Original

## **AGREEMENT**

## **BETWEEN**

# CAMDEN COUNTY HEALTH SERVICES CENTER BOARD OF MANAGERS

**AND** 

REGISTERED PROFESSIONAL NURSING SUPERVISORS UNIT #1 LOCAL 2349, AFSCME DISTRICT COUNCIL 71

**JANUARY 1, 2007 TO DECEMBER 31, 2011** 

# TABLE OF CONTENTS

| ARTICLE |   | PAGE |
|---------|---|------|
|         | Preamble                                    | 3    |
| I       | Recognition                                 | 4    |
| ĪĪ      | Check-Off and Agency Shop                   | 5    |
| III     | Union Notification                          | 7    |
| IV      | Work Schedules                              | 8    |
| V       | Overtime                                    | 10   |
| VI      | Compensatory Time                           | . 11 |
| VII     | Call in Time                                |      |
| VIII    | Rates of Pay                                |      |
| IX      | Insurance                                   | 17   |
| X       | Sick Leave with Pay                         | 31   |
| XI      | Military Leave                              | 33   |
| XII     | Jury Duty                                   | 34   |
| XIII    | Court Time                                  |      |
| XIV     | Emergency Leave                             | 36   |
| XV      | Bereavement Leave                           | 37   |
| XVI     | Maternity Leave                             | 38   |
| XVII    | Personal Days                               | 39   |
| XVIII   | Workers' Compensation                       |      |
| XIX     | Fringe Benefits                             |      |
| XX      | Seniority                                   | 42   |
| XXI     | Holidays                                    |      |
| XXII    | Longevity                                   |      |
| XXIII   | Differential Pay                            | 46   |
| XXIV    | Vacations                                   |      |
| XXV     | Strikes and Lockouts                        |      |
| XXVI    | Safety and Health                           |      |
| XXVII   | Equal Treatment                             | 51   |
| XXVIII  | Grievance Procedure                         |      |
| XXIX    | Separability and Savings                    | 55   |
| XXX     | Discipline                                  | 56   |
| XXXI    | Labor Management Committee for Job Security |      |
| XXXII   | Management Rights                           |      |
| XXXIII  | Uniform Allowance                           |      |
| XXXIV   | Newly Created Positions and Job Titles      |      |
| XXXV    | Union Days                                  |      |
| XXXVI   | Probation Period                            |      |
| VVVVIII | Duration                                    | . 64 |

# **PREAMBLE**

# **ARTICLE I**

# RECOGNITION

The Board recognizes the Union as being the bargaining agent for the purpose of collective negotiations for Head Nurses, Hospital Utilization Review Coordinator, and Supervisors of Nurses employed by the Board at the Camden County Health Services Center, County Children's Shelter, County Alcohol Centers, and County Health Department, but excluding non-professionals, managerial executives, confidential and craft employees, police and supervisors within the meaning of the Act and all other employees of the Board or the County. The classifications of employees covered by this Agreement are listed in Appendix A, attached hereto and by reference made a part of this Agreement.

#### ARTICLE II

# CHECK-OFF AND AGENCY SHOP

- A. The Board agrees to deduct from the salaries of its employees, covered by 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 President of the Union during the month following the filing of such card authorization with the Chief Financial Officer.
- 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 Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board 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 advising of such changed deduction.
- E. 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 as of July 1 next succeeding the date on which the notice of withdrawal is filed.

#### F. AGENCY SHOP

- 1. 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.
- 2. 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.
- 3. 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 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.
- 4. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the 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.
- G. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action taken by the Board of reliance upon salary deduction authorization or the fair share assessment information as furnished by the Union to the Board, 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.
- H. The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Union and the Board. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

# **ARTICLE III**

# UNION NOTIFICATION AND REPRESENTATION

- A. The Union shall be notified at the Employer's earliest convenience, not to exceed ten (10) working days exclusive of Saturdays, Sundays and Holidays, of any and all proposed new rules and/or modifications of existing rules governing working conditions.
- B. The Employer agrees to notify the Local Unit of all newly hired Employees represented by the Local Unit in accordance with this Agreement by sending the local the applicable Board of Managers personnel action forms within ten (10) days. An authorization card notice will not be supplied to the employee until the ninety (90) day probationary period is successfully completed.
- C. The employee and the Unit shall receive written notification of all proposed demotions, suspensions, terminations and fines by the Employer as it may relate to disciplinary measures.
- D. The employees shall be represented by no less than one steward on each shift.
- E. The employer shall be notified immediately in writing of the employee selected as the bargaining agent steward and no other shall be permitted to act as such until the employer is so notified. A shop steward may utilize up to a maximum of one hour per day with no loss of pay or benefits for purposes of investigating grievances and/or disciplinary actions. Such time cannot be accumulated and the granting of such time is subject to work requirements. In the event of an emergency requiring time in excess of one hour per day, request may be made to the steward's immediate supervisor for the granting of additional time.

## ARTICLE IV

## WORK SCHEDULES

- A. The regular schedule of work shall consist of eighty (80) hours in a two (2) week period. The Board's practice of scheduling work within a two (2) week cycle will continue and routine shifts for employees with the exception of special programs will be 7-3, 3-11 and 11-7.
- B. The regular starting and quitting time of work shifts will not be changed without reasonable notice to the affected employee and without first having discussed such change and the needs for same with the bargaining agent.
- C. Alternate starting time can be established on a voluntary individual basis upon agreement between the individual employee and the employer. The employee can revert to the standard shift hours after 30 days on the shift assigned in a manner which will assure that all employees will have every other weekend off.
- D. During the work shift, each employee will be granted one (1) paid meal period which will consist of forty-five (45) minutes and one fifteen (15) minute break during the shift.
- E. All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate.
- F. The Board will, to the extent practical, post their schedule including days off, which will not be changed without reasonable notice to the affected employee, and without first having discussed such change and the needs for same with the bargaining agent. The schedule will be posted no later than 15 days before the start of the new schedule.
- G. Lateness shall be defined as clocking in for work after the start of employee's regularly scheduled working hours. Employees may be subject to docking of pay for lateness in excess of 6 minutes. Lateness for purposes of pay docking shall be calculated on a daily basis, not on a cumulative basis of minutes per week.
- H. If necessary to accomplish an ongoing task or at the request of the immediate supervisor, an employee shall work fifteen (15) minutes beyond the end of his or her regularly scheduled workday and shall not be entitled to any overtime payment. Entitlement to overtime pay shall begin eighteen (18) minutes after the end of the employee's regularly scheduled workday. Any employee shall have the right, at all times, to leave at the end of the regularly scheduled workday if there is not expressed need to work beyond that time, as determined by their immediate supervisor. In the event that the employee works a double shift, overtime for the second shift shall commence immediately. Upon the beginning of

## ARTICLE IV (cont.)

that shift, the fifteen (15) minute free provision shall apply at the end of the second shift if necessary.

- I. Employees can work a flex schedule so long as the supervisor, the Union and employee mutually agree. Flex time is to be taken no later than the same pay period it was earned. If the employee cannot take the time before the end of the pay period due to the requirements of work, the time will be paid in cash or compensatory time. Preference will be given based on seniority. The weekend differential will apply if an employee chooses and is approved for a Saturday/Sunday weekend, he/she understands that outcome will be handed on eighty hours per pay period in Article V Overtime Section C I. Flex time shall last for six months unless an emergency on behalf of either the employee or the Center necessitates a change. The union will be notified of such a change. Emergency situations will be reviewed by the Director of Human Resources and the Union. Unless the employee has made another agreement, an employee who under this program works every Saturday and Sunday will have consecutive weekday days off and will receive weekend differential all scheduled weekends worked.
- J. As dictated by the nature of their duties, head nurses and supervisors have responsibilities that go beyond normal shifts and are expected to manage their units off hours including weekends. If it is necessary for them to work off hours, they may flex their time during Monday through Friday.

## ARTICLE V

#### **OVERTIME**

- A. Overtime refers to any time worked beyond the regular hours of duty and is granted <u>only</u> when an <u>employee</u> is <u>authorized</u> to work by a <u>supervisor</u>.
- B. Employees on a daily, hourly, or seasonal basis are not eligible to receive overtime payments.
- C. Time and one-half  $(1\frac{1}{2})$  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 and in excess of forty (40) hours per week.
  - 2. All work performed in excess of the employee's regular scheduled hours of duty in any work week. Hours for which time and one-half (1½) pay for the hours worked on that holiday, in addition to the holiday pay.
  - 3. Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half  $(1\frac{1}{2})$  pay for the hours worked on that holiday, in addition to the holiday pay.
- D. Employees who are required by the board to work three (3) or more consecutive shifts shall be paid double time for all time worked in excess of two (2) regular shifts.
- E. Overtime work will be distributed as equitably as possible among employees within the same classification. Employees may be asked to complete a Voluntary Overtime Unavailability Form.
- F. Employees may be required to work a reasonable amount of overtime.
- G. Employees will have the option with the approval of their supervisors of taking compensatory time in lieu of cash payment for overtime. Compensatory time off must be scheduled and approved by the Department Head.
- H. Overtime will be paid currently, or at least not later than the next pay period after overtime was worked.
- I. No overtime, either regular or double time, shall be paid when the employee is out sick, absent call or absent no call during that forty (40) hour pay week.

## ARTICLE VI

# **COMPENSATORY TIME**

Employees may opt to sell back their accumulated compensatory time at the rate current at the time it is sold. Employees may retain no more than the equivalent of ten (10) days compensatory time. Compensatory time earned must be taken or sold in accordance with the following schedule:

# Schedule on Compensatory Time

| Time Earned                        | Must be taken or sold by |
|------------------------------------|--------------------------|
| From May 1, 2007 to April 30, 2008 | April 30, 2009           |
| From May 1, 2008 to April 30, 2009 | April 30, 2010           |
| From May 1, 2009 to April 30, 2010 | April 30, 2011           |
| From May 1, 2010 to April 30, 2011 | April 30, 2012           |

Compensatory time sold will be paid by the June 15 of each year at the rate in effect at the time. Employees may always retain no more than the equivalent of ten (10) days of compensatory time for their use. When using compensatory time, the oldest accrued time will be charged first.

# **ARTICLE VII**

# **CALL IN TIME**

If an employee is recalled to duty, he/she shall receive a minimum guarantee of four (4) hours compensation at the overtime rate. In the event the employee's call-in time immediately precedes his regularly scheduled shift, the employee shall be paid at the overtime rate only for the period worked prior to the start of the regular shift and straight time thereafter. The Board shall have the right to retain the employee on duty for the minimum time period.

# **ARTICLE VIII**

## RATES OF PAY

- A. The pay scales for all employees covered by this Agreement shall be set forth in the salary schedule in Section H. New or additional employees hired during the term of this Agreement shall be governed by the pay scale set forth in the salary schedule in Section H.
- B. 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.
- C. The salary authorized under this Agreement shall be interpreted as exclusive of any longevity pay authorized pursuant to statute or this Agreement.
- D. 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 the employee's prior title) from one class of title to another having a higher salary, then the employee's salary shall be adjusted to receive the lowest rate of any employee holding the title to which the promoted or reclassified employee is raised or the appropriate salary in Section H whichever is higher. In no event shall such employee's salary be less than that received in the prior title.
- E. 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 consecutive weeks, spending at least 50% of his time in activities under the higher paid job. Employees undergoing 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.
- F. Effective January 1, 2009, continuous shift employees will be entitled to \$3.50 per hour weekend differential for scheduled time actually worked. Employees who are absent on a scheduled weekend day for non-pre-approved, sick absent call, no call or emergency personal day will be required to make up the day on a scheduled weekend day off on the same shift at straight time without the differential.

# ARTICLE VIII (cont.)

All employees covered by this agreement will receive \$.20 per hour for each hour they are physically at work at work Monday through Friday (weekend shifts for which weekend differential is paid are excluded). This weekend differential will be part of the base pay if employees work overtime Monday through Friday, but will not be paid if the employee is on paid leave such as sick leave, vacation leave, personal leave, bereavement leave, jury duty, medical or personal leaves, unpaid leaves, etc. or for holidays when the employee is scheduled off.

G. The salaries of the current employees covered by this agreement are set forth and attached hereto as Schedule A. These rates and the rates of any employees hired or promoted to the title of Head Nurse after the signing of this agreement shall be adjusted in accordance with the following increases set forth below:

## Salary Increases

| Effective pay period nineteen of 2007- | 2.0% |
|--|------|
| Effective pay period one of 2008 –     | 4.0% |
| Effective pay period nineteen of 2008- | 0.5% |
| Effective pay period one of 2009 –     | 4.0% |
| Effective pay period fourteen of 2009- | 0.5% |
| Effective pay period one of 2010 –     | 4.0% |
| Effective pay period fourteen of 2010- | 1.0% |
| Effective pay period one of 2011 –     | 4.0% |

When a Head Nurses is designated to take the place of the Supervisor, the rate of pay will be their regular rate of pay plus an additional three (3) dollars per hour on an hour by hour basis.

The Head Nurse/Supervisor in Medical Day Care and Medical Rehab will receive the appropriate Head Nurse/Supervisor rate plus an additional \$0.75 per hour.

The BHS Clinic Nurse will be paid in the same manner as Supervisor.

Head Nurses hired or promoted without prior experience in the position after the signing of this agreement shall have the following starting salaries:

| After   | PP1  | PP14 | PP1  | PP14 | PP1  |
|---------|------|------|------|------|------|
| Signing | 2009 | 2009 | 2010 | 2010 | 2011 |

| Head   | 31.46 | 32.72 | 32.88 | 34.20 | 34.54 | 35.92 |
|--------|-------|-------|-------|-------|-------|-------|
| Nurses |       |       |       |       |       |       |

Head Nurses hired prior to the signing of this agreement that are promoted to the position of Assistant Supervisor or Supervisor shall receive a one time salary increase in the amount of either \$.25 per hour for Assistant Supervisor and \$.50 per hour for Supervisor or the starting salary (as referenced below) for the position, whichever is greater. This amount shall be added to the employee's base hourly amount at the time of the promotion.

Assistant Supervisors and Supervisors hired or promoted without prior experience in the position after the signing of the agreement shall have the following starting salaries:

|             | After   | PP1   | PP14  | PP1   | PP14  | PP1   |
|-------------|---------|-------|-------|-------|-------|-------|
|             | Signing | 2009  | 2009  | 2010  | 2010  | 2011  |
| Assistant   | 31.80   | 33.07 | 33.24 | 34.57 | 34.91 | 36.31 |
| Supervisor  |         |       |       |       |       |       |
| Supervisors | 33.60   | 34.95 | 35.12 | 36.52 | 36.89 | 38.36 |
| _           |         |       |       |       |       |       |

The Center reserves the right to make salary adjustments for all new hires commensurate with their level of prior experience in the position these individuals are being hired for.

Payment for retroactive pay will be in separate check for each employee and shall be based on the employee's gross pay.

#### J. Education/Certification Program

- 1. Registered Nurses with either a BSN or with an ANCC Base Certification shall receive a one-time bonus payment of \$500 upon completion of one year of service. If said nurse has both the BSN and Certification he/she shall receive a one-time bonus of \$1,000 upon completion of one-year service. Certification must be in geriatrics, psychiatry, substance abuse or infection control.
- 2. A nurse presently on staff who earns his/her BSN or Certification shall be eligible for the same program as #1 in this section.

# ARTICLE VIII (cont.)

- 3. Registered Nurses with an MSN or MA in Nursing Education/Administration, Geriatrics or Psychiatry or Advanced ANCC Certification in Geriatrics, Psychiatry or substance abuse shall receive a one-time bonus of \$750 upon completion of one year of service. If said nurse is both Masters prepared and certified, he/she shall receive
  - \$1,500 of which \$750 will given upon completion of six months of employment and the balance of \$750 upon completion of year of employment.
- 4. A nurse currently on staff who earns the appropriate MSN or MA or Certification shall be eligible to be paid as set forth in #3 above.
- 5. The maximum award to be paid in one year pursuant to this section shall not exceed \$1,500.
- 6. At the option of the Center depending on need, employees who are CPR or NCI instructor certified will be reimbursed for the cost of the certification and will have \$500 added to their base annual salary. That \$500 will be forfeited if the employee loses or otherwise lets the certification lapse. These employees will get an additional \$3 per hour for every hour they teach CPR or NCI that is pre-approved by the Center.
- 7. The union will be reimbursed up to \$2,000 per year for educational courses for employees covered by this agreement. All such courses must be submitted to the Center for prior approval.

# K. Tuition Reimbursement

Registered Nurses on staff shall be eligible for tuition reimbursement toward either their BSN or Master Degree in Nursing after their first year of employment in accordance with the following program:

- 1. Nurses shall be eligible for up to twelve credits of tuition reimbursement per semester after approval by Hospital Administration at a rate not to exceed the cost of a Rutgers's University Graduate Program Credit.
- 2. All courses will be approved by Hospital Administration 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 IX

#### **INSURANCE**

A. The Board of Managers shall continue to provide benefit-eligible 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.

## Provisions for Medical Co-Pay

Between the signing of this agreement and March 31, 2009, all participants in a Point Of Service (POS) or the PPO shall be subject to a ten dollar (\$10.00) co-pay for all visits to a primary physician and a fifteen dollar (\$15.00) co-pay for all visits to a specialist. Effective April 1, 2009, all participants in an POS or the PPO shall be subject to a twenty dollar (\$20.00) co-pay for all visits to a primary physician and a twenty-five dollar (\$25.00) co-pay for all visits to a specialist with coverage, hospitalization and miscellaneous co-pays in accordance with the attached schedules ("Exhibit B").

## **Prescription Plan**

Effective upon the signing of this Agreement April 1, 2009, the prescription co-pay for employees shall be as follow:

#### 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

#### Generic Maximums:

## Retail Purchases/Prescription

Mail Order Purchases/Prescription

2004 - \$8

2004 - \$9

2005 - \$10

2005 - \$11

2006 - \$12

2006 - \$13

**Brand Name Maximums:** 

Retail Purchases/Prescription

Mail Order Purchases/Prescription

\$12 before 4/1/09, \$15 after 4/1/09

\$13 before 4/1/09, \$16 after 4/1/09

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

2004 - \$400

Before April 1, 2009 - \$500

Effective April 1, 2009 - \$600

Effective April 1, 2010 - \$625

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

Percentage Co-pays:

**Retail Purchases** 

Mail Order Purchases

Brand Name Drugs – 8%

Brand Name Drugs – 8%

Generic Drugs – 5%

Generic Drugs – 5%

Minimum Co-pay/Prescription - \$3

Minimum Co-pay/Prescription - \$6

Generic Maximums:

## Retail Purchases/Prescription

Mail Order Purchases/Prescription

2004 - \$10

2004 - \$11

2005 - \$12

2005 - \$13

2006 - \$14

2006 - \$15

#### **Brand Name Maximums:**

# Retail Purchases/Prescription

Mail Order Purchases/Prescription

\$14 before 4/1/09, \$17 after 4/1/09

\$15 before 4/1/09, \$18 after 4/1/09

# Maximum per Card (including all covered dependents)/Year

2004 Before April 1, 2009 - \$800

Effective April 1, 2009 - \$900

Effective April 1 2010.- \$925

# EMPLOYEES WITH A SALARY OF \$50,000 - \$70,000

#### Percentage Co-pays:

#### Retail Purchases

**Mail Order Purchases** 

Brand Name Drugs – 9%

Brand Name Drugs – 9%

Generic Drugs - 6%

Generic Drugs – 6%

Minimum Co-pay/Prescription - \$3

Minimum Co-pay/Prescription - \$6

# Generic Maximums:

## Retail Purchases/Prescription

## Mail Order Purchases/Prescription

2004 - \$12

2004 - \$13

2005 - \$14

2005 - \$15

2006 - \$16

2006 - \$17

19

#### **Brand Name Maximums:**

# Retail Purchases/Prescription

\$16 before 4/1/09, \$19 after 4/1/09

# Mail Order Purchases/Prescription

\$17 before 4/1/09, \$20 after 4/1/09

# Maximum per Card (including all covered dependents)/Year

2004 - \$1,100

2005 - \$1,300

2006 Before April 1, 2009 - \$1,500

Effective April 1, 2009 - \$1,600

Effective April 1, 2010 - \$1,625

# EMPLOYEES WITH A SALARY OF OVER \$70,000 -

# Percentage Co-pays:

| Retail I | Purchases |
|----------|-----------|
|----------|-----------|

Brand Name Drugs - 11%

Generic Drugs – 8%

Minimum Co-pay/Prescription - \$5

#### Mail Order Purchases

Brand Name Drugs – 11%

Generic Drugs - 8%

Minimum Co-pay/Prescription - \$8

## Generic Maximums:

#### Retail Purchases/Prescription

2004 - \$14

2005 - \$16

2006 - \$18

# Mail Order Purchases/Prescription

2004 - \$15

2005 - \$17

2006 - \$19

# **Brand Name Maximums:**

## Retail Purchases/Prescription

\$18 before 4/1/09, \$21 after 4/1/09

# Mail Order Purchases/Prescription

\$19 before 4/1/09, \$22 after 4/1/09

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

2004 Before April 1, 2009 - \$1,700 2005 Effective April 1, 2009 - \$1,800 2006 Effective April 1, 2010 - \$1,825

The percentage co-pays set forth above are based on the retail and /or mail order cost to the Center for the prescription purchased. Only one co-pay shall be charged for order prescriptions for up to a ninety (90) day supply. Retail orders are for a 1-month supply only.

After the retail purchase of three (3) consecutive months of maintenance prescription prescription co-payments for such maintenance drug shall thereafter be 25% of the retail cost to the Center for the prescription purchase, with no maximum, if not ordered through the available mail-in procedure. There will be no penalty if the prescription could not be prescribed for ninety (90) days or was unavailable by mail, in which case the employee shall pay only the appropriate co-payment (generic and brand name as set forth above). The decision of the Center to require maintenance prescription co-payment shall be appealable through the grievance procedure.

Employees are encouraged to use generic prescription drugs. If a drug is on the 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 copay. 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.

# Provisions for the Self-Insured Plan

All employees will have the choice of enrolling in the Preferred Provider Program (PPO) plan, or any of the POSs. The traditional, self insured indemnity plan will not be an option. The County agrees that in the event that a dependant or a retiree resides for at least more than one month of the year in a location that is not covered by the network, the County will enroll that dependent or retiree in the traditional, self-insured indemnity plan. A location that is not covered by the network is defined for purposes of this clause as one that is 25 or more miles away from a network physician and/or hospital.

In the event any participant covered by the Center'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. You MUST CALL Patient Care Management (800-952-3404) for confirmation that a Second Surgical Opinion must be obtained for certain surgical procedures. If no second opinion is submitted or the requirement for a Second Surgical Opinion has not been waived by Patient Care Management, the Center 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 Center's Self-Insured Benefits Program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

In no event will benefits for Covered Medical Services be paid if such services are not determined to be Medically Necessary. The Plan will cover the charges for the Second Surgical Opinion and charges for x-ray and laboratory tests, however, no benefits will be paid for duplicate testing. If the Second Surgical Opinion does not agree with the first surgical opinion, charges for a third surgical opinion will be covered.

# 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. Legation and Stripping of Varicose Veins
- 10. Mastectomy or other Breast Surgery
- 11. Prostatectomy
- 12. Submucous Resection
- 13. Tonsillectomy and/or Adenoidectomy

All hospitalizations of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants or their attending physicians must contact the Pre-certification Administrator to arrange for this pre-certification. Denial decisions by the Certification Administrator may be appealed to the contracted TPA who will make a final decision based upon medical necessity criteria. If any employee does not follow this procedure, the Center's self-insured plan will only pay fifty percent (50%) of the costs associated with the selected procedure.

22

All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the Center'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 I 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

Where a participant in the self-insured plan s required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the Center's self-insured health benefits program, such pre-admission testing ~ 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.

Participants in the Center'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.

When any payment is made under the Center'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.

Benefits for chiropractic care under the self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.

The Center's self insured health benefits program includes maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependant'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.

The Center shall provide through their self-insured plans 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 at least once annually.

# **Provision for Premium Contribution**

Employees hired between October 2, 1995 and February 2, 2005 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:

| Years of Service | Pct. of Premium Contribution |
|------------------|------------------------------|
| 1                | 20%                          |
| 2                | 18%                          |
| 3                | 16%                          |
| 4                | 14%                          |
| 5                | 12%                          |
| 6                | 10%                          |
| 7                | 8%                           |
| 8                | 6%                           |
| 9                | 4%                           |
|                  |                              |

Employees hired after February 2, 2005 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:

| Years of Service | Pct. of Premium Contribution |
|------------------|------------------------------|
| 1.               | 20%                          |
| 2.               | 20%                          |
| 3.               | 17%                          |
| 4.               | 17%                          |
| 5.               | 13%                          |
| 6.               | 13%                          |
| 7.               | 10%                          |
| 8.               | 10%                          |
| 9.               | 10%                          |
| 10.              | 10%                          |

All deductions are limited to a maximum of 5% of an employee's base gross pay.

Effective April 1, 2009, all employees shall pay premium contributions. No employee receiving health insurance coverage will contribute less than the following minimum co-pays:

- Employees selecting the lowest cost coverage 0.75% of the employee's base salary
- Employees selecting other than the lowest cost coverage 1.25% of the employee's base salary

Employees that do not currently contribute to premiums will contribute the amounts indicated above.

Employees receiving health insurance coverage currently contributing in accordance with the existing premium contribution pay scale will continue to contribute in accordance with that scale unless the contribution amount required by that scale is less than the minimum contribution as indicated above.

Employees on the existing premium contribution scale taking the lowest cost plan will pay 0.75% of his/her base salary.

Employees hired after the signing of this agreement shall contribute in accordance with the existing premium contribution scale unless the contribution amount required by the scale is less than the minimum contribution as indicated above.

Employees opting out of health insurance coverage shall not be subject to premium contribution.

# **Provisions for Retirement**

Current employees retiring with twenty-five (25) or more years of service with Camden County Health Services Center and/or affiliated organizations (See County Agency List in the following Opt-Out provision) and twenty-five (25) or more years of service credit in a state or locally administrated retirement system, and employees retiring on an accidental disability pension, shall continue to receive fully paid health and prescription benefits.

Current employees and employees hired after the signing of this agreement retiring at age 62 or older with at least fifteen (15) years of service with Camden County Health Services Center and /or affiliated organizations; or retiring with at least ten (10) years of service with Camden County Health Services center 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:

| YEARS WITH THE CENTER   | PERCENT OF PREMIUM  |
|-------------------------|---------------------|
| Under 10 years          | Cobra coverage only |
| 10 years up to 15 years | 25%                 |
| 15 years up to 20 years | 20%                 |
| 20 years up to 25 years | 5%                  |
| 25 years or more        | 0%                  |

Employees who are hired after the signing of this agreement must be age 55 or older with twenty-five (25) or more years of service with Camden County Health Services Center and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administrated retirement system to be eligible for retirement health benefits.

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

Any retiree age sixty-five (65) or older who is receiving health benefits from the County through an POS must enroll in a Medicare plan, if available, no later that three (3) months after retirement, and remain enrolled so long as the Medicare plan is equal to or better than the traditional POS 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.

# **Provisions for Opt-Out**

Any employee covered by the agreement may choose, in writing, at any time, to participate in the "Optional Health Benefits Program." Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or a secondary employer.

If two employees are married or qualify as domestic partners/civil union partners and both are receiving health insurance coverage from the Camden County Health Services Center or any other County Agency listed below, neither employee may participate in the opt-out program. This clause applies only if one of the employees is hired after or married after the signing of this Agreement. Participation in the opt-out program means being paid the amounts listed below in lieu of insurance coverage.

- Camden County
- Camden County Row Office
- Camden County Mosquito Commission
- Camden County Superintendent of Schools
- Camden County Prosecutor's Office
- Camden County Library System
- Camden County Municipal Utilities AuthorityCamden County Improvement Authority
- Camden County Pollution Control Authority
- Camden County Board of Elections

If two employees are married or qualify as domestic partners/civil union partners, they may be covered individually as an employee or as a dependent under his or her spouse's Center plan, but not both.

If the spouse's benefits are terminated (not voluntarily dropped), the employee and their dependants may enroll in any of the available Plans.

Eligible employees shall be permitted to opt out of either medical coverage or prescription coverage or both.

Employees on non-paid leaves do not receive Opt Out payments.

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

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 one of the County's self-insured plans for the remainder of that year. If the employee desires to reinstate medical or prescription coverage, he or she will be required to wait until the next enrollment period. Applications must be made within thirty (30) days after termination of coverage. The employee can opt out any time during the year but must remain in the program for one full year.

The opt-out monthly amounts will be as follows:

| Change in Coverage   | Opt Out Amount Paid   |
|--|---|
| From Family to No Coverage From Parent/Child to No Coverage From Husband/Wife to No Coverage From Single to No Coverage From Family to Parent/Child Coverage From Family to Husband/Wife Coverage From Family to Single Coverage From Parent/Child to Single Coverage From Husband/Wife to Single Coverage | \$415.83<br>242.13<br>307.94<br>143.16<br>173.70<br>107.89<br>272.68<br>98.98<br>164.79 |
| Prescription Benefits  |   |
| From Family to No Coverage From Husband/Wife to No Coverage From Parent/Child to No Coverage From Single to No Coverage From Family to Parent/Child Coverage From Family to Single Coverage From Parent/Child to Single Coverage   | 174.33<br>174.33<br>102.63<br>60.29<br>71.71<br>114.04<br>42.34                         |

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

The option health benefits program shall be available to all new benefit-eligible employees on their benefit effective date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.

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

In order to enroll in the Opt Out Program, an employee must complete the enrollment form and provide proof of dependant status and current health insurance coverage. Annual reenrollment is required.

## **Other Provisions**

- 1. The Board of Managers will provide eligible employees with disability insurance coverage provided by the State of New Jersey for non-job related disabilities if and when the employee should become eligible.
- 2. Employees will be responsible for any extra costs incurred by the County if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the County Insurance Division within 90 days of the event. However, no employee will be required to pay more than \$3,000 for such costs.
- 3. The County will standardize coverage in all plans for dependents up to age 19 if not in school and age 23 if attending an accredited college, university, trade or secondary school on a full-time basis. Employees who are enrolled in a POS may voluntary opt to cover a dependant until the age of 30 for an additional premium charge. Dependents that are "permanent dependents", as defined by the POS, as a result of disability may be covered for the life of the employee.
- 4. 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 or Suspension of at least 60 da | <u>ys</u> |
|---|-----------|
| 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%       |
| Employees with a Gloss Base salary of \$70,000 and 1200 to      |           |

| For Employees on Non-Paid 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% |

- 5. The "domestic partner" (as defined by N.J.S.A. 26:8A-3) of an employee shall be considered a spouse and will be eligible for all benefits that would otherwise be provided to spouses by this Article.
- 6. Any participant who is ineligible for retirement and who ceases to be employed by the Board for any reason other than termination for disciplinary reasons may purchase such health benefit for a period not to exceed 120 days at a cost of fifty percent (50%) of the Board's actual cost.

## ARTICLE X

# SICK LEAVE WITH PAY

- A. Sick leave is hereby defined to mean absence of any employee from duty because of personal illness or injury which prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family who is seriously ill and requires the presence of the employee.
- 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, domestic partner, children, or foster children of the employee, grandmother, grandfather and grandchildren.
- C. Any employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one hour before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. 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. Pre-approved sick time is that time requested by the employee and approved in writing by the employee's supervisor.
- 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.
- E. If any employee is absent for five (5) consecutive workdays (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 may be required to submit medical evidence to substantiate his illness. 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.
- 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.

# ARTICLE X (cont.)

- 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. Employees on a daily, hourly, or seasonal basis are not eligible for sick leave.

## K. Unused Sick Time

- 1. Unused sick time up to a maximum of ten (10) days will be payable to employees covered by this Agreement on or about January 15 for the preceding contract year. All sick leave in any year shall be initially charged against the unused sick leave for the year in which it is taken and then against any accumulated sick leave for prior years.
- 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 November 15 of each contract year.

# 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 Chief Financial Officer.

# **ARTICLE XIII**

# **COURT TIME**

Employees shall be given time off without loss of pay when commanded to appear as a witness at any proceeding where they are not a party or where said employees are commanded to appear in connection with any activities referenced in Article XXV. Additionally, employees shall be given time off without loss of pay when commanded to appear as a victim or a defendant in a criminal matter that arises from the treatment of a patient.

# ARTICLE XIV

# **EMERGENCY LEAVE**

Employees 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 XV

#### BEREAVEMENT LEAVE

- A. In the event of the death of an employee's mother, father, brother, sister, spouse, domestic partner, child, foster child or grandchild, the employee shall be granted time off without loss of pay, but in no event to exceed four (4) consecutive working days, one (1) of which shall be the day of death or the day of the funeral.
- B. In the event of the death of an employee's mother-in-law, father-in-law, grandmother, grandfather, brother-in-law or sister-in-law or significant permanent human member of the household with an intimate personal relationship with the employee, the employee shall be granted time off without loss of pay, but in no event to exceed three (3) working days, one (1) of which shall be the day of death or the day of the funeral.

#### ARTICLE XVI

#### **MATERNITY LEAVE**

- A. Notification of pregnancy shall be made in writing to the Board no later than the sixth (6th) 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 initially 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.
- D. An employee returning from maternity leave will be restored to the employee's job classification at the then appropriate rate of pay, with no loss of seniority.

#### **ARTICLE XVII**

#### PERSONAL DAYS

- A. All full-time bargaining unit personnel shall enjoy (3) three personal days credited at the beginning of each year for personal, business, household or family matters described in this Section and shall be non-cumulative. Part-time employee's personal time shall be prorated and credited at the beginning of each year.
- 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 general reasons therefore; must be submitted at least one (1) full working day 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.
- E. A personal day shall not be granted for a day preceding or following holidays or vacations without pre-approval.
- F. Personal Education Leave will be granted in accordance with N.J.A.C. 4:1-17.7.

#### **ARTICLE XVIII**

#### **WORKERS' COMPENSATION**

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 not gross salary during the period of temporary disability, to a maximum of forty-five (45) working days. Employees entitled to Temporary Disability under Workers' Compensation will receive regular payroll checks for the first forty-five (45) days. During that period, the temporary disability check will be signed over to the Board. Thereafter, in the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible Employee will continue to receive the 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.

#### **ARTICLE XIX**

#### FRINGE BENEFITS

- A. Employees required to travel on authorized, necessary Board business and who are required to use their personal vehicle shall be reimbursed at the appropriate IRS rate per mile. If the Board increases the reimbursement rate for management, this rate will likewise be increased to the same new rate."
- B. If criminal or civil proceedings are brought against an employee for action arising during the course of and in the scope of his employment, the Board shall provide legal counsel.
- C. The employer will enroll employees covered by this agreement in the County Dental Plan.

#### ARTICLE XX

#### **SENIORITY**

- A. Seniority shall be defined as an Employee's total length of service with the Employer beginning with his or her original date of hire. Service will be considered broken, for the purposes of this Article, if an Employee who has served continuously with the Employer for at least one (1) year: (1) should resign his or her position and not be rehired by said Employer within three (3) months of said resignation; (2) should retire; (3) should be dismissed for cause; (4) should request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Employer; (5) should be Absent Without Leave for more than five (5) days; (6) should be laid off for more than six (6) calendar months of the date of the Employee's initial layoff.
- B. If an Employee sustains a break in service (as distinguished from an authorized leave of absence) he or she shall not accrue seniority credits for the time when he was not employed by the Employer.
- C. Every three (3) months the Hospital will provide the Union with a seniority list showing the names, job titles and dates of hire of all employees in the bargaining unit.
- D. If a question arises concerning two (2) or more employees who are hired on the same day, preference shall be given in alphabetical order of the employee's last name, except for employees hired prior to January 1, 1981 whose seniority shall be determined by the order in which the employees are shown on the Board's payroll records.
- E. Except where New Jersey Civil Service statutes provide otherwise, in cases where promotions, lay-offs, recalls, and vacation schedules are concerned, an Employee with the greatest amount of seniority shall be given preference provided the Employee has the ability to perform the work involved.

#### **ARTICLE XXI**

#### **HOLIDAYS**

#### A. All holidays are separated as follows:

| FLOATING HOLIDAYS       | CHOICE HOLIDAYS         | ESTABLISHED HOLIDAYS |
|-------------------------|-------------------------|----------------------|
| Martin Luther King Day  | New Years Day           | Memorial Day         |
| Columbus Day            | Christmas Day           | Fourth of July       |
| Presidents Day          | Good Friday or Passover | Labor Day            |
|                         |                         | Thanksgiving Day     |
| Election Day            |                         | Employee's Birthday  |
| Friday before Labor Day |                         | Veteran's Day        |
|                         |                         |                      |

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; either Christmas Eve, Christmas Day or the day after Christmas for the Christmas Day holiday; and, either Good Friday or Passover.

Employees must submit three options for minor floating holidays 2 weeks prior to the posting date of the schedule in which the holiday occurs. Monday thru Friday employees will submit their three choices two weeks before the celebrated day of the holiday. The three options must be Monday through Friday and must be within the time period covered by the schedule to be posted. When there is a conflict due to staffing, the Board will use seniority to determine who gets which days off. In any case, the employee must be given one of three choices. Those employees who select fewer than three days will have a day assigned within that period if they cannot be accommodated on the day they want.

- B. Holidays which fall within an employee's vacation period shall be celebrated on the day it occurs and will not be counted against 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.

#### ARTICLE XI cont'd

- 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.
- E. When the Board of Managers declare by formal action a day off for all Board 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 (½) the day will receive a whole day as compensatory time.
- F. If a holiday falls on an employee's regularly scheduled day off, the employee will receive a day off at the regular rate on a future date mutually scheduled and approved by the employee's supervisor within the same pay period
- In order to be eligible to receive holiday pay, an employee must work the scheduled day before and the scheduled day after the holiday, unless he or she is specifically scheduled to be off because of assignment to a continuous operations shift. If an employee is serving a suspension a scheduled day before or a scheduled day after a holiday and, as a result, is disqualified from receiving holiday pay under this Article, the holiday pay shall be counted as a day of suspension.
- H. All part time employees will be entitled to holidays on a proportionate basis and will be paid holiday pay for holidays worked. If the part-time employee is scheduled for the holiday off, the employee will receive straight pay for that day. Employees' reimbursement for holidays will not exceed the prorated number of holidays to which they are entitled.
- I. Holiday premium pay is not considered overtime and is not subject to Article V, Overtime, Section J (sick time exclusive).

## **ARTICLE XXII**

# **LONGEVITY**

A. All employees promoted to titles covered by this agreement will receive an extra \$300 in addition to the longevity amounts below and will have that resulting amount added to their base annual salaries:

| 5 years of service  | - | 2% of annual pay | <b></b> | \$600 maximum   |
|---------------------|---|------------------|---------|-----------------|
| 7 years of service  |   | 3% of annual pay | -       | \$800 maximum   |
| 10 years of service | _ | 5% of annual pay | -       | \$1,000 maximum |
| 15 years of service | - | 6% of annual pay | -       | \$1,200 maximum |
| 20 years of service | - | 7% of annual pay | -       | \$1,400 maximum |

#### ARTICLE XXIII

#### **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 eight (8) 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 eight (8) or more hours.
  - 3. If an employee's hours of work overlap between the 1st and 2nd shift, for the convenience of the employer, differential pay shall be paid for those hours.
- B. Any employee who is requested and returns to work during a shift other that his/her regularly scheduled shift, shall be paid any differential which pertains to that particular shift.
- C. No differential will be paid for any sick time taken.

#### **ARTICLE XXIV**

#### **VACATIONS**

- A. Employees in the Board shall be entitled to vacation as follows:
  - 1. Permanent full-time employees of the Board 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. Provisional and permanent full and part time employees of the Board shall be entitled to vacation leave. Part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the above schedule.
  - 3. Employees on a daily, hourly or seasonal basis are not eligible for vacation leave.
- 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 may be carried forward into the next succeeding year only and will be scheduled to be taken in the next succeeding year provided in no event will an employee be permitted to take more than four (4) consecutive weeks of vacation in any one year. However, 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.
- 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 XXIV (cont.)

- 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. 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.

#### ARTICLE XXV

#### STRIKES AND LOCKOUTS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support any strike, including sympathy strike (i.e. the concerted failure to report for duty or stoppage of work, work stoppage, slow-down, walkout or other 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 including publicly disavowing such action and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work.
- C. Nothing contained in this Agreement shall be construed 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 XXVI

#### 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. Employees covered by this Agreement will not be required to either violate or work under conditions which violate the New Jersey State Nursing Practice Act.
- B. The Employer and Representative shall designate a safety committee member for each unit of representation. They shall meet periodically as necessary to review the condition in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Registered Professional Nursing Unit shall be permitted, upon prior notice to and authorization of the Board's designated representative, a reasonable opportunity to visit work locations throughout the board's facilities, where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for periods not to exceed five (5) hours per week, unless additional time is authorized by the Superintendent or Executive Director of the Hospital.
- C. 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.
- D. An RN may us reasonable force as is necessary to protect herself from unprovoked attack, when reasonable withdrawal is not possible, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a patient.
- E. 1. RN's will promptly report cases of assault suffered by them in connection with their employment, to the appropriate Director of Nursing.
  - 2. Such notification will be immediately forwarded to the Executive Director. The Executive Director and Counsel will act in appropriate ways as liaison between the RN, the police and the courts.

#### ARTICLE XXVII

#### **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 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. No employee shall be disciplined without just cause.

#### **ARTICLE XXVIII**

### **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 Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, this agreement, 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.
- 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) 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 ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) work days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) work days thereafter to the Division Administrator as designated by the CEO. 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 Division Administrator will answer the grievance in writing within ten (10) workdays of receipt of the written grievance. Prior to any hearing but at least twenty days after the filing of the grievance, the Union and management will meet at either party's request to attempt to resolve the grievance amicably.

#### ARTICLE XXVIII (cont.)

Step Three: If the Union wishes to appeal the decision of the Division Administrator, such appeal shall be presented in writing to the Human Resources Office for presentation to the designated hearing officer at a hearing within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The designated hearing officer shall notify the Union, conduct a hearing, and thereafter will 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 CEO within ten (10) workdays thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The CEO, or his designee, shall respond in writing to the grievance within fifteen (15) workdays 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. 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. 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 CEO, 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 Health Services Center, 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 the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder,

#### ARTICLE XXVIII (cont.)

then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

- H. In the event that the aggrieved elects to pursue remedies available through Civil Service or EEO or Civil Rights, 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 CEO 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 and such other time as may be required and approved by the Board.

#### **ARTICLE XXIX**

#### 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 XXX

#### 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.

Whenever a disciplinary action is initiated, the employee or Union representative, upon request, shall be provided with copies of documentation in management's possession concerning said disciplinary action which management intends to produce as part of any disciplinary action. Additionally, when such a disciplinary action is contested, the employee or Union representative shall provide the Office of Human Resources with copies of any documentation that the employee or Union representative intends to use at the hearing. All documents shall be exchanged simultaneously no less than four (4) business days before the first scheduled hearing date.

#### ARTICLE XXXI

# LABOR MANAGEMENT COMMITTEE FOR JOB SECURITY

- A. The employees and the management of CCHSC 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.
- B. 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.
- C. 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.
  - 1. In the event of staff reduction, the appropriateness and numbers 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.
  - 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.
  - 3. The Labor/Management Committee will submit their findings and recommendations to the CEO and the Board of Managers.
  - 4. In the event of the sale, privatization, or merging of CCHSC, 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.
  - 5. 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 CCHSC. The appointment must be approval by the CEO and serves at the pleasure of the Board of Managers.

#### **ARTICLE XXXII**

#### **MANAGEMENT RIGHTS**

- A. The Camden County Health Services Center Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
  - 1. The executive management administrative control of the Health Services Center 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.
  - 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.)

- B. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county, or local laws or regulations.
- C. 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 judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

## **ARTICLE XXXIII**

## UNIFORM ALLOWANCE

All employees shall receive an annual allowance for uniforms, clothing and maintenance of \$450 for 2008 and thereafter. The allowance shall be prorated on the actual number of weeks employed.

#### **ARTICLE XXXIV**

#### **NEWLY CREATED POSITIONS AND JOB TITLES**

- A. The Union has the right to approach management to negotiate differential pay for unique internal titles that the Center has a need to fill.
- B. The Center agrees to post all open positions for seven calendar days. Where there is a question as to whether a position should be posted, the Center and the Union will consult as to the suitability of posting the position. At the time of application, the applicant will be given proof that he/she has applied. Employees will be notified five calendar days after the position is filled.

### ARTICLE XXXV

## **UNION DAYS**

The Union shall be allowed a total of 100 days over the course of this contract to be utilized by the Union for the purpose of attending conventions, seminars, conferences, and meetings necessary to advance the knowledge of its members for both education of administering the union contract and furthering the continuing education of its members in the business of healthcare and the art of nursing. The Union will give the Center two weeks notice or as soon as practicable of its intention to use union days.

# ARTICLE XXXVI

# PROBATIONARY PERIOD

Full time or part time new hires will have a ninety (90) day probationary period.

#### ARTICLE XXXVII

#### **DURATION**

This Agreement shall be in full force and effect as of <u>January 1, 2007</u> and shall remain in effect to and including <u>December 31, 2011</u>, without any reopening date. All economic sections of this Agreement shall be prospective from date of signing of this Agreement except as otherwise noted. 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 then 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 Carnden County Health Services Center, New Jersey on this date 5 March 2009.

RPNU #1

CHIEF EXECUTIVE OFFICER ON

BEHALF OF THE CAMDEN

COUNTY HEALTH SERVICES

CENTER BOARD OF MANAGERS

July Bresiden Local 2349

# EXHIBIT A

|                      | Rate at the   |
|----------------------|---------------|
|                      | Close of PP18 |
| Head Nurses          | 2007          |
| Adderley, Deborah    | \$32.62       |
| Halina, Alicia       | \$30.09       |
| Fritz, Carol         | \$30.09       |
| Lerro, Irene F       | \$30.95       |
| Arena, Deborah L     | \$31.82       |
| Maurer, Karen R      | \$31.82       |
| Terregino, Lillian M | \$31.82       |
| Dematteo, Leslynn J  | \$31.95       |
| Sherry, Barbara A    | \$32.29       |
| Peeke, Alan          | \$32.29       |
| Anthony, Dennis      | \$32.29       |
| <b>Supervisors</b>   |               |
| Gier, Lisa A.        | \$31.52       |
| Bondo, Margaret T    | \$31.52       |
| Dunning, Kelly A     | \$31.52       |
| Baker, Margaret C    | \$31.52       |
| McGinley, Paula J    | \$31.52       |
| Riley, Linda E       | \$31.52       |
| Langhorn, Shakina D  | \$31.52       |
| Dybus-Davis, Tracey  | \$31.52       |
| Kline, Mary Lou      | \$31.85       |
| Gleason, Thomas      | \$31.85       |
| Hunter, Sheri        | \$32.76       |
| Francisco, Felma     | \$33.71       |
| Garibay, Leah P      | \$33.71       |
| Bernardo, Wanda      | \$34.65       |
| Pearson, Cheryl L    | \$34.65       |
| Rosier, Amy          | \$34.65       |
| Marquez, Chita R     | \$34.65       |

|                                      | Amerihea<br>(AmeriHealt)                     | Amerihealth Traditional (Amerihealth Administrators)          | Amerihealth PPO (AmeriHealth Administrators) | th PPO<br>iministrators)     | Amerihealth<br>(Aetna Match)    | ealth<br>fatch)          | Ameri                           | AmeriHealth              | Ameriheath (Horizon Match)                        | health<br>I Match)   |
|--------------------------------------|--|---|--|------------------------------|---------------------------------|--------------------------|---------------------------------|--------------------------|---|----------------------|
| Benefits                             | Traditional 1 & 2 (Tradition                 | Traditional 1 & 2 (Traditional 2 - Council 10 & Unclassified) | Odd  | 0                            | POS 20                          | 20                       | POS                             | POS 20                   | POS 20  | 3 20                 |
|                                      | in-Network                                   | Out-of-Network  | In-Network                                   | Out-of-Network               | in-Network                      | Out-of-Network           | in-Network                      | Out-of-Network           | in-Network  | Out-of-Network       |
| Deductible                           | Trad 1-\$100/\$200<br>Trad 2 - \$100/\$200   | Trad 1-\$100/\$200<br>Trad 2 - \$100/\$200                    | None   | \$100/\$250                  | None                            | \$1,000/\$3,000          | None                            | \$3000/\$6000            | None  | \$1000/\$2000        |
| Coinsurance                          | 80%  | 80%   | %06  | %02                          | None                            | 70%                      | None                            | 20%                      | None  | 70%                  |
| Benefits Max                         | \$1,000,000 - Activ                          | \$1,000,000 - Actives; \$500,000 - Retirees                   | Unlimited                                    | \$5,000,000 per lifetime     | Unlimited                       | \$5,000,000 per lifetime | Unlimited                       | \$5,000,000 per lifetime | None  | \$500,000            |
| Out-of-Pocket Max                    | Trad 1-\$500/\$1,000<br>Trad 2-\$500/\$1,000 | Trad 1-\$500/\$1,000<br>Trad 2-\$500/\$1,000                  | \$1,500/\$3,000                              | \$10,000/\$20,000            | \$1,500/\$3,000                 | \$10,000/\$30,000        | \$1,000/2,000                   | \$15,000/\$30,000        | None  | \$10,000/\$30,000    |
| Adult Physicals                      | 100% no deductible                           | 100% no deductible  | 100% after \$20<br>copayment                 | 70% after deductible         | 100% after \$20 copay           | Not Covered              | 100% after \$20 copay           | 50% after deductible     | 100% after \$20<br>copay                          | Not Covered          |
| Gyn Exam                             | 100% no deductible                           | 100% no deductible  | 100%   | 100% no deductible           | 100% after \$25 copay           | Not Covered              | 100% after \$25 copey           | 50%, No deductible       | 100% after \$25<br>copay                          | Not Covered          |
| Routine Mammography                  | 100% no deductible                           | 100% no deductible  | 100%   | 100% no deductible           | 100%                            | 70% after deductible     | 100%                            | 50%, No deductible       | 100% after \$25<br>copay                          | 70% after deductible |
| Eye Exams                            | None   | None  | None   | None                         | 100% after \$25 copay           | Not Covered              | 100% after \$25 copay           | Not Covered              | 100% after \$25<br>copay                          | 70% after deductible |
| Well Child Care                      | 100% no deductible                           | 100% no deductible  | 100% after \$20 copay                        | 70% no deductible            | 100% after \$20 copay           | 70% after deductible     | 100% after \$20 copay           | 50%, No deductible       | 100% after \$20<br>copay                          | Not Covered          |
| Hospitalization                      | 100% no deductible                           | 100% no deductible  | \$200 per admission copay                    | 70% after deduct             | \$200 per admission<br>copay    | 70% after deductible     | \$200 per admission copay       | 50% after deductible     | 100% after \$200<br>admission copay               | 70% after deductible |
| Pre-natal visits                     | 100% no deductible                           | 100% no deductible  | 100%   | 70% no deductible            | \$25 for first visit, then 100% | 70% after deductible     | \$25 for first visit; then 100% | 50% after deductibil     | \$25 for first visit; then<br>100%                | 70% after deductible |
| PCP Office Visits                    | 80% no deductible                            | 80% no deductible   | 100% after \$20 copay                        | 70% after deductible         | 100% after \$20 copay           | 70% after deductible     | 100% after \$20 copay           | 50% after deductible     | 100% after \$20<br>copay                          | 70% after deductible |
| Specialist Office Visits             | 80% after deductible                         | 80% after deductible  | 100% after \$25 copay                        | 70% after deductible         | 100% after \$25 copay           | 70% after deductible     | 100% after \$25 copay           | 50% after deductible     | 100% after \$25<br>copay                          | 70% after deductible |
| Surgery (O/P)                        | 100%   | 100%  | 100%   | 100% no deductible           | \$100 copay per visit           | 70% after deductible     | 100% after \$25 copay           | 50% after deductible     | \$20 Primary Care<br>Physician/\$25<br>Specialist | 70% after deductible |
| Surgery (I/P)                        | 100%   | 100%  | 100%   | \$200 per admission<br>copay | \$200 per admission<br>copay    | 70% after deductible     | \$200 per admission<br>copay    | 50% after deductible     | 100% after \$200 per<br>admission copay           | 70% after deductible |
| Lab & X-Ray                          | 100%   | 100%  | 100%   | 70% after deductible         | 100%                            | 70% after deductible     | 100%                            | 50% after deductible     | 100%  | 70% after deductible |
| Emergency Room (life<br>threatening) | 100% no deductible                           | 100% no deductible  | 100%   | 70% after deductible         | 09\$                            | 09\$                     | \$75                            | \$75                     | \$35  | \$35                 |
| /Anniesten                           |  |   |  |                              | 7                               |                          |                                 |                          |   |                      |

|  | Ameriheal<br>(AmeriHealth  | Amerihealth Traditional<br>(AmeriHealth Administrators)   | Amerihealth PPO (AmeriHealth Administr  | Amerikealth PPO<br>AmeriHealth Administrators)   | Amerihealth<br>(Aetna Match)  | ealth<br>latch)   | AmeriHealth   | Health   | Amerihealth<br>(Horizon Match)          | Amerihealth<br>Iorizon Match)                           |
|--|--|---|---|--|---|---|---|--|---|---|
| Benefits   | Traditional 1 & 2 (Tradition   | Traditional 1 & 2 (Traditional 2 - Council 10 & Unclassified)   | dd                                      | Obd  | POS 20  | 20  | PO.   | POS 20   | POS 20                                  | 20  |
|  | In-Network   | Out-of-Network  | in-Network                              | Out-of-Network   | in-Network  | Out-of-Network  | In-Network  | Out-of-Network   | In-Network                              | Out-of-Network  |
| Skilled Nursing  | 100%   | 100%  | 100%                                    | 100% no deductible   | \$200 per admission<br>copay, limited to 100 -1<br>days per calendar year | 70% after deduct,<br>limited to 100 days per<br>calendar year                           | \$200 per admission 7<br>copay, limited to 120 td         | 70% after deduct, limited to 120 days per calendar year        | 100% up to 100 days                     | 70% after deductiable;<br>up to 60 days                 |
|  |  |   | Up to 30 days                           | Up to 30 days per admission  |   |   |   |  |   |   |
| Rehabilitation Therapy<br>(Speech, Physical &<br>Occupational)   | 100% no deductible   | 100% no deductible  | %06                                     | 70% after deducitible  | 100% after \$25 copay   | 70% after deductible  | 100%, day limit varies<br>depending on type of<br>therapy | 50% after deductible   | 100% after \$20<br>copay or \$25 copay  | 70% after deductible                                    |
|  |  |   |   |  | 60 day consecutive benefit period   | re benefit period   |   |  |   |   |
| Durable Medical Equipment  | t 90% subject to deductible  | 90% subject to deductible   | %06                                     | 70% after deductible   | Nat covered   | 70% after deductible.,<br>must precertify if over<br>\$1,500                            | %001  | 50% after ded., \$2500<br>benefit maximum per<br>calendar year | 100%                                    | 70% after deductible; precert required over \$2500      |
| Home Care  | 80% subject to deductible  | 80% subject to deductible   | 100%                                    | 70% after deductible   | 100%  | 70% after deductible., limited to 60 visits per calendar year                           | 100%  | 50% after deductible   | 100%                                    | 70% after deductible;<br>up to 100 visits               |
| I/P Mental Health  | 90% no deductible  | 90% after deductible  | 100%                                    | 50% after deductible   | \$200 per admission<br>copay, 35 day max                                  | 70% after deductible;<br>30 day max   | \$200 per admission<br>copay, 35 day max                  | 50% after deductible; 35<br>day max                            | \$200 per admission<br>copay            | 70% after deductible                                    |
| The state of the s | 40 day pe  | 40 day per calendar year  | 90 days per                             | 90 days per calendar year  |   |   |   |  | 45 days per                             | 45 days per calendar year                               |
| O/P Mental Health  | 90% no deductible  | 90% after deductible  | %06                                     | 70% after deductible   | 100% after \$25 copay,<br>20 visit max                                    | 70% after deductible;<br>30 visits  | \$25, 20 visit max  | 50% after deductible; 20 visits                                | 100% after \$25<br>copay                | 70% after deductible                                    |
|  | 50 visits p  | 50 visits per calendar year   | 60 visits per                           | 60 visits per calendar year  |   |   |   |  | 50 visits pe                            | 50 visits per calendar year                             |
| VP Substance Abuse   | 90% no deductible  | 90% after deductible  | 100% after \$200 per<br>admission copay | 50% after deductible   | \$200 per admission<br>copay; 30 day max                                  | 70% after deductible;<br>30 day max. per<br>calendar year, 90 day<br>lifetime max.      | \$200 per admission<br>copay: 30 day max                  | 50% after deductible; 30<br>visits                             | 100% after \$200 per<br>admission copay | 70% after deductible                                    |
|  |  |   | 50 days per                             | 50 days per calendar year  |   |   |   |  | 45 days per caler                       | 45 days per calendar year; 90 days per<br>Iffetime      |
| O/P Substance Abuse  | %06  | 90% after deductible  | %06                                     | 70% after deductible   | 100% after \$15 copay,<br>20 visit max.                                   | 70% after deductible;<br>30 visit max, per<br>calendar year, 120 visit<br>lifetime max. | 100% after \$25 copay                                     | / 50% after deductible   | 100% after \$25<br>copay                | 70% after deductible                                    |
|  |  |   | 30 visits per                           | 30 visits per calendar year  |   |   | Combined 60 vis   | Combined 60 visits per calendar year                           | 50 visits per calen                     | 50 visits per calendar year; 150 visits per<br>lifetime |
| *Please note your prescription drug<br>referenced in your labor agreement.   | ription drug plan will rem   | Please note your prescription drug plan will remain the same per your current labor agreement and County policy with the exception of Council 10. For Council 10 members, copayments will default to the minimum retail and the minimum mail order cost referenced in your labor agreement. | bor agreement and Cou                   | anty policy with the exce  | eption of Council 10. F   | or Council 10 member  | ers, copayments will default                              | efault to the minimum re                                       | etail and the minim                     | m mail order cost                                       |
|  | And the state of t |   |   | A CONTRACTOR OF THE PARTY OF TH |   |   |   |  |   |   |