

CONTRACTUAL AGREEMENT  
BETWEEN

Camden Council 10  
&  
Camden County  
Mosquito Commission

2003-2007

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### N.J.C.S.A. Council #10 and Camden County Mosquito Commission

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**AGREEMENT**  
**BETWEEN**  
**CAMDEN COUNTY MOSQUITO EXTERMINATION COMMISSION**  
**AND**  
**CAMDEN COUNCIL 10, N.J.C.S.A.**  
**JANUARY 1, 2003 TO DECEMBER 31, 2007**

**PREAMBLE**

This agreement entered into by the Camden County Mosquito Extermination Commission, hereinafter referred to as the “Commission” or “employer”, and Camden Council 10, N.J.C.S.A., hereinafter referred to as the “Representative”, has as its purpose the promotion of harmonious relations between the Commission and the Representative; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE I**  
**RECOGNITION**

**Section 1**

The Commission recognizes the Representative as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees in the classifications listed under Schedule A, attached hereto and by reference made apart of the Agreement, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Chapter 303, Laws of 1968, N.J.S.A. 34:13A-1 et seq.

**ARTICLE II**  
**CHECK OFF**

Section 1

The Mosquito Extermination Commission authorizes the County Treasurer to deduct or have deducted the Council's monthly membership dues from the pay of those employees who did individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the County Treasurer and the Commission by the Financial Secretary of the Union, together with a list of the names of all employees for whom the deductions were made by the 10<sup>th</sup> day of the succeeding month after such deductions are made. The revocation of this authorization shall be in writing in duplicate, one to be sent to Council #10 and one copy to the County Treasurer and further, in accordance with the provisions of applicable statutes as presently existing or as may be amended.

Section 2

A check-off shall commence for employees who sign a properly dated authorization card, cards to be supplied by the "Representative" and verified by the Treasurer of Council #10 during the month following the filing of such cards with the County and Commission.

Section 3

If during the life of this Agreement, there shall be any change in the rate of membership dues, the "Representative" - Council #10 - shall furnish the Commission and the County Treasurer written notice at least thirty (30) days prior to the effective date of such change and shall furnish to the Commission and the appropriate County Department/Division either new authorizations from the members showing the authorized deduction for each employee, or an official notification on the letterhead of Council #10 and signed by the President and/or authorized official advising of such changed deduction.

Section 4

Any employee, being a dues paying member of Council #10 N.J.C.S.A., may, upon proper written notification, withdraw from Council #10 by filing the proper written notice of withdrawal with the Treasurer of the Union, the Commission, and the County Treasurer. The filing of this written notice of withdrawal shall be effective to terminate deductions in accordance with N.J.C.S.A. 52:14-15.9e, as amended.

Section 5

The "Representative" shall indemnify, defend and hold the Commission and Camden County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Commission or the County or in reliance upon information furnished by the "Representative" or official notification on the letterhead of Council #10, N.J.C.S.A. and signed by the President and or an authorized official of Council #10, N.J.C.S.A.

**ARTICLE IIA**  
**AGENCY SHOP**

Section 1

The Commission agrees to deduct or have deducted 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.

Section 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. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission

Section 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 the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

Section 4

The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals, 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 Commission.

Section 5

Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.

Section 6

The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Commission or require the Commission to take any action other than to hold the fee in escrow pending resolution of the appeal.

### Section 7

The Union shall indemnify, defend, save and hold the Commission harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Commission in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Commission, or in reliance upon the official notification on letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

### Section 8

Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Union and this Agreement has been executed by the Commission after it had satisfied itself that the Union is a proper majority representative.

## **ARTICLE III** **WORK SCHEDULES**

### Section 1

The regular scheduled workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive. The regular scheduled number of hours of work is noted elsewhere in this agreement. A modified work schedule shall be available to all employees as mutually agreed to by the affected employee, the employer and the Union.

### Section 2

The regular starting time of work shifts will not be changed without reasonable notice to the affected employee and without first having discussed such changes and the need for same with Council #10, if time permits. No employee shall have his/her regular hours work schedule or regular day off schedule changed for the purpose of avoiding payment of overtime.

### Section 3

The normal lunch period for eight (8) hour employees shall be 12:00 noon to 12:30 PM. This will not preclude a person starting or finishing his lunch period earlier or later according to the dictates of the job. Employees commencing the lunch period after 12:00 noon will contact their superior, informing the superior that they are starting their lunch period after the regular

scheduled time. Office employees will take their lunch period as designated by the Superintendent.

#### Section 4

The employer agrees to allow a fifteen (15) minute rest break during the AM hours, the rest break to be taken in the period 9:45 to 10:30; and a fifteen (15) minute rest break during the PM hours, the rest break to be taken in the period 2:15 to 2:45 PM. Time for rest break is not accumulative.

#### Section 5

When an employee is delayed in reporting for work assignment on time, he shall endeavor, where possible, to contact his superior or the Commission office and notify them that he will be late. An employee, when he/she is late, shall have the right to use sick or personal time to cover the period of lateness, provided the use of such time is appropriate. Continual or habitual lateness will not preclude the Commission from taking disciplinary action against said individual or individuals.

#### Section 6

When an employee does not expect to report for work, he will call the Commission office not later than one-half (1/2) hour after the designated starting period and state the reason for his absence (sick). Failure to call will result in the employee not being paid for that day.

#### Section 7

An employee who wishes to leave work before the end of the normal scheduled work day, must notify his/her immediate supervisor or the Superintendent and state the reason for leaving. He/she shall be entitled to the use of accrued sick or personal leave, as appropriate. If sick and personal leave are exhausted, compensatory time and then vacation leave may be used to cover the remainder of the scheduled work day, as long as acceptable proof of an emergency situation is provided.

#### Section 8

An employee who is out because of illness but who does not have sick time accrued, may request the use of accrued vacation day for this illness. It must be submitted in writing immediately upon returning to work and the approval/disapproval rests with the Superintendent or a Commissioner. The continual requesting of a vacation day to cover illness may result in a case of abuse of sick time.

## Section 9

Employees who receive an unpaid lunch may elect to have either a one hour or a one-half hour lunch period. Such election shall remain in effect for a minimum of one year, unless otherwise arranged. The above shall be available to all employees and mutually agreed to by the affected employee, the employer and the Union.

## **ARTICLE IV** **OVERTIME**

### Section 1

Overtime refers to any time worked beyond the regular hours of duty, provided the individual has worked the normal number of hours in the workday. Overtime is granted only when an employee is ordered to work by a supervisor and/or Commissioner.

### Section 2

Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions:

- (a) All work performed in excess of the employee's regular number of hours of duty in any one day, as authorized by the Superintendent.
- (b) All work performed in excess of the employee's regular number of hours of duty in any one week, except that hours for which time and one-half is paid shall not be included in the base weekly hours.
- (c) All work performed on Saturday.

### Section 3

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

### Section 4

Overtime work shall be distributed as equally as possible among employees within the same classification.

### Section 5

Overtime shall be paid currently, or at least no later than the second pay period after overtime was served/or when funds are available and if overtime pay has been agreed upon.

## Section 6

(a) Where an employee has earned compensatory time as a result of working overtime and has requested time off, but has been denied the use during the year in which it was earned, the Commission shall reimburse the employee for the unused compensatory time for the current year at the appropriate rate of pay, no later than the second pay period of the succeeding year. The employee may elect to maintain his/her balance of compensatory time through the succeeding year. All compensatory time earned in the prior year must be used no later than the succeeding year. If not used, the Commission shall reimburse the employee for the unused compensatory time earned in the prior year as well as any compensatory time earned in the succeeding year, as elected by the employee, no later than the second pay period of the second succeeding year.

(b) There will be no unreasonable denial or restriction as to the days of the week relating to the usage of compensatory time. Compensatory time off must be scheduled and approved by the Superintendent.

## Section 7

If an employee refuses to work overtime when directed, such refusal may result in disciplinary action. Request to be excused from overtime work must be approved by the Superintendent or a Commissioner.

## Section 8

(a) Employer agrees, when possible, to give employees a least 24 hours notice when overtime work is required so as not to create a hardship on the employee. Employer agrees to allow employees in the same title and/or an employee capable and qualified to perform said overtime work to exchange assignments. However, all changes must be approved by the Superintendent or the General Supervisor or, in the absence of both, by a Commissioner.

(b) In the event 24 hours notice cannot be given, employees required to work overtime will be authorized one-half (1/2) hour, without pay, for the supper period. If they are not notified at least 24 hours ahead of time, they will be reimbursed supper money, not to exceed \$6.00, upon presentation of a valid receipt. Such employees will be paid the appropriate rate of pay for the hours actually worked.

(c) Employer agrees from June 1st to September 1st of any contract year to post schedules of individuals/teams who may be called to work overtime. The employer shall alternate employees where feasible, on the weekly lists, so as to reduce/eliminate employees having to work overtime in successive weeks.

## Section 9

If an employee has knowledge that his work assignment requires him/her to work past his/her normal quitting time, he/she can be required to continue his/her duties after normal quitting. He/she will be re-reimbursed at the overtime rate for work performed. (This will not be considered "Call In" time).

Section 10

The Commission agrees to guarantee one (1) hour (overtime pay) if an employee is scheduled for overtime and is unable to work due to conditions beyond his/her control. This guarantee is valid only if the employee has not been notified before the end of a normal workday.

Section 11

Voluntary overtime shall be distributed by classification and seniority from most senior on a rotating basis beginning with the employee immediately following the last senior employee that worked, except if the scope of the work would require his/her knowledge of geographical locations. Mandatory overtime shall be distributed by classification and seniority from the least senior employee on a rotating basis beginning with the employee immediately following the last employee that worked.

**ARTICLE V**  
**CALL IN TIME**

Section 1

Any employee who is requested / directed and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked.

Section 2

The provisions of this section do not apply to Sections 9 & 10 of Article IV.

Section 3

If the employee's call in time work assignment and his regular shift overlap, he shall be paid time and one-half for that period worked prior to the regular shift. Thereafter, for the balance of his regular work shift, he shall be paid at the appropriate rate.

**ARTICLE VI**  
**RATES OF PAY**

Section 1

The hiring (starting rate) will be determined by the Commission, and will not be contestable later, if accepted by the employee at the time of initial employment.

Section 2

The pay scale for all employees covered by this Agreement is based on 8 hours for field personnel and 6 hours for office personnel.

### Section 3

When an employee is promoted or reclassified, so as to assume additional duties or responsibilities, or in recognition of the performance of his duties, then, his salary shall be adjusted to the prevailing rate of his new title. In no event, shall such employee's salary be less than that he received in his prior title.

### Section 4

Rates of compensation provided for in these regulations are fixed on the basis of full time service in full time positions.

### Section 5

The salary authorized under these regulations shall be interpreted as exclusive of any longevity pay.

### Section 6

Any employee who performs work in a higher paid classification than his own, shall be compensated for such work, after he has performed this work for 10 consecutive work days during more than fifty percent (50%) of the time while on the job. The provisions of this section do not apply to employees in a training or trainee status.

### Section 7

An employee shall be paid the rate of pay for his own classification when performing work of a lower classification.

### Section 8

An employee, who having been directed to perform duties in a lower classification than his own, and refuses, can be denied pay for the day or part of the day and is subject to disciplinary action.

### Section 9

The rates of pay for the various titles covered by this contractual agreement shall be appended to this contractual agreement and will become the part known as "Schedule A".

### Section 10

- (a) All employees covered under this Agreement will receive pay changes or increases as follows:

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

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

Section 11

The Commission agrees that when a person is employed at a salary less than the current prevailing salary, said employee will be paid at 6% less than the prevailing rate for the first year and 3% less for the second year. After two (2) years, the salary will become the prevailing rate.

Section 12

All employees who earn and maintain a CDL license will be paid the difference for the upgrade to a CDL license upon verification.

**ARTICLE VII**  
**INSURANCE**

The Commission having joined and being a part of the County of Camden’s Insurance Program will adhere to the County of Camden’s insurance policies as follows:

Section 1

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

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

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

2004 - \$600  
2005 - \$650

2005 - \$700  
2006 - \$750

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**\$30,000 up to  
\$50,000**

Brand Name 11%  
Generic 8%

Brand Name 11%  
Generic 8%

Minimum Co-pay -\$3

Minimum Co-pay - \$6

Maximum Co-pay:

Maximum Co-pay:

2004 - \$14  
2005 - \$16  
2006 - \$18  
2007 - \$20

2004 - \$15  
2005 - \$17  
2006 - \$19  
2007 - \$21

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

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

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Employee Salary

Retail Co-pay

Mail Order Co-pay

**\$50,000 to \$70,000**

Brand Name 12%  
Generic 9%

Brand Name 12%  
Generic 9%

Minimum Co-pay -\$3

Minimum Co-pay - \$6

Maximum Co-pay:

Maximum Co-pay:

2004 - \$16  
2005 - \$18  
2006 - \$20  
2007 - \$22

2004 - \$17  
2005 - \$19  
2006 - \$21  
2007 - \$23

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

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

2007 - \$1,800

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<b>Over \$70,000</b>	Brand Name	16%	Brand Name	16%
	Generic	11%	Generic	11%
	Minimum Co-pay - \$5		Minimum Co-pay - \$8	
	Maximum Co-pay:		Maximum Co-pay:	
	2004 - \$18		2004 - \$20	
	2005 - \$20		2005 - \$22	
	2006 - \$22		2006 - \$24	
2007 - \$24		2007 - \$26		

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

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

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

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

- (b) Employees and their dependents are encouraged to use generic prescription drugs. If a drug is on the State formulary list and the doctor does not specify that only a brand name may be used, the pharmacist will substitute the generic equivalent, if available. If the doctor specifies "dispense as written", the pharmacist must dispense whatever is specified and the participant shall pay only the co-pay. If the participant, however, specifically requests a brand name, the participant shall pay the difference in price between the generic and non-generic prescription drug in addition to the co-pay.
- (c) Employees are encouraged to utilize the services of "Preferred Providers". The County

will be responsible for designating such “Preferred Providers”. This program is strictly voluntary and shall not reduce the level of benefits currently provided pursuant to the county’s self-insured health benefit program.

- (1) Employees will be advised by the county of the designated “Preferred Providers” and may sign up on a voluntary basis at any time during the calendar year for one (1) full year.
  - (2) Certain other “Preferred Providers” as designated by the county may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.
  - (3) Notwithstanding the provisions of (1) above, employees may opt out of a “Preferred Provider” program during the period of open enrollment in order to enroll in an HMO Program.
- (d) In the event any participant covered by the county’s self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion must be submitted. If no second opinion is submitted, the county will only pay for fifty (50%) percent of the total cost of said surgery and all related treatment and services. Participants contemplating elective surgery which requires a second opinion must contact the administrator of the county’s self-insured benefits program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

#### ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
2. Cataract Removal
3. D&C (Dilation and Curettage)
4. Hemorrhoidectomy
5. Hemiorrhaphy
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

- (e) All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the county's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

PROCEDURES WHICH MUST BE PERFORMED ON AN OUT-PATIENT 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 Fracture

- (f) Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the county's self-insured health benefits program, such pre-admission testing must be performed on an outpatient basis unless the participant's doctor certifies in advance to the program's administrator, in writing, that special medical circumstances require that the procedure be performed in a hospital.
- (g) There will be no benefits paid under the county's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.
- (h) Participants in the county's self-insured health benefit program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program, which results in an overcharge to the county, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon submission of acceptable written

documentation, the participant shall be entitled to a refund of fifty (50%) percent of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.

- (i) When any payment is made under the county's self-insured health benefits program the county shall be subrogated to all the rights of recovery of the participant against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.
- (j) Effective January 1, 1993, mental health and substance abuse benefits under the county's self-insured health benefits program will be covered at a rate of 90/10 coinsurance for both in-patient and out-patient treatment with each type of treatment covered equally.
- (k) Effective January 1, 1993, benefits for chiropractic care under the county's self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
- (l) Effective January 1, 1993, the county's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program.
- (m) All new employees hired between May 6, 1996 and January 31, 2000 shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

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

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

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

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

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

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

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

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

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

Any participant who is ineligible for retirement and who ceases to be employed by the

County for any reason other than termination for disciplinary reasons may purchase such health benefits for a period not to exceed 120 days at a cost of 50 percent (50%) of the County's actual cost.

Any retiree age 65 or older who is receiving health benefits from the County through an HMO must enroll in a Medicare plan no later than 3 months and remain enrolled as long as the Medicare plan is equal to or better than the traditional HMO being provided. Retirees may change their health care provider during the annual open enrollment period or if they relocate to an area which is not served by their current provider. The employee's co-pay however will be reduced on an annual basis if the employee joins the lowest cost major medical plan available at the annual period of open enrollment. The employee shall be entitled to a credit at the time towards their co-pay of the percentage difference between the lowest cost major medical plan available and the average cost of all other major medical plans available. This average cost shall be determined by combining the cost of all County HMO's at the current rate with the cost for the County's traditional self-insured plan and the County's self-insured PPO plan at the prior year's rate, subtracting the lowest cost plan, and then dividing the remaining cost by the remaining total number of plans. Average cost shall be separately calculated for each type of coverage, i.e. single, husband/wife, parent/child and family. The employee must remain in the lowest cost plan for the entire year in order to be entitled to the credit. If at any open enrollment period, an employee elects not to remain in the lowest cost major medical plan, the applicable employee percentage co-pay pursuant to this section shall be based solely on the employee's years of employment with the County.

- (o) The yearly deductible applicable to those employees enrolled in the County's traditional health insurance plan shall be \$200 for single coverage/\$300 for family coverage.
  
- (p) Effective January 1, 1999, the County shall provide as a covered benefit (1) mammograms once yearly for all female employees and/or dependents over age forty, or more frequently, or at an earlier age, if a physician so prescribes; and (2) pap smears of the type prescribed by the employee's or dependent's physician once annually or more often as prescribed by employee's or dependent's physician because of a particular medical condition and/or family history. A hearing exam shall be provided as a covered benefit once every two (2) years or more frequently if medically prescribed.

## Section 2

The County/Commission will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age sixty-five (65), but only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the term of this Agreement.

### Section 3

The County/Commission will pay health insurance premiums for a plan providing benefits as required in Section 1 for a Commission/County employee who has retired after twenty-five (25) years of service with the Commission/County.

### Section 4

The County will pay or cause to be paid to the Council #10 Health and Welfare Fund the sum of \$350 per year for each employee who is a member of the representative or for whom the representative is the bargaining agent.

The representative agrees to save and hold harmless the employer/County/Comm. from any liability arising out of the administering of the fund to which this sum shall be paid on behalf of each employee as stated above, and further agrees to make available to the employer, audits or reports detailing with said funds as same shall become available.

### Section 5

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

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

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

(b) Eligible employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an eligible employee chooses to participate and then the

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

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

Health Insurance

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

Prescription Benefits

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

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

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

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

Section 6

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

Section 7

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

Section 8

Effective upon the signing of this Agreement, employees shall be responsible for extra costs, up to a maximum of \$3,000, incurred by the County if there is a change in an employee's life status (divorce, death of spouse, etc.) which would affect their health and prescription benefits and the employee does not report it to the County Insurance Division within 90 days of the event.

Section 9

The County shall implement a Section 125 Premium Conversation Plan which will permit the payment of certain employee contributions in pre tax dollars.

Section 10

Effective upon the signing of this Agreement, County employees who are the dependents of another employee receiving benefits through the County Insurance Division, and who are otherwise eligible for health benefits, must chose one type of health benefit coverage only.

Section 11

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

Section 12

Effective upon the signing of this Agreement, County employees who are the dependents and/or spouse of an employee or retiree receiving benefits as the result of employment by Camden County, a Camden County Row Office, the Camden County Mosquito Commission, the Camden County Superintendent of Schools, the Camden County Prosecutor's Office, the Camden County Health Services Center, the Camden County Library System, the Camden County Municipal Utilities Authority, the Camden County Improvement Authority, the Camden County Pollution Control Authority, the Camden County Superintendent of Elections, or the Camden County Board of Elections, and who are otherwise eligible for health benefits, must choose one type of health benefit coverage only and are not eligible for opt out.

**ARTICLE VII**  
**SICK LEAVE WITH PAY**

**Section 1**

Sick leave is hereby defined to mean absence of any employee from duty because of personal illness or injury; exposure to contagious disease; care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; or death in the employee's immediate family, for a reasonable period of time.

**Section 2**

Employees of the Commission shall be entitled to the following sick leave with pay:

(a) New employees – one working day paid sick leave for each month of service from the initial month of employment through December 31 next following the date of employment.

(b) Full time employees – After December 31 of the first year of employment, fifteen working days paid sick leave per calendar year, credited at the beginning of each calendar year in anticipation of continued employment.

(c) Part-time employees – sick leave with pay shall be pro-rated according to hours worked in active pay status per month.

**Section 3**

If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year and he/she shall be entitled to such accumulated sick leave with pay if and when needed.

**Section 4**

If any employee is absent for five (5) consecutive working days for any of the reasons set forth in the above rule, the MEC shall require acceptable evidence on the form prescribed. The nature of the illness and the length of time the employee will be absent shall be stated on a doctor's certificate and the employee will be required to adhere to Section 6 of Article **ifi**.

**Section 5**

At the discretion of the Superintendent/Commissioner(s), he/she may, at any time, require the employee seeking sick leave to submit medical evidence acceptable to the Superintendent so long as the employee is advised in advance of the requirement. No such requirement shall be effective for a period longer than 6 months unless there is reasonable cause to believe that the employee is seeking sick leave for purposes not authorized by this Article. If sick leave is not approved, the time involved during which the employee was absent may be charged to his vacation time, if approved; however, the employee has the right to appeal this decision to the Appointing Authority (Commissioners).

### Section 6

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

### Section 7

Employees on a daily, hourly or seasonal basis are not eligible.

### Section 8

The term “immediate family” is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, stepchild, grandchild, grandmother, grandfather, foster child, legal ward, legal guardian, and other relatives residing in the employee’s household. With the exception of brother-in-law, sister-in-law and stepchild, the above definition is intended to be the same as the definition of “immediate family” set forth in Section 4A of the New Jersey Administrative Code and shall be modified to conform with any changes, additions or deletions made to the Code.

### Section 9

Effective January 1, 1995, employees who do not use sick time in any calendar quarter of the year shall earn one (1) additional vacation day for each quarter where there is no sick time used. Employees who use no sick time at all during any calendar year shall earn a total of five (5) additional vacation days for that year. Additional vacation days earned shall be credited to the employee’s account as of January 1 of the following year. All vacation leave taken in that year shall be initially charged against this additional earned vacation leave, and then against earned vacation leave pursuant to Article X. No employee shall be entitled to earn additional vacation time in any quarter if during that calendar year the employee used 15 days of sick leave, unless that sick leave was used in conjunction with a hospital stay of three (3) days or more. Additional vacation time earned must be used within two (2) years of it being credited or it will be lost.

### Section 10

The elimination of the sell-back of sick leave effective January 1, 1994, shall have no effect on employee’s accumulated sick leave nor their ability to continue to accumulate sick leave as per Civil Service rules.

### Section 11

Employees will be required to complete the required form for sick time used/requested. (“Call in” or when he/she leaves the job prior to end of normal duty hours).

### Section 12

Any employee who terminates service with the Commission with at least twenty-five (25) years of service with the Commission and/or County of Camden and who is 55 years of age or older shall be entitled to lump sum terminal leave pay equal to fifty percent (50%) of the employee’s

earned and unused sick leave multiplied by his/her current rate of pay up to a maximum of \$23,000.

## **ARTICLE IX** **LEAVE OF ABSENCE**

### **Section 1**

Leave of Absence for employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise set forth herein.

### **Section 2**

Military leaves of absence shall be granted in accordance with law.

### **Section 3**

Emergency and Special Leave -- An employee shall be given time off without incurring a loss of pay. The amount of money received for performing duties listed in a, b and c below, shall not be deducted from the amount of pay received from the Commission (pay received from the Commission, plus outside reimbursement, equals regular pay) when:

- (a) Performing Jury Duty, State Court, the employee involuntarily summoned shall serve without loss of pay and is allowed to retain stipend, up to \$10.00 per day for service.
- (b) Performing Jury Duty, Federal Court, the employee shall receive full pay plus a stipend of \$10.00 paid by the Federal Court. All moneys received by the employee, in excess of \$10.00 paid by the Federal Court, in serving as a Federal Juror, shall be returned to the County or the Mosquito Extermination Commission.
- (c) Commanded to appear as a witness and not a party before a court, legislative committee or judicial or quasi-judicial body.
- (d) Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or President.

### **Section 4**

Any employee who is a duly authorized representative of the organizations listed in N.J.S.A. 3 8.23-1 and any amendment thereto shall be granted a leave of absence with pay for the purpose of traveling to and from and attending any state or national convention or to attend an Annual Union Seminar of said organization, not to exceed five (5) days in any calendar year. Request to be off to attend the function must be submitted in writing to the Superintendent or his designee in advance, provided the representative supplies a statement and/or certificate indicating that he/she attended the full day (s) conferences. The request shall state the purpose and length of time he/she will be absent.

## Section 5

Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.

## Section 6

Leave of Absence with Pay (Bereavement):

- (a) A leave of absence with pay up to five (5) days shall be granted an employee desiring such leave because of death (bereavement) in the immediate family, as follows:  

Mother, father, spouse, children (including foster children and stepchildren)  
brother, sister, foster parent and step parent.
- (b) A leave of absence with pay up to three (3) days shall be granted an employee desiring such leave because of death as follows:  

Mother-in-law, father-in-law, grandmother, grandfather, brother-in-law, sister-in-law, grandchildren, stepbrother, stepsister, son-in-law and daughter-in-law.
- (c) The employee must commence "Leave of Absence" with pay for death in immediate family during the following times:
  - (1) Day of or day after "day of death" and/or day of burial.
  - (2) Leave granted for death is not required to be taken consecutively but must be completed not later than three (3) working days after burial.
- (d) Employees must provide the Commission with a current list identifying all family members by name and relationship. It is the employees' responsibility to keep such list current.

## Section 7

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

## Section 8

### PERSONAL DAYS

- (a) All bargaining unit personnel shall enjoy four (4) personal days per year for personal, business, household or family matters described in this section and shall be non

accumulative. All days will be available for use beginning with the first pay period of each year, except for new employees who will be prorated quarterly for the first full two (2) years of employment.

- (b) Business means an activity that requires the employee's presence during the workday and is of such a nature that it cannot be attended to at a time outside the workday.
- (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.

## **ARTICLE X** **VACATIONS**

### **Section 1**

Permanent, full time employees of the Commission shall be entitled to the following annual vacation with pay:

- 1 day per month for the first year
- 1 year 1 day to 5 years - 12 working days
- 5 years 1 day to 10 years - 13 working days
- 10 years 1 day to 15 years - 18 working days
- 15 years 1 day to 20 years - 20 working days
- 20 years 1 day to 25 years - 25 working days
- 25 years 1 day or more - 28 working days

- (a) Temporary full-time employees of the Commission shall be entitled to vacation leave to the same extent such leave is provided for permanent employees.
- (b) Provisional, full time employees of the Commission shall be entitled to vacation leave to the same extent such leave is provided to permanent employees in accordance with the above schedule.
- (c) Employees on a daily, hourly or seasonal basis are not eligible for paid vacation leave.
- (d) Permanent part-time employees shall receive vacation leave on a pro-rated basis in accordance with the above schedule.

## Section 2

- (a) Employees may submit by April 1 of each year, dates they are requesting to utilize vacation time. Approval will be based on the following:
- (1) Seniority
  - (2) Job title and/or duties
- (b) Other requests for vacation time will be by the following criteria: Vacation requests must be submitted for approval not less than ten (10) working days prior to the requested starting date. In case of conflict of requested vacation dates, the following rules will be used as guide lines for approval of vacation time requested:

- (1) Date of Request
- (2) Job Title and/or Duties
- (3) Seniority

## Section 3

Vacation time will not be advanced.

## Section 4

Employees are authorized to take only one-half (1/2) of their vacation time, accrued for one (1) year, during the period May 15th to September 15th.

## Section 5

The Commission will close for vacation between December 25th through January 1st for the years covered by this contract. Personnel who do not have accrued vacation or compensatory time will suffer loss of pay.

## Section 6

- (a) Where in a calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the CCMEC may be carried forward into the next succeeding year only and will be scheduled to be taken in the succeeding year. Denial of vacation time shall be given to the employee in writing. If in the second year, due to the pressure of work, as determined by the CCMEC, the employee still has accumulated vacation that will be lost, the employee has a right to sell that time only. Such request shall be made in writing by December 1. "This section shall be limited in accordance with Section 4 of this Article."

- (b) Upon separation from employment, the employee shall be entitled to vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation becomes effective and any vacation time which may have been carried over from the preceding calendar year.
- (c) If an employee dies, for vacation credits a sum of money equal to the compensation figure of his salary rate, at the time of death, shall be calculated and paid to his estate for said vacation credit.
- (d) When vacation allowance for any employee changes, based on his years of service, during any calendar year the annual allowance shall be computed on the basis of the number of months and shall be prorated for the balance of the year.
- (e) Employees may request permission to use vacation leave for sick leave, provided sick leave is exhausted. Written authorization should be given before said usage or as soon as possible after verbal authorization is given to the employee.

#### Section 7

Employee may request the use of vacation leave time due to unforeseen circumstances; approval/disapproval rests with the Superintendent/Commissioner(s).

#### Section 8

Employees may request payment of vacation time accrued and not used for the prior year. Request must be made in writing before December 1st of the current year.

### **ARTICLE XI** **WORKER'S COMPENSATION**

#### Section 1

When an employee is injured on duty, and meets the qualifications for Workers' Compensation, the employee will receive workers' compensation due him/her, plus the difference between the amount received as compensation and his salary during the period of temporary disability, to a maximum of forty-five (45) days.

#### Section 2

In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive worker's compensation. If the

employee is entitled to use and authorizes the Commission to charge time to accumulated sick, vacation or personal leave, the employee may receive the difference between the amount received as worker's compensation and his/her salary.

### Section 3

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

## **ARTICLE XII** **SENIORITY**

### Section 1

Seniority is defined as an employee's total length of service with the employer beginning with his original date of permanent hire in the current classification. Employees who are laid-off by the Commission or the County and are subsequently re-employed by the Commission in any capacity within seven (7) years of the effective date of lay-off shall receive seniority credit for all time worked for the Commission and/or County prior to layoff with respect to all provisions of this Agreement.

### Section 2

All County time worked or approved leaves will be counted except for a break in service if caused by termination. For employees with the same total length of service, seniority preference shall be given in alphabetical order of the employee's last name.

### Section 3

The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and shall furnish copies of same to the Representative annually or when there is a change.

### Section 4

Except when N.J. Civil Service statutes require otherwise, in all cases of promotions, demotions, layoff, recall, work schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform work involved.

**ARTICLE XIII**  
**HOLIDAYS**

Section 1

The following national and state holidays are recognized as paid holidays when celebrated as holidays: New Year's Day; Martin Luther King's Birthday; President's Day; Good Friday; Easter Monday; Memorial Day; 4th of July; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas Day; General Election Day during the years covered by this contract.

Section 2

Holidays/off days which fall within an employee's vacation period shall not be charged to the employee's vacation leave.

Section 3

It is understood that there shall be 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.

Section 4

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.

Section 5

In order to be eligible to receive holiday pay as set forth in this Article, an employee must work the day before and the day after the holiday, unless he or she has been specifically authorized to be off. If an employee is serving a suspension on a day before or a day after a holiday and as a result is disqualified from receiving holiday pay under this Section, the holiday shall be counted as a day of suspension.

Section 6

When the Board of Freeholders declare an off day for all County employees, those who are required to work on such off day shall be given a compensatory day at a later date.

Section 7

This provision has no applicability when off days are declared or granted pursuant to a contract with other Representative Associations or Unions. ..

**ARTICLE XIV**  
**LONGEVITY PAY**

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

**ARTICLE XV**  
**PERSONNEL COMMITTEE**

**Section 1**

A Personnel Committee shall be set up within the Commission and shall consist of three (3) Commissioners appointed by the Chairman and including the Chairman.

**Section 2**

The Personnel Committee will be involved with and make recommendations to the full Commission on personnel matters, grievances, etc.

**Section 3**

The Personnel Committee shall act as the Commission's Affirmative Action Committee.

**ARTICLE XVI**  
**STRIKES AND LOCKOUTS**

**Section 1**

In addition to any other restriction under the law, the Council will not cause a strike, work stoppage or intentional slow down of work of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the employer's work. The employer and the Employee/Representative will follow the Grievance Procedure for which provision is made herein. The employer shall not cause any lockout.

**Section 2**

If either of the parties or if any person violates this section, then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County Court of Camden

County of the Superior Court Law Division, Camden County.

Section 3

In the case of a strike or a work stoppage by any other public collective bargaining unit, employees of the Camden County Mosquito Extermination Commission will exert every effort to report for work and perform their assigned duties, provided that these do not interfere with, cause bodily harm to, or involve any activity associated with the other public union or bargaining unit.

**ARTICLE XVII**  
**SAFETY AND HEALTH**

Section 1

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 failing to utilize safety tools and equipment or wear safety apparel will be subject to disciplinary action. An employee having been issued safety tools/equipment and wearing apparel, and reports for work without same, may be sent home with loss of pay for that day or period of absence.

Section 2

The Employer and the Representative shall designate a safety committee member for each unit of representation. They shall meet prior to the “ditch season” in late October, prior to the “route” season and periodically, as necessary, to review the conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Council shall be permitted a reasonable opportunity to visit work locations throughout the Employer’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 of pay, for periods not to exceed three (3) hours per week, unless additional time is authorized by the Superintendent or the Employer.

Section 3

Beginning in the first pay period of 2003 through 2004, employees will receive a boot allowance of up to \$100 per year. Beginning in the first pay period of 2005 through 2006, employees will receive a boot allowance of up to \$120 per year. Beginning the first pay period of 2007 employees will receive a boot allowance of \$140. Receipts must be provided and will be payable in the months of June and/or December. All boots shall meet OSHA safety standards for work being performed.

#### Section 4

Beginning the year 2000, winter coats will be provided by the Commission and be replaced on an as needed basis, but no more than once a year. Maintenance will be done by the employee.

#### Section 5

New uniforms provided by the Commission shall be tan in color. The change to tan uniforms shall be completed no later than December 31, 2004. As part of the new uniform issue, four (4) short sleeved shirts shall be provided in lieu of four (4) long sleeve shirts.

### **ARTICLE XVII** **EQUAL TREATMENT**

#### Section 1

The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or activities.

#### Section 2

The employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

#### Section 3

Five (5) working days prior to the implementation of any new rules of work or conduct, the Commission agrees to notify the union and the employees. This section shall not apply to changes necessitated by technical problems or directives from regulatory and advisory bodies as well as legislation mandating change. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established as provided by NJSA34:13A-5.13.

#### Section 4

All articles of this Agreement shall be equitably applied to all employees covered by this Agreement in so far as practicable.

#### Section 5

The Union as well as the affected employee shall receive a copy of any disciplinary action and attachment(s) which is placed in an employee's file. All employees shall have the right to review their personnel files upon reasonable request.

**ARTICLE XIX**  
**GRIEVANCE PROCEDURES**

Section 1

Any grievance or dispute, that might arise between the parties in reference to the application of or the meaning, or the interpretation of the agreement shall be settled in the following manner:

Step 1. The aggrieved employee, Grievance Committee or the Representative at the request of the employee, shall take up the grievance or dispute with the Superintendent within fourteen (14) calendar days of its occurrence. Failure to act within said fourteen (14) day period shall be deemed to constitute an abandonment of the grievance. The grievance must be in writing. The Superintendent shall respond to the employee, Grievance Committee or Representative in writing within fourteen (14) calendar days.

Step 2. If the grievance still remains unadjusted, it shall be presented by the Representative, Grievance Committee or employee, to the Personnel Committee of the Mosquito Extermination Commission in writing within fourteen (14) calendar days after the response from the Superintendent was due. The Commission shall respond, in writing, to the employee, Representative or Grievance Committee within fourteen (14) calendar days after the next regularly scheduled Commission meeting. If the grievance remains unsettled, the Representative may elect to pursue further steps on one hand, described by Steps 3 and 4. The Commission and the union will meet periodically at either party's request to discuss and try to settle as many grievances as possible prior to a hearing at Step Three. Both parties commit to settle outstanding grievances without the time and expense of having to go through the process below.

Step 3. If the grievance remains unsettled, the employee or the Union may submit the grievance to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) calendar days after receipt of the Commission's reply and shall give written notification of submission to the Chairman of the Commission. Failure to submit to arbitration within the twenty (20) day limit will constitute an abandonment of the grievance. The cost of arbitration shall be borne by the party found to be at fault.

Step 4. With regard to subject matters not involving the expenditure of Rinds, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Commission and the Representative pursuant to the rules and regulations of the Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by this Agreement. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. The arbitrator shall be bound by the provisions of this agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement. The findings of the arbitrator shall be binding on both parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

## Section 2

Whenever any employee of the Commission who is a representative of the union is mutually scheduled to participate during working hours in related business concerning negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation time. If the scheduled business commences or terminates after regular scheduled hours of work for the representative he/she will not be entitled to overtime.

## Section 3

Agents of the Representative, who are not employees of the Commission, will be permitted to visit with employees during working hours at their work station for the purpose of discussing Union Representation matters, after first having notified the Commission or Superintendent and so long as there is no undue interference with the normal operation of Commission business.

## Section 4

The employer shall give written notifications to the Representative when an employee is being suspended, fined, demoted or removed from employment. The notification shall be submitted to the Representative at the same time the preliminary notice is given to the affected employee and shall indicate the extent and reason for the punishment.

## Section 5

Notwithstanding any of the procedures or steps listed above, the Appointing Authority (Commission/Superintendent) does not renounce any of the rights granted under the provisions of Civil Service.

# **ARTICLE XX** **GENERAL PROVISIONS**

## Section 1

The Commission agrees to allow the Representative to install and maintain a bulletin board in the Mosquito Commission garage area for the purpose of posting Representative announcements and other information of non-controversial nature. The Representative will be responsible for maintaining the bulletin board in an orderly or up to-date manner.

## Section 2

It is agreed that the representatives of the Commission and the Representative will meet from time to time upon a reasonable request of either party to discuss matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given by the Representative and/or the Commission.

Section 3

During the terms of this agreement, the Commission will allow the Trustee and/or the Shop Steward to attend authorized meetings of the Representative during ‘duty hours’ not to exceed three (3) hours per calendar month, when the Commission is so notified of the meeting in writing prior to said meeting.

Section 4

There shall be an employee performance evaluation and such evaluations shall be made not less frequently than on a yearly basis. Employees shall have the right to appeal said evaluation to the Personnel Committee.

Section 5

If an employee is on an approved leave during a pay day, his/her paycheck shall be made available to him/her on the preceding day, provided the checks are in the Commission office and the employee has requested the check on the leave form.

Section 6

The Commission shall permit employee authorized payroll deductions for the Camden Council #10 Political Action Committee.

Section 7

The Commission will print at their cost thirty-five (35) copies of this contract, twenty-five (25) for the union and ten (10) in reserve, within sixty (60) days of the signing of the Agreement.

Section 8

All job openings for which the New Jersey Department of Personnel posts notice of an open competitive and/or promotional examination shall be copied by the Commission when posted by the Department of Personnel and promptly distributed to all affected departments and the union where they shall be posted prominently in areas where notices to employees are normally placed.

Section 9

Representatives of the Commission and Council #10 shall meet, at either party’s request, to discuss issues associated with the sell back of compensatory time.

**ARTICLE XXI**  
**MANAGEMENT RIGHTS**

Section 1

The Mosquito Commission hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of

this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) the executive management and administrative control of the Commission 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 Commission.
- (b) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- (c) The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time to deem best for the purposes of maintaining order, safety and/or the effective operation of the Department, after advance notice thereof to the employees to require compliance by the employees is recognized.
- (d) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
- (e) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause, according to law.
- (f) To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- (g) The Commission reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the department.

## Section 2

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Commission, the adoption of policies, rules, regulations and practices and the furtherance thereof

and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

Section 3

Nothing contained herein shall be construed to deny or restrict the Commission of its rights, responsibilities and authority under N.J.S.A. 26-9, or any other national, state, county or local laws or regulations.

**ARTICLE XXII**

**FULLY BARGAINED AGREEMENT**

Section 1

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

Section 2

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

Section 3

This agreement is for four (4) years and is effective January 1, 1 999 through December 31, 2002.

**ARTICLE XXIII**  
**TERMINATION**

Section 1

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred-twenty (120) days prior to the anniversary date, that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

## Section 2

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

## Section 3

Any changes, modifications or amendments of any part of this contract shall not cause a change, modification of amendment in any other part unless expressly so stated and this agreement shall continue in full force and effect. This writing contains the entire agreement between the parties and shall not be enlarged, diminished or modified in any way without the express written approval of both parties.

## **ARTICLE XXIV** **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 XXV** **FRINGE BENEFITS**

### Section 1

Employees required to travel on authorized, necessary Commission business and who are required to use their personal vehicle shall be reimbursed at the currently applicable IRS rate plus out-of-pocket expenses.

### Section 2

Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month. This shall be subject to county payroll procedures.

### Section 3

The Commission will provide heavy duty work gloves, as worn out, to each non-clerical employee covered by this collective bargaining agreement.

Section 4

The Commission agrees to confer with the Safety Commission established in Article XVII during the preparation of bid specifications in order to obtain heavy winter coats in the uniform contract. The Commission agrees to review its current uniform budget and utilize any and all savings to provide employees with additional uniform items.

**DURATION**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CAMDEN COUNTY MOSQUITO  
EXTERMINATION COMMISSION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A**

<b><u>TITLE</u></b>	<b><u>1999</u></b>	<b><u>2000</u></b>	<b><u>2001</u></b>	<b><u>2002</u></b>
Supervisor	37,498	38,623	40,071	41,574
Heavy Equip. Oper. Supervisor	36,696	37,797	39,214	40,685
Asst. Chief Inspector M.E.	36,696	37,797	39,214	40,685
Asst. Supervisor M.E.	35,787	36,861	38,243	39,677
Mosquito I.D. Specialist ME.	35,787	36,861	38,243	39,677
Senior Inspector M.E.	35,487	36,551	37,922	39,344
Inspector M.E.	34,681	35,722	37,061	38,451
Insp./Hvy. Equip. Oper.	34,681	35,722	37,061	38,451
Heavy Equipment Operator	34,623	35,662	36,999	38,387
Equipment Operator	33,592	34,600	35,898	37,244
Mechanic	33,019	34,009	35,284	36,608
Mechanic's Helper	32,432	33,405	34,657	35,957
Laborer	29,267	30,145	31,275	32,449
Inspector Trainee M.E.	32,717	33,698	34,962	36,273
Administrative Clerk	33,000	33,990	35,265	36,587
Principal Clerk Stenographer	28,119	28,963	30,049	31,176
Senior Clerk Stenographer	25,704	26,475	27,468	28,498
Senior Clerk Typist	25,601	26,369	27,357	28,383
Clerk Stenographer	23,530	24,236	25,145	26,088
Clerk Typist	22,246	22,913	23,773	24,664