name Drugs – 7%
Generic Drugs – 4%	Generic Drugs – 4%
Minimum Co-pay/Prescription - \$3	Minimum Co-pay/Prescription - \$6

Maximums:

Retail Purchases/Prescription	Mail Order Purchases/Prescription
2004 - \$8	2004 - \$9
2005 - \$10	2005 - \$11
2006 - \$12	2006 - \$13

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

2004 - \$400
2005 - \$450
2006 - \$500

EMPLOYEES WITH A SALARY OF \$30,000 – \$50,000

Percentage Co-pays:

Retail Purchases
Brand Name Drugs – 8%
Generic Drugs – 5%
Minimum Co-pay/Prescription - \$3

Mail Order Purchases
Brand Name Drugs – 8%
Generic Drugs – 5%
Minimum Co-pay/Prescription - \$6

Maximums:

Retail Purchases/Prescription
2004 - \$10
2005 - \$12
2006 - \$14

Mail Order Purchases/Prescription
2004 - \$11
2005 - \$13
2006 - \$15

Maximum per Card (including all covered dependents)/Year

2004 - \$700
2005 - \$750
2006 - \$800

EMPLOYEES WITH A SALARY OF \$50,000 – \$70,000

Percentage Co-pays:

Retail Purchases
Brand Name Drugs – 9%
Generic Drugs – 6%
Minimum Co-pay/Prescription - \$3

Mail Order Purchases
Brand Name Drugs – 9%
Generic Drugs – 6%
Minimum Co-pay/Prescription - \$6

Maximums:

Retail Purchases/Prescription
2004 - \$12
2005 - \$14
2006 - \$16

Mail Order Purchases/Prescription
2004 - \$13
2005 - \$15
2006 - \$17

Maximum per Card (including all covered dependents)/Year

2004 - \$1,100
2005 - \$1,300
2006 - \$1,500

EMPLOYEES WITH A SALARY OF OVER \$70,000 –

Percentage Co-pays:

Retail Purchases	Mail Order Purchases
Brand Name Drugs – 11%	Brand Name Drugs – 11%
Generic Drugs – 8%	Generic Drugs – 8%
Minimum Co-pay/Prescription - \$5	Minimum Co-pay/Prescription - \$8

Maximums:

Retail Purchases/Prescription	Mail Order Purchases/Prescription
2004 - \$14	2004 - \$15
2005 - \$16	2005 - \$17
2006 - \$18	2006 - \$19

**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

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.

3. 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.

ARTICLE IX cont'd

4. 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 Board of Managers 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.
 - b. Certain other "Preferred Providers" as designated by the Board of Managers 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.
5. 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

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- 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 must contact the Administrator of the County's Self-Insured Benefits Program to arrange for pre-certification. Decisions which deny pre-certification may be appealed to the plan administrator. If the 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.

6. 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 of Hammer Toe
 13. Removal of Foreign Body
 14. Vasectomies
 15. Bronchoscopy
 16. Laryngoscopy
 17. Minor Fractures
-
7. Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.

ARTICLE IX cont'd

8. 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.
9. Participants in the County's self-insured health benefit program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program, which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.
10. 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.
- H. 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.
12. 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.
13. Effective January 1, 1993, the County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or retirees claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the amount that the self-insured plan would normally cover -as if it were the primary plan.
14. All employees hired after October 3, 1995 and prior to 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.

ARTICLE IX cont'd

<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	6%
H.	4%
I.	0%

All new employees hired after 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 capped at no more than 5% of the employee's gross annual salary:

<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

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

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. This 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

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year's rates with the existing HMOs at the current rate, 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 major medical plan, the applicable employee percentage co-pay pursuant to this Section shall be based solely on the employee's years of employment with the County and/or Center.

15. 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 of 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 the HSC/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 Board of Managers 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 Board of Manager's actual cost.

The Board of Managers 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.

The Board will pay health insurance premiums for a plan providing benefits as required I in Section A above for a Board employee who has retired after twenty-five (25) years of

service.

ARTICLE IX cont'd

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 2007, in declining percentage amounts over the term of this contract as follows. Upon the signing of this Agreement, these employees will receive 75% of the amount they otherwise would have been paid as set forth in Section D(3) below. Effective the first pay period of 2005, they will receive 50% of the opt out amount they would otherwise have received. Effective the first pay period of 2006, that amount will be reduced to 25%. Effective the first pay period of 2007 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 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. 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 County's Self-Insured Plan for the remainder of the 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.

ARTICLE IX con't.

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 in equal monthly payments and appropriate deductions shall be paid from the gross incentive amount.
5. The optional health benefits program provided above 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 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.

ARTICLE IX cont'd

7. The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.
- E. Effective January 1, 1996, the Board of Managers will enroll all employees in the New Jersey Temporary Disability Benefits Plan.
- F. The Board of Managers and the Union agree to co-market the following insurance programs to current and retired employees:
1. Mail order prescription plan
 2. Health and/or prescription opt out program
 3. Preferred Provider Organizations (PPO)
 4. 65+ Medicare Plan for retirees
- G. The Board of Managers and the Union agree that the Board of Managers will reenroll employees in the health and prescription plans once every two years in order to verify dependent coverage.
- H. Effective January 1, 2003, the Board of Managers shall provide as a covered benefit all prescription contraceptive medications and devices.
- I. Effective upon the signing of this agreement, employees shall be responsible for any extra costs, up to a maximum \$3,000, incurred by the HSC/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. Employees on leave shall be required to pay a percentage of the premium for health and prescription benefits in accordance with the following schedule:

For Employees on Personal Leave

Employees with a Gross Base Salary of Under \$30,000	20%
Employees with a Gross Base Salary of \$30,000 up to \$50,000	30%
Employees with a Gross Base Salary of \$50,000 up to \$70,000	40%
Employees with a Gross Base Salary of \$70,000 and Above	50%

For Employee on Medical Leave

First Three Months of Leave	0%
Months Four, Five, and Six of Leave	15%
Months Seven, Eight, and Nine of Leave	20%
Months Ten and Over (up to maximum permitted)	30%

ARTICLE IX con't.

- K. Effective upon the signing of this Agreement, County employees who are the dependents and/or spouse of an employee or retiree 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.

ARTICLE X

SICK LEAVE WITH PAY

- A. Sick leave may be used by employees who are unable to work because of personal illness or injury; exposure to contagious disease; care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; or death in the employee's immediate family, for a reasonable period of time.
- B. The term "immediate family" is hereby defined to include the following: spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, and other relatives residing in the employee's household.
- 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 1/2) hours before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Other employees will provide the notification within sixty (60) minutes of their scheduled starting time. Failure to give such notice may be cause of denial of the use of sick leave for that absence, and may constitute cause for disciplinary action.
- D. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and one and one quarter (1 1/4) days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. Sick leave must be earned before being taken.
- E. If any employee is absent for five (5) consecutive work days (or after fifteen (15) days sick leave in any one (1) year for any reason set forth in the above rule), the Board may require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate.
- F. At the discretion of the Department Head, the employee seeking sick leave for personal illness or injury may be required to submit medical evidence to substantiate his/her request so long as the employee is advised in advance of the requirement.

ARTICLE X cont'd

- 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 Board service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- J.
 - 1. Unused sick time up to a maximum of 15 days will be payable to employees covered by the Agreement on an active pay status on December 1. Such payment will be made on or about January 15 for the preceding year. All sick leave in any year shall be initially charged against the unused sick leave for the year in which is taken and then against any accumulated sick leave of prior years. In exercising this right, the total amount shall not exceed \$1,300.
 - 2. The employee has the right to elect to continue accumulating sick leave as per Civil Service rules or to take cash payment as provided above. The employee must select one of the two options. In either event, such choice must be made in writing to the Department Head no later than December 1.
- K. Any employee who terminates service with the Camden County Health Services Center with at least twenty-fives (25) years of service with the Health Service Center/County and who is 55 years of age or older be entitled to lump sum terminal leave pay equal to fifty percent (50%) of the employee's earned and unused sick leave multiplied by his/her current rate of pay up to a maximum of \$23,000. This shall not apply to employees who are terminated by the Health Services Center for just cause.

ARTICLE XI

MILITARY LEAVE

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

ARTICLE XII

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.

ARTICLE XIII

COURT TIME

- A. Employees shall be given time off without loss of pay when commanded to appear as a witness and not a party before a court, legislative committee or judicial or quasi-judicial body.
- B. The provisions of Section A above shall not apply for appearance by an employee in connection with any activities noted in Article XXII.

ARTICLE XIV

EMERGENCY LEAVE

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

ARTICLE XV

BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, in no event to exceed four (4) consecutive working days, one of which shall be the day of death or the day of the funeral.
- B. The term "immediate family" shall include mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, brother, sister, brother-in-law, sister-in-law, spouse, children or foster children, stepchildren, step parents, step brother/sister, son-in-law and daughter-in-law of the employee.
- C. Employees shall receive one day off without loss of pay in the event of the death of the employee's aunt or uncle.

ARTICLE XVI

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

ARTICLE XVII

PERSONAL DAYS

- A. All bargaining unit personnel, 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.
- E. A personal emergency day shall not be granted for a day preceding or following holidays or vacations.

ARTICLE XVIII
FRINGE BENEFITS

- A. Each employee shall be entitled to one fifteen (15) minute break for each half-day period of work (morning and afternoon and equivalent periods of shift work). Unused break times shall not be credited or accumulated.
- B. Employees required to travel on authorized, necessary Board of Managers 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. If the Board increases the reimbursement rate for management, this rate will likewise be increased to the same new rate.
- C. Where employees, as a condition of their job, are required to use their vehicles for official Board of Managers 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 Board of Managers will pay ten dollars (\$10) to the affected employees on an annual basis.
- D. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month.
- E.
 - 1. Effective January 1, 1999, the Board of Managers 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 paid on behalf of each employee as stated above and further agrees to make available to the employer detailed audits or reports dealing with said funds on June 30, 1983, and each June 30th thereafter as well as the bidder list and bids for each service provided.
- F. When an employee is required by the Employer to attend educational courses or training, the cost of such will be paid by the Employer. At the employee's request, employees will be entitled to tuition reimbursement, up to a maximum of six (6) credits per semester, for job related courses of study if approved in advance by the C.C.H.S.C. If approved, reimbursement will be made to the employee upon completion of the course(s) so long as the employee completes the course and achieves a passing grade. The rate of reimbursement shall not exceed the per credit cost at Rutgers-Camden.

ARTICLE XIX

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 Board of Managers/County and are subsequently reemployed by the Board of Managers/County in any capacity after the signing of this agreement and within seven years of the effective date of layoff shall receive seniority credit for all time worked for the Board of Managers/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. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:
 - 1. If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records; first name, first preference, etc.
 - 2. For employees hired on the same date subsequent to the effective date of this Agreement, 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 once a year upon request.
- E. Except where New Jersey Civil Service Statutes require otherwise, in cases where provisional promotions, demotions, lay-offs, recalls and vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved and further provided that the exercise of such will have no adverse effect on productivity.

ARTICLE XX

HOLIDAYS

A. All holidays are classified as follows:

<u>Floating Holidays</u>	<u>Choice Holidays</u>	<u>Established Holidays</u>
Martin Luther King Day	New Years Day	Memorial Day
Columbus Day	Christmas Day	Fourth of July
Presidents Day		Labor Day
Veterans Day		Thanksgiving Day
Election Day		Good Friday
Friday before Labor Day		

B. Established and choice holidays shall be celebrated on the day on which they are observed and employees shall normally receive the day off, with pay. If required to work, they shall be entitled to holiday pay in addition to their regular pay. Employees on a seven day schedule, only, shall be entitled to choose when they will celebrate choice holidays by selecting either New Years Eve, New Years Day or the day after New Years for the New Years Day holiday, and either Christmas Eve, Christmas Day or the day after Christmas for the Christmas Day holiday.

C. Floating holidays shall be granted pursuant to the following procedure. All offices shall be open on floating holidays unless employees are notified otherwise at least 30 days before the holiday. Forty-five days prior to each floating holiday, employees shall submit, to their supervisor, three options for celebrating the holiday, in order of preference. Employees must be granted one of their three options. If there is a conflict in preferred dates, employees with the most seniority will be given preference. The floating holiday must be taken on a regular work day within the four weeks prior or four weeks after the day on which the holiday would normally be observed. If an employee selects less than three options, and his/her preference cannot be accommodated, the supervisor shall determine the day on which the floating holiday will be celebrated.

D. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

ARTICLE XX cont'd

- E. 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.
- F. 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.
- G. When the Board of Managers declare by formal action a day off for all Hospital Employees, those who are required to work on such a day off shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other Representative Associations or Unions. Employees who work more than one half the day will receive a whole day as compensatory time. The granting by the Board of Managers 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 Board of Manager approval each and every time such day off or holiday is granted.
- H. In order to be eligible to receive holiday pay as set forth in Article IV, Paragraph B, an employee must work the day before and the day after the holiday, unless he or she is specifically scheduled to be off because of assignment to a continuous operation shift or the employee is on an kind of leave which was pre-approved in writing. However, pre-approval shall not be required for bereavement leave in order to receive holiday pay.

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 XXI

LONGEVITY

- A. Longevity pay will be granted annually on or about December 1, of each year in a separate check, to all **CLASSIFIED** Civil Service employees, with 5 or more years of full time service on that date, as per the following schedule:

<u>Years of Service</u>	<u>% of Annual Pay</u>	<u>Maximum</u>
5	2%	\$600
7	3%	\$800
10	5%	\$1,000
15	6%	\$1,200
20	7%	\$1,400

In computing longevity pay, the effective date shall be January 1. If the employee leaves the service of the Board, but prior to December 1st longevity will be based on his/her length of service as of December 1st of the current year, prorated and paid at time of termination. If the employee is deceased, longevity shall be pro-rated and paid to his/her estate, as per the above provisions. In calculating longevity pay, continuous service with the Board only, will be considered. However, employees who are laid off by the Board and later recalled within two years (2) will not be considered to have a break in their employment for the purposes of this Article.

- B. Longevity Pay will likewise be granted annually, on or about December 1 of each year, in a separate check to all **CLASSIFIED** part time Civil Service employees, with 5 or more years part-time service on that date, on a pro-rated basis, as per the above schedule and provisions.
- C. In calculating longevity pay, the time an employee has service with the Board under CETA or similar Federal Program, or any Grant Program and is subsequently hired on the regular payroll, that time, provided there has been no break in the service, shall be counted.
- D. For time on an active pay status, any employee retiring during the course of the year shall be entitled to longevity to be paid on a pro-rated basis. Employees who do not work the entire year for any other reason will likewise be entitled to longevity on a pro-rated basis.

ARTICLE XXII

VACATIONS

- A. Employees in the Board Service shall be entitled to vacation as follows:
1. Permanent full-time employees in the Board Service shall be entitled to the following annual vacation with pay:
 - a. Up to one year of service, one working day's vacation for each month of service.
 - b. After one year and up to ten years of service, twelve (12) working days' vacation.
 - 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.
 2. Temporary full-time employees in the Board 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.
- B. In order to exercise seniority, vacation requests shall be submitted by the employee to his or her Department Head by April 1st so that the Department Head can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1st will result in a loss of seniority preference for the employee. The scheduling of all vacations is subject to approval of the employee's Department Head. For vacations of one (1) week or longer, the Department Head will advise the employee of the approval or disapproval of the requested vacation time within one week of submittal, except that for requests submitted prior to April 1 to comply with seniority preference requirements, the Department head will advise the employee of the approval or disapproval of the requested vacation time by May 1.
- 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.

ARTICLE XXII cont'd

- D. If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate.
- E. Vacation time cannot be used for sick time without the express written consent of the employee.
- F. Where in a calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the Board may be carried forward into the next succeeding year only and will be scheduled to be taken in the succeeding year. Denial of vacation time shall be given to the employee in writing. If, in the second year, due to the pressure of work as determined by the Board, the employee still has accumulated vacation that will be lost, the employee has a right to sell that time only. Such request shall be made in writing by December 1st.

ARTICLE XXIII

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 employees' duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the Board. 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 Board, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring out compliance with the Union order.

- C. Nothing contained in this Agreement shall be constructed to limit or restrict the Board 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 Board agrees that it will not engage in the lockout of any of its employees.

ARTICLE XXIV

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 Board. Failure to do so shall subject the employee to possible disciplinary action.

ARTICLE XXV

EQUAL TREATMENT

- A. The Board 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 Board 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 Board or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.

- C. The Board may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced, insofar as practicable.

- 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 Board agrees to notify the Union of said rules or changes.

- E. This Agreement shall be equitably applied to all employees covered by this Agreement.

ARTICLE XXVI

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.
- 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 Board, 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 ten (10) work 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 ten (10) work days shall be deemed to constitute an abandonment of the grievance.

ARTICLE XXVI cont'd

STEP TWO: If no agreement can be reached orally within ten (10) work days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within ten (10) work days thereafter to the designated Board 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 Board Representative will answer the grievance in writing within ten (10) work days of receipt of the written grievance.

STEP THREE: If the Union wishes to appeal the decision of the designated Board representative, such appeal shall be presented in writing to the Labor Relations Committee within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Labor Relations Committee shall respond, in writing, to the grievance within twenty (20) work days of the submission.

STEP FOUR: If either party wishes to appeal the decision of the Labor Relations Committee, such appeal shall be presented in writing to the Executive Director within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Executive Director, or his designee, shall respond in writing to the grievance within fifteen (15) work 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 Board and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

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

ARTICLE XXVI cont'd

- F. Upon prior notice to and authorization of the Executive Director, the designated Union Representative shall be permitted to confer with members of the Grievance Committee, employees, and other Board officials on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Board of Managers 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, then 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 contact the time limits for processing the grievance at any step in the grievance procedure.
- 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 Executive Director 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.
- I. The Union Representative will notify the Labor Relations Committee in writing of the name of the employee who is designated by the Representative to represent employees under the grievance procedure. The employee so designated by the Representative will be permitted to confer with other representatives, employees, and with the committee representatives regarding matters of employee representation during working hours without loss of pay for periods not in excess of three (3) hours per week in any calendar week.

ARTICLE XXVII

DISCIPLINE

The Employer will have the right to discharge, suspend or discipline an employee covered by this Agreement for just cause. In the case of suspension and/or discharge, the employer will notify the Union in writing within two (2) working days (exclusive of Saturdays, Sundays and Holidays) of such action. The Employer shall treat all employees covered by this contract equally in all matters of disciplinary action.

ARTICLE XXVIII

WORKER'S COMPENSATION

- A. When an employee is injured on duty, and meets the qualifications for Workers' Compensation, the employee will receive workers' compensation due him/her to receive Workers' Compensation due him plus the difference between the amount received as compensation and his or her net, not gross salary during the period of temporary disability, to a maximum of forty-five (45) working days.

- B. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive Workers' Compensation. If the employee is entitled to use and authorizes the Board to charge time to accumulated sick, vacation or personal leave, the employee may receive the difference between the amount received as Workers' Compensation and his/her salary.

- C. An employee shall be permitted time off from work, including reasonable travel time, with no loss of pay or deduction from the employee's accumulated leave, in order to receive medical treatment when the appointment has been scheduled by the Health Services Center or the Center's Worker's Compensation carrier to take place during the employee's regular work day.

ARTICLE XXIX

GENERAL PROVISIONS

- A. It is agreed that the Board of Managers and Council #10 may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given Council #10 or the Board of Managers.
- B. Employees who are covered by this Agreement shall perform the duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions.
- C. Agents of the Union who are employees of the Board of Managers 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 Board 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 (½) hour prior to the meetings and will be required to return to their work station at the conclusion of the meeting provided there is at least one and one-half (1 ½) hours of work time remaining.
- D. Delegates of the Union will be permitted to attend New Jersey Civil Service Association meetings and conventions, without loss of pay, in accordance with R.S. 38:23.2.
- E. Part-time employees are those individuals employed under 30 hours per week. Permanent part-time employees will earn vacation time, sick time, and personal days on a pro-rated basis. Temporary or provisional part-time employees do not receive personal days, vacation or sick time. Part-time employees employed under 20 hours per week are not entitled to Health Benefits or prescription plan. No part-time employees are entitled to overtime or earned compensatory time.
- F. The Board shall be responsible for printing, in booklet form, this Collective Bargaining Agreement within 60 days of its execution by the parties. The costs of printing will be shared equally by the parties. No less than 300 copies shall be printed, 200 to be provided to the Union and 100 to be retained by the Board.

ARTICLE XXX

SEPARABILITY AND SAVINGS

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

ARTICLE XXXI

LABOR MANAGEMENT COMMITTEE FOR JOB SECURITY

The employees and the management of C.C.H.S.C. are committed to providing every patient with the best quality of care. The parties recognize that this can best be accomplished by working together in a full partnership between Labor and Management, and must be done so by working within the financial limitations of the Center and the health care industry.

We understand that we together must consider the need for flexibility, a qualified and satisfied work force and maximize job security and better working conditions. We must work within the guidelines of the State and Federal regulations and the context of the language of the existing collective bargaining agreements.

It is our goal that the Committee make recommendations to the parties to enable them to reach agreement on all issues by consensus and develop a relationship based on mutual respect and trust.

- a) In the event of staff reduction, the appropriateness and number of layoffs may be evaluated by the Labor/Management Committee after the gathering of financial facts, information on job trends and emerging skills, and new job classifications.
- b) The Labor/Management Committee will undertake an analysis of why part-time employment exists. It will measure which areas can be developed to create more full time employment.
- c) The Labor/Management Committee will submit their findings and recommendations to the C.E.O. and the Board of Managers.
- d) In the event of the sale, privatization, or merging of the C.C.H.S.C., the unions will be given the opportunity to develop an employee based company to bid for a contract that will provide the service needed for staffing.
- e) The Labor/Management Committee will appoint a member on a quarterly rotational basis to attend public Board of Managers meetings and closed sessions at the invitation of the Board and report back to the Labor/Management Committee. Generally, the Board, at its discretion, may invite the representative into closed sessions concerning potential layoffs, staff reductions or the privatization, sale or merging of any part of C.C.H.S.C. The appointment must be approved by the C.E.O. and serves at the pleasure of the Board of Managers.

ARTICLE XXXII

MANAGEMENT RIGHTS

- A. The Board of Managers 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 the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management administrative control of the Hospital 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 Board.
 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 the 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 Board 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 Center.

ARTICLE XXXII cont'd

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

- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under R.S. 40A, R.S. 30 or any other national, state, county, or local laws or regulations.

ARTICLE XXXIII

UNIFORM ALLOWANCE

- A. Those employees who, as a requisite of employment, are required by the Board to wear specified uniforms (as opposed to conforming to a specified reasonable dress code) shall either be furnished those uniforms or receive a uniform allowance as set forth below. Uniform allowances shall be pro-rated based upon the actual number of weeks on active pay status. The Board will keep a record of the title or persons required to wear uniforms and will furnish a list to the Union President annually upon request. At the Board's option, the Board may provide uniforms and the maintenance thereof. If such option is exercised, the uniform maintenance allowances of this Section shall not be applicable.
1. Employees required to wear uniforms which are not supplied by the employer shall be granted a uniform allowance of up to two hundred fifty dollars (\$250) per annum, upon submission of receipts from bonafide uniform stores.
 2. Employees required to wear smocks will received fifty dollars (\$50) per annum.
 3. Employees required to wear smocks over work pants and work shoes shall receive one hundred and fifty dollars (\$150) per annum.
 4. Employees required to wear tailored uniforms which are furnished by the employer shall receive one hundred and fifty dollars (\$150) per annum for cleaning purposes.

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

ARTICLE XXXIV

FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations, with the sole exception of those items contained in a Resolution adopted by the Board of Managers on December 22, 1988 with respect to Article XVII and a letter dated December 20, 1988 between Mr. Dodson and Ms. Crangle concerning length of service and three (3) letters between Ms. Crangle & Mr. Dodson dated 9-17-86.

- 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 XXXV

DURATION

This Agreement shall be in force and effect as of January 1, 2003, and shall remain in effect to and including December 31, 2006, 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

_____, 2004.

CAMDEN COUNTY
COUNCIL #10 N.J.C.S.A.

CAMDEN COUNTY
HEALTH SERVICES CENTER
BOARD OF MANAGERS

Dated

Dated