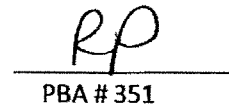



COUNTY


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AGREEMENT

Between

**CAMDEN COUNTY BOARD
OF CHOSEN FREEHOLDERS**

and

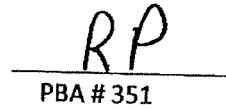
**CAMDEN COUNTY
CORRECTION OFFICERS
P.B.A. LOCAL #351**

**January 1, 2006
Through
December 31, 2012**

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PREAMBLE

This Agreement entered into this day, the 23rd of June, 2010, by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter called the "County" and the POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 3 5 1, hereinafter called "Association", has as its purpose the promotion of harmonious relations between the County and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the County and Association.

ARTICLE I RECOGNITION


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

Section 2. The Rules and Regulations of the New Jersey Department of Personnel that apply to the employees covered by this contract are hereby acknowledged to be part of this Agreement.


ARTICLE II CHECKOFF

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

Section 2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to P.B.A. and a copy to the Treasurer of Camden County, and in accordance with the provisions of N.J.S.A. 52:14-15.9e, as may be amended. Such revocation shall be



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effective to all deductions as of January 1 or July 1, next succeeding the date of which such revocation is filed.

Section 3. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by notice of the Union to the County or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. or by his expressly designated representative.

ARTICLE II-A AGENCY SHOP

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

Section 2. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Employment Relations Commission.

Section 3. The fair share fee for services rendered by the Association, shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, 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 Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.

Section 5. Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.

[Signature]
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Section 6. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.

Section 7. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the County or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deductions.

**ARTICLE III
SENIORITY**

Section 1. Seniority is defined as an employee's length of service with the County of Camden within the Department of Corrections as a Correction Officer. Sergeant's seniority shall be defined solely by time in title. Seniority shall be utilized within the Department as it applies to vacation selection, schedules, and bid posts for both Officers and Sergeants.

(a) The top senior 50% of officers shall have the choice of picking their shift and/or post pursuant to section 8 (2).

(b) The following post are designated bid posts and the chart below details the available posts and shift bids.

Post	Schedule	0745-1600	1545-2400	2345-0800
Mail Delivery	3week rotating		Unavailable	Unavailable
Info Desk	3week rotating			Unavailable
Master Control # 1	3week rotating			
Master Control # 2	3week rotating			
Visiting Floor	3week rotating			Unavailable
Back Gate	3week rotating			
Admissions Booth	3week rotating			
Inside Recreation	3week rotating			Unavailable
Outside Recreation	3week rotating			Unavailable
Admissions # 1	3week rotating			
Admissions # 2	3week rotating			

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Admissions # 3	3week rotating			
Tunnel	Mon – Fri		Unavailable	Unavailable
Lobby Cash Window	3week rotating			Unavailable
Loading Dock	Mon – Fri		Unavailable	Unavailable
Foot Patrol	3week rotating			
CSLS # 1	3week rotating		Unavailable	Unavailable
CSLS # 2	3week rotating		Unavailable	Unavailable
CSLS # 3	3week rotating		Unavailable	Unavailable
1 North Mod	3week rotating			
2 North Mod	3week rotating			
1 Center Mod	3week rotating			Unavailable
1 South Mod	3week rotating			
2 South Mod	3week rotating			
Laundry	3week rotating	Unavailable		
Lobby Security	3week rotating			Unavailable
Kitchen	3week rotating			
Work Detail	3week rotating	Unavailable	Unavailable	
Commissary	Mon-Fri	Unavailable		Unavailable
5 Center	3week rotating			Unavailable
3 Center	3week rotating			Unavailable
2 Center	3week rotating			Unavailable
5 North # 1	3week rotating			
5 North #2	3week rotating			
5 North # 3	3week rotating			
5 North # 4	3week rotating			
5 South #1	3week rotating			Unavailable
5 South # 2	3week rotating			
5 South # 3	3week rotating			
5 South # 4	3week rotating			
3 North # 1	3week rotating			Unavailable
3 North # 2	3week rotating			
3 North # 3	3week rotating			
3 North # 4	3week rotating			
3 South # 1	3week rotating			Unavailable
3 South # 2	3week rotating			
3 South # 3	3week rotating			
3 South # 4	3week rotating			
3 South # 5	3week rotating			Unavailable
3 South # 6	3week rotating			Unavailable
2 North # 1	3week rotating			

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2 North # 2	3 week rotating		
2 North # 3	3 week rotating		
2 North # 4	3 week rotating		
2 South # 1	3 week rotating		
2 South # 2	3 week rotating		
2 South # 3	3 week rotating		
2 South # 4	3 week rotating		
2 South # 5	3 week rotating		
2 South # 6	3 week rotating		
5 th Floor Video Court	3 week rotating	Unavailable	Unavailable

The following posts shall not be subject to bid:

- | |
|---|
| 1. 50% of the positions in admissions processing |
| 2. Medical Expediter |
| 3. Locksmith |
| 4. Purchasing |
| 5. Video Visits |
| 6. Law Library Security |
| 7. Human Resources |
| 8. Payroll |
| 9. House Arrest |
| 10. 50% of the CSLS positions |
| 11. Environmental Sergeant |
| 12. Security Sergeant |
| 13. Executive Assistant |
| 14. Warden's Administrative Assistant |
| 15. Work Release |
| 16. K-9 |
| 17. Internal Affairs |
| 18. Training Unit |
| 19. Technology Unit |
| 20. State and County Parole Liaisons |
| 21. Maintenance Supply Officer |
| 22. Laundry Exchange |
| 23. 3 rd Floor Video Court |
| 24. Maintenance Officers |
| Any position that is not expressly listed as biddable |

In addition, nothing contained herein shall be interpreted to mean that assignments to the Special Operations Group or the Emergency Tactical Unit are subject to bidding.

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(c) During the post and shift bid process, the senior most 50% of Officers, exclusive of appointed positions, shall bid on specific posts or shift bid only, however, shift bid only shall not exceed fifteen (15) per shift, according to the chart below:

Shift ONLY	Schedule	0745-1600	1545-2400	2345-0800
1	3 week rotating			
2	3 week rotating			
3	3 week rotating			
4	3 week rotating			
5	3 week rotating			
6	3 week rotating			
7	3 week rotating			
8	3 week rotating			
9	3 week rotating			
10	3 week rotating			
11	3 week rotating			
12	3 week rotating			
13	3 week rotating			
14	3 week rotating			
15	3 week rotating			

1. If a Sergeant has not been assigned to a non-biddable position he/she shall be permitted to bid, according to seniority (time in title) (in the event that two or more Sergeants were promoted on the same day, the bid order shall be time in title and then by rank on the promotional list) on the biddable slots available to Sergeants, which shall be four (4) positions on each shift. Once these positions have been filled, the Warden shall assign the remaining Sergeants. If a Sergeant has been assigned to the Admissions Unit, he/she shall be able to bid on shift in Admissions Only.

Sergeants shall be able to bid for shift only according to the chart below:

Main Jail	Schedule	0740-1600	1540-2400	2340-0800
1	3 week rotating			
2	3 week rotating			
3	3 week rotating			
4	3 week rotating			
Admissions				
1	3 week rotating			
2	3 week rotating			

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- (d) Officers will have a Ninety-day evaluation period for training to meet the criteria of the post selected. Failure to meet criteria for the post in the Ninety-day evaluation period will result in removal of officer from the post.
- (e) For the purpose of training, officers can be reassigned at the discretion of the Shift Commander one day per week.
- (f) Officers can be removed from their post under the following conditions:
 - i. In order to meet the needs of the training and/or specialized ability, the Warden may alter assignments. Likewise assignments may be altered to meet the bona fide safety needs of the citizens of the County, or the Officers and/or inmates of the Camden County Correctional Facility. Furthermore, any action or inaction detrimental to the good order and security of the Camden County Correctional Facility may result in removal of an Officer from a bid post. In such cases these changes shall be made with timely written notices and explanation to the PBA and shall last until such time as the specific reason for the change has been met or ameliorated, at which time the affected employee shall be returned to his/her bid shift; or
 - ii. By the Shift Commander only after the progressive discipline plan is met.

Any officer who is terminated, laid off, or otherwise reduced in force and is reinstated within one year shall have all credited time and service restored.

Section 2. An employee who has left employment with the County (exclusive of approved leave of absence) shall not accrue seniority for that period of time.

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

- (a) Seniority preference shall be determined by the order in which employee's names shall be found on the County resolution hiring them. In the event that the employees have the same date of hire they shall have their seniority determined by lottery drawing to be witnessed by representatives of the P.B.A. and the County.

Section 4. The County of Camden shall maintain an accurate, current seniority roster, containing each employee's date of hire, date of permanent status,

classification and pay rate. Copies of this roster shall be made available to the P.B.A. annually and semi annually per year.

Section 5. In the event a biddable position vacancy occurs on any shift, schedule, or position, the Warden or his designee shall utilize the seniority factor in filling any shift or schedule vacancy provided the assignment does not impact negatively on the health, safety or welfare of the Department. The vacancy will be filled by offering the most senior officer who bid "shift only" on the shift that the vacancy occurred, and continuing down the list of "shift only" officers until that post is filled. If no "shift bid" officer desires the said vacancy, the Warden or his designee shall assign an Officer to that vacated position. In the event that a promotion occurs and both candidates have equal ability to perform the assigned task, then the employee with the greatest seniority and the better performance evaluation rating shall be given preference.

Section 6. In the event any employee shall utilize his seniority for any shift vacancy or selection pick which may occur in the Department, that individual shall be given ninety (90) days to demonstrate that he has the ability to perform the task. An employee shall be given reasonable opportunity to correct deficiencies prior to the end of the ninety (90) day period which will be documented, given, and reviewed with the employee in an evaluation.

Section 7. All officers who are on leave and return to work shall have their seniority restored upon their return.

Section 8. Shift and Post Bid Methodology

1. By September 15th of each year, the Warden shall designate which Officer's/Sergeant's are to be assigned to the non-biddable positions, as listed above.
2. Once those Officers/Sergeants are so assigned, the assignments shall become effective on the first day of the first pay period of the New Year, 50% of these Officers not assigned to a non-biddable position shall be permitted to bid, according to seniority, on the "shift and post bids" listed above.
3. The bidding will take place between October 1st and November 1st. For this purpose, the PBA shall be presented a current seniority roster. Bid assignments shall become effective on the first day of the first pay period of the New Year. The Warden will maintain a chart showing the available

biddable positions, which shall include the hours of such assignments as well as the days off for those biddable assignments.

4. Human Resources will place the Officers name with the most seniority in the slot for the available position he /she desires and so forth until the bidding process is complete. The remaining Officers not eligible to bid shall be assigned by the Warden.
5. The Warden shall determine the days off and the hours for each position to be bid.

ARTICLE IV WORK SCHEDULES

Section 1. Where the nature of the work involved requires continuous operations on a 24 hour per day, seven (7) days per week basis, employees will have their schedules arranged in a manner which will ensure, on a rotation basis that all employees in a given title will have an equitable share of Saturdays, and Sundays off.

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

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

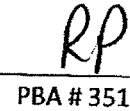
Section 4. The work week shall commence at 12:01 a.m. Sunday and end at 12:00 Midnight Saturday.

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

Section 6. Seven (7) days notice shall be given to an employee transferred to another shift or position.

Section 7. Management may, at its discretion, move to 12 hour shifts. If it should exercise that discretion, overtime will be paid to employees assigned to such shifts after 12 hours worked in a day or after 80 hours in a pay period or as otherwise negotiated by the parties. The starting time(s) shall be negotiated with the union. The move to 12-hour shifts will not increase the employees allotted sick, vacation or personal time.


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ARTICLE V OVERTIME

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

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

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

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

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

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


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

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

Section 6. Any employee who is required to work during periods other than his regularly scheduled shift shall be paid at the overtime rates, including shift differential, if any.

Section 7. Overtime shall be distributed as equitably as possible. The Shift Commander shall maintain a list in the shift commanders' office. Volunteers will work overtime in order of the list, starting at the top of the list. Officers ordered


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overtime will be ordered overtime in the order of the list, starting at the top. The Shift Commander may assign overtime to an officer if there exists a bona fide occupational qualification regardless of that officers placement on the list. Assignment of overtime shall be on a rotation basis. When an employee works a minimum of two (2) hours their name will be moved to the bottom of the list.

No officer shall be ordered to work two (2) tours of overtime in one pay period except in case of emergency. This is exclusive of volunteered overtime. The Association President shall meet with the Warden monthly to review the overtime calling and to verify the procedure and overtime assignments.

Section 8. Effective the signing of the Agreement, all gun qualifying range time will be paid at time and one half if the officer is required to go qualify on his/her own time. It is understood that the Warden will have the discretion to schedule officers on County time.

Section 9. No employees shall have his work schedule or regular day off schedule changed at any time for the purpose of avoiding payment of overtime.

Section 10. Early Reporting/Late Relief:

Officers shall receive 15 minutes per day worked at time and one-half for late relief.

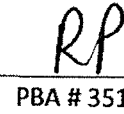
Sergeants shall receive 20 minutes per day worked at time and one-half for late relief.

Late relief and early reporting mean the same.

The Late Relief shall only be paid when the late relief is actually worked. Sergeants shall work an eight hour and twenty minute shift to receive late relief. Officers shall work an eight hour and fifteen minute shift to receive late relief.

Late Relief will not be paid for employees who leave their shift early, take time off (sick, vacation, administrative or compensatory time).


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**ARTICLE VI
CALL-IN-TIME**

Any employee who is required to return to work during periods other than his regularly scheduled shift shall be paid at the appropriate rate plus shift differential, and be guaranteed not less than three (3) hours pay, regardless of the number of hours actually worked. If the employee's call-in-time work assignment and his regular shift overlap he shall be paid time and one-half for that period worked prior to the regular shift; thereafter, for the balance of his regular work shift, he shall be paid the prevailing rate.

**ARTICLE VII
RATES OF PAY**

Section 1. Wages

The County shall pay all correction officers pursuant to the outline salary guide below the following salary increases effective January 1, 2006 and through December 31, 2012 as listed in the salary guides below.

County Correction Officers

The above employees will be paid in accordance with the following salary guide:

Year / Raise	Starting Salary	Step 1	Step 2	Step 3	Max Salary
2006 / 3.9%	33308.041	40062.68298	46108.71572	50523.5753	61812.57
2007 / 3.75%	34557.092	41565.03271	47837.79153	52418.20825	64130.54
2008 / 3.75%	35852.985	43123.72451	49631.71226	54383.89494	66535.44
2009 / 2.9%	36892.723	44374.31397	51071.03358	55961.02973	68464.97
2010 / 0%	36892.723	44374.31397	51071.03358	55961.02973	68464.97
2011 / 2.9%	37962.61	45661.1664	52552.09047	57583.89621	70450.45
2012 / 2.9%	39063.524	46985.33825	54076.09882	59253.82671	72493.51
X	53.885%	64.813%	74.5944%	81.736%	100%

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County Correction Sergeant

The above employees will be paid in accordance with the following salary guide:

Year	2006	2007	2008	2009	2010	2011	2012
Increase	3.9%	3.75%	3.75%	2.9%	\$2,500	2.9%	2.9%
Salary	68732.26	71309.72	73983.83	76129.37	78629.37	80909.62	83256

Section 2. Employees that were hired during any of the above calendar years shall receive a full incremental step on their anniversary date of employment and the annual increase effective pay period one until reaching maximum salary.

(a) The above raises shall apply to all members who have separated from employment since January 1st, 2006, on a pro-rated basis.

Section 3. Employees hired after the signing of this agreement shall not receive a raise and a step increase in the same year. Such employees will receive a starting salary in the first year of employment and as noted in the salary guide below, an incremental adjustment in the 3rd, 5th, 7th and 9th year of employment and whatever raises that are negotiated between the parties in the years that they do not receive an incremental adjustment increase. However, for the purposes of the salary guide below, these adjustments have been equalized over the first nine years of employment. Employees hired after the signing of this agreement will be paid in accordance with the salary guide below. It is understood and agreed that employees hired after the signing of this agreement shall advance, according to the guide below, on their anniversary date of employment.

Year	Salary	1 st Anniversary	2 nd Anniversary	3 rd Anniversary	4 th Anniversary	5 th Anniversary	6 th Anniversary	7 th Anniversary	Max Salary
2010	35000	39043	43153	47263	52058	56168	60278	64388	68464.97
2011	36105	40175.86	44405	48634	53568	57797	62026	66255	70450.45
2012	37152.47	41355	45692	50044	55121	59473	63825	68176	72493.51
XXXX	51.225%	57%	63%	69%	76%	82%	88%	94%	100%

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**ARTICLE IX
LONGEVITY**

Section 1. Longevity pay will be granted annually on or about December 15th in a separate check to all employees covered by this Agreement, with more than five (5) years of continuous full-time service on that date, as per the following schedule.

- (a) Five years of service 2% of annual pay \$700. Max.
- (b) Six years of service 3% of annual pay \$800. Max.
- (c) Seven years of service 4% of annual pay \$900. Max.
- (d) Ten years of service 5% of annual pay \$1,100. Max.
- (e) Fifteen years of service 6% of annual pay \$1,300. Max.
- (f) Twenty years of service 7% of annual pay \$1,500. Max.

Section 2. To receive longevity pay an employee must be in paying status as of July 1st of any year hereunder when longevity is to be paid. The date of payment shall be on or before December 15th. If any employee leaves the service of the County, in good standing, after July 1st, but prior to December 15th, such employee will receive longevity based on his or her length of service as of December 1st of the current year and pro-rated. If the employee leaves prior to July 1st, no longevity will be paid. The aforesaid percentages are payable each year of the Agreement.

**ARTICLE X
HOLIDAYS**

Section 1. The following holidays are recognized as paid holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Employee's Birthday, Labor Day, General Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Section 2. If a holiday falls within an employee's vacation, the employee is not charged for a vacation day and will be paid for the holiday. If an employee calls in sick on a holiday, the employee will be marked sick but not charged the sick day as long as a doctor's note is submitted within 48 hours after the sick day.

Section 3. It is expressly understood that there shall be only one day of celebration, the actual observed day.

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Section 4. Employees assigned a five (5) day a week (Monday-Friday) schedule will celebrate holidays which fall on Saturdays on the preceding Friday, those which fall on Sunday will celebrate the holiday on the following Monday. All other employees will celebrate the holiday on which it is observed.

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

Section 6. In addition to the above, each employee covered by the Agreement will receive forty-eight (48) personal hours annually, provided not less than seventy-two (72) hours notice is given by the employee to his or her supervisor to that fact. Personal days must be requested provided such request does not unreasonably interfere with the operation of the Department and such request is subject to the approval and authorization of the Warden or his designated representative in charge of the Department. If such days are not used during any given year, said employee will be compensated for the days not taken at his or her prevailing hourly rate of pay. Authorization for personal days requires the approval of the Warden or his designated representative in charge of the Department so that personal days do not unreasonably interfere with the operations of the Department. All accrued sick, vacation, compensatory, and personal days shall be reflected on the employee's pay stub.

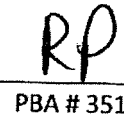
Section 7. Employees will have the option of taking compensatory time in lieu of cash payment for holiday pay.

Section 8. When an employee's birthday falls on another paid holiday, (e.g. Christmas, Thanksgiving) the employee will celebrate his/her birthday, for payroll purposes, the following day. Effective January 1, 1998, it will be entirely at the Warden's discretion whether an officer must work his/her birthday.

ARTICLE XI FRINGE BENEFITS

Section 1. All employees covered by this agreement will receive compensation for mileage of twenty-eight (\$.28) cents per mile when using their personal motor vehicle in conjunction with their employment duties provided such utilization has received prior approval from the warden or his designee.


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Section 2. If an employee is incapacitated and unable to work because of any injury or disease sustained in the performance of his duty, he shall be entitled to injury leave with full pay up to six (6) months from the date of disability, during the period in which he is unable to perform his duties. The County will continue to pay an employee covered by this section by regular paycheck, on the other hand, the insurance carrier will reimburse the County directly for the same. Injury-on-duty leave shall not be arbitrarily or unreasonably withheld. During this time, the employee's sick and vacation time shall continue to accumulate.

Section 3. Payment by voucher for college credits earned in job-related subjects will be made upon satisfactory completion of the course or courses and official documentation thereof. Transcripts are to be submitted prior to the end of the following semester. The County will pay twenty-five (\$25.00) dollars per credit hours as specified. The definition of a job-related subject is to be determined by the Warden.

Section 4.

(a) Existing Officers:

1. Effective January 1, 2010, The County shall provide a clothing allowance biannually half the first week in January and half the first week in July of each year to each Officer for an annual total of \$450, for the purchase of their uniforms. For the years 2006-2009, the annual total shall be \$350.00.
2. In addition to the annual clothing (purchase) allowance Officers shall continue to receive clothing allowance as specified in Article VII Section 8 of this agreement for uniform maintenance, which allowances may be utilized for the purchase of additional uniform gear.
3. Both the clothing (purchase) allowance and the uniform maintenance allowance specified in Article VII Section 8 shall be viewed as representing non-taxable reimbursements to the affected Officers if said allowances are supported by receipts. While officers are required to submit copies of all relevant receipts relating to the replacement, maintenance and upkeep of their uniforms to the designated County representative the transmittal of these receipts shall not be a condition precedent for receiving either the clothing (purchase) allowance or uniform maintenance allowance. If the relevant receipts total less than each payment the County, consistent with IRS regulations, shall adjust each affected Officer's withholding so as to

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I. Effective the signing of this agreement, employees with at least 10 years of service and 300 hours of sick leave accrued may, at their option, sell back up to 80 hours of sick time annually subject to the following guide:

Annual Sick Time Sell Back Guide

Sick Time Used in the year	Sell Back Rate
ZERO (0)	100%
1 to 3 days	75%
4-6 days	50%
7-9 days	25%

For payroll purposes and this section 3 (I.) ONLY, the year will commence on December 1st and end the following November 30th. Payment for annual unused sick time shall be paid in a separate within the month of December. For the purposes of annual sick time sell back only, use of FMLA or NJFMLA will count as sick days used for the purpose of computing sick days used.

Section 4. Effective January 1, 1997, employees who do not use sick time in any calendar quarter of the year shall earn one (1) additional vacation day for each quarter where there is no sick time used. Employees who use no sick time at all during any calendar year shall earn a total of five (5) additional vacation days for that year. Additional vacation days earned shall be credited to the employee's account as of January 1st of the following year pursuant to Article 16 Vacation. All vacation leave taken in that year shall be initially charged against their additional earned vacation leave, and then against earned vacation leave. 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 days or more. Additional vacation time earned must be used within two (2) years of its being credited or it will be lost.

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declare any portion of said payment that is not supported by receipts as a taxable event.

4. The County shall, however, continue to give out the bi-annual clothing allowance payments without the need to produce receipts at those times subject to the prescriptions of subsection (3).

5. As of September 15, 2004, any changes in the existing uniform style or additions to the quotas that the County directs shall be paid for by the County.

(b) Academy Officers:

1. The County will provide officers involved in Academy training with one half of their clothing allowance (\$700.00); for the purchase of uniform gear including, but not limited to, 4 pairs of pants, one basket-weave belt, 4 short sleeve shirts, 1 long sleeve shirt, 1 black tie, 1 hat, 1 hat cover, 1 sweater and one all weather coat with liner. Within one month of completing the Academy training these Officers shall receive the remainder of their allowance in the amount of \$700.00.

2. These "Academy Officers" shall be responsible for turning over all receipts, where applicable, to Special Services to justify the clothing allowance. These "Academy Officers" shall return any part of their \$1,400.00 allowance that they do not spend.

3. Officers affected in this Section will not receive another clothing maintenance check until after a minimum of 12 months has passed and in accordance with the schedule listed in 4(a) above.

4. If the County has an available uniform or uniforms (consisting, for example, of pants and both short sleeve and long sleeve shirts) the Academy officers shall accept this uniform gear and the County will be given a credit as against its \$1,400.00 clothing allowance obligation regarding new Academy Officers.

(c) The following will be the responsibility of all officers and the following quotas are to be maintained at a minimum.

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Four pairs of pants, one basket-weave belt, four short sleeve shirt, one all weather coat and liner, one sweater, one long sleeve shirt, one black tie, one hat, and one hat cover. The County at the County's expense shall supply one puncture proof vest separately.

(d) Miscellaneous items to be supplied by the County;

One breast badge, one hat badge, one C.C.D.C. (collar brass), two name-plates, one ID card and service bars, where applicable. Special Services shall be required to stock the aforementioned miscellaneous items to promptly provide the equipment at issue without any unnecessary delays.

(e) Periodic Inspections:

The parties have agreed that the County may designate a Superior Officer to conduct periodic inspections of officer's uniforms. If an Officer does not satisfy the uniform standards in the sole opinion of this Superior Officer, that Officer may be appropriately and progressively disciplined. These disciplinary actions will not be grievable. It is understood that this article has been agreed to by the PBA in return for the County not requiring an officer to forfeit the portion of that officer's clothing allowance that he/she might not have utilized during a particular year.

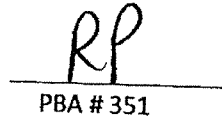
Section 5. Any employee on injury leave, resulting from injury on duty, shall continue to accrue sick leave and vacation credits while his name remains on the payroll.

Section 6. Each employee has the option to sell accumulated compensatory time to the County at the end of each quarter in any given year, provided such employee furnished the County with written notice exercising said option not less than two (2) weeks prior to the end of such quarter.

ARTICLE XII PERSONNEL REGULATIONS

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


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

Section 3. In addition to the aforesaid evaluation, each new employee will be evaluated every sixty (60) days during his probation period in accordance with the New Jersey Department of Personnel Rules and Regulations.

Section 4. When openings exist in the various job titles covered herein or in titles covered herein or in titles higher than same, qualifications for such various titles or promotions shall be written so as to consider comparable qualifications of all individuals employed in the Department wherever situated and in accordance with New Jersey Department of Personnel Classifications and Rules and Regulations.

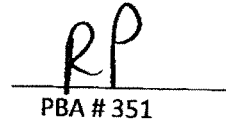
ARTICLE XIII SICK LEAVE WITH PAY

Section 1. Permanent and full-time employees in the County service will be entitled to the following sick leave of absence with pay:

(a) One (1) day sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. Part time permanent employees shall be entitled to sick leave on a pro-rated basis. If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean the absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his position, or exposure to a contagious disease, or attendance with an ill member of his/her family requiring the presence of the employee.

(b) If any employee is absent for three (3) consecutive working days for any of the aforesaid reasons, the County may require acceptable evidence on a prescribed form in accordance with Section 3, paragraph H below.


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(c) An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave aforesaid will notify his/her supervisor by telephone or personal message at least one hour prior to the beginning hour. Employees shall only be required to state their name and either "personal illness" or "caring for a family member" when calling out sick.

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

(e) The total years of service after permanent appointment of any employee in the classified title by New Jersey Department of Personnel shall be considered in computing accumulated sick leave due and available, and shall be granted and governed in accordance with prevailing New Jersey Department of Personnel Rules and Regulations during this Agreement.

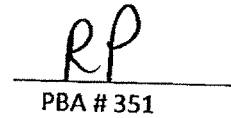
Section 2. Immediate family is defined as:

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

Section 3. Effective until December 31st, 2015, upon retirement or resignation, an employee may sell to the County his or her accumulated sick leave days, provided that said employee has worked for the County not less than ten (10) years. All accumulated sick leave will be paid to the estate of an employee who dies who meets the ten (10) years requirement. However, sick time accrual for purposes of sick time sell back at retirement shall end effective the signing of this agreement. Any future sick time accrued shall be eligible for sell back under the new "annual" sell back guide listed below.

- A. Employees, as of the date of the signing of this agreement, with more than 900 hours of sick time accrued shall have that time secured for payment at retirement regardless of date, unless used. Employees shall not be able to accrue any additional sick time above, which they have over the 900 hours.

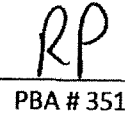

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Future sick time can be accrued for use or sell back under the new "annual" sell back guide listed below.

- B. Current employees with less than 900 hours and who retire after December 31st, 2015, shall be capped at no more than \$15,000 for unused sick time at time of retirement, regardless of date.
- C. Employees hired after the signing of this agreement will be unable to sell back any accrued sick time at retirement but would be eligible under the new "annual" sell back guide listed below.
- D. It is understood and agreed that employees who can no longer accrue sick time for sell back purposes will first exhaust the annual allotted sick time sick time earned after the signing of this agreement prior to utilizing any sick time accrued prior to the signing of this agreement.
- E. It is agreed and understood that no employee shall be subjected to discipline for utilizing their annual allotted sick leave or be required to present medical certification unless and until they use more than the annual allotted amount or there is evidence that the employee was not sick or not in attendance of a family member who was sick.
- F. Employees shall receive a counseling form after using their twelfth (12th) sick day and a letter of warning after using their fifteenth (15th) sick day. Both the counseling form and the letter of warning shall not be considered discipline, but considered a "training tool".
- G. The County or its designee shall not conduct home checks or phone checks on any employee until and unless the employee has exhausted their annual allotted sick leave or unless there is reason to believe the employee is not sick or not in attendance of a family member who is sick.
- H. If and when required as agreed to, medical certifications shall only include the name of the employee or the family member that care was provided for, the dates of illness the employee was or will be absent, and if sick time is used for personal illness, the wording "Able to return to work, full duty". All notes shall be signed not stamped. If sick time is used to care for a family member, the medical certificate shall only state that name of family member and dates that care was provided for the family member.


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ARTICLE XIV LEAVE OF ABSENCE

Section 1. New Jersey Department of Personnel - Leave of Absence for permanent employees shall be granted as provided in New Jersey Department of Personnel Statutes, Rules and Regulations except as otherwise set forth herein. Leaves will be given in accordance with the New Jersey FLA and FMLA.


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

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

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

- (a) Commanded to appear as a witness and not a party before a Court, legislative committee, or judicial or quasi-judicial body. Said employee may retain any stipend received for such appearance.
- (b) Performing emergency civilian duty in relation to National Defense or other emergency when so directed by the Governor of the State of New Jersey or the President of the United States.
- (c) Performing Honor Guard duties at the direction of the Warden.
- (d) When summoned to perform jury duty. When excused early, employees assigned to day shift will have one (1) hour to report to their shift commander in full uniform of the day and complete their assigned tour of duty. When excused early, employees assigned to the 4-12 shift or midnight shifts will report for duty at their regular starting time, but will leave early based on the number of hours served at jury duty.


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- (a) Fifty-six (56) hours in case of death of spouse, child, foster child, mother, or father.
- (b) Thirty-two (32) hours in case of brother or sister.
- (c) Twenty-four (24) hours in case of death of grandfather, grandmother, grandchildren, mother-in-law, or father-in-law.
- (d) Sixteen (16) hours in case of death of brother-in-law or sister-in-law.

ARTICLE XVI VACATIONS

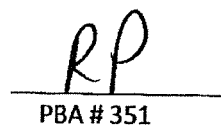
Section 1. Permanent full-time employees in the Department of Corrections will be entitled to the following annual vacation with pay:

(a) During the employees first year of employment, he/she will receive eight (8) hours per month of service. From the commencement of the second year, to the completion of the fifth year, ninety-six (96) hours. From the commencement of the sixth year, to the completion of the 12th year, one hundred twenty (120) hours. From the commencement of the 13th year to the completion of the 20th year, one hundred sixty (160) hours. From the commencement of the 21st year to the completion of the 25th year, one hundred eighty four (184) hours. From the commencement of the 26th year and thereafter, two hundred eight (208) hours. The commencement of any year will be the anniversary hire date of the individual employee for computation purpose. Temporary full time employees in the County service shall be entitled to vacation leave to the same extent such leave is provided for permanent employees. Permanent part-time employees shall receive vacation leave on a pro-rated basis in accordance with the above schedule; employees on a daily or seasonal basis are not eligible for vacation leave.

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

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


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

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

Section 6. A time off calendar will be posted in the Officers Dining Room 24 hours a day for all to see. The calendar will be updated with primary vacations three (3) times a year. At no time will more than two (2) weeks be granted off.

(a) From November 1st to November 30th, vacation time will be bid on by seniority for the ensuing year. Each employee will have the opportunity to request up to two (2) occurrences of vacation during this time period. However, collectively the two (2) requests cannot exceed eighty (80) hours. An occurrence will be defined as consecutive days taken with no days worked in between.

(b) This process will be repeated from March 1st to March 31st for remainder of the year. However, no more than forty (40) hours may be requested at this time.


(c) This process will be repeated from July 1st to July 31st for the remainder of the year. However, no more than forty (40) hours may be requested at this time.

(d) After all employees have bid on their primary vacation; employees may put in request for selective vacation and administrative days. Requests received prior to the 15th of the month will be granted by seniority. Requests received after the 15th will be granted on a first come first served basis. Medical certification will be required if sick time is used the immediate day prior to or immediate day after an approved vacation or personal day.

(e) Compensatory time shall be used within a one year period of its accrual. If said time is not used within that time period, one half of that time shall be scheduled off by management in the following six months.

A compensatory time off calendar will be posted in the Officers Dining Room 24 hours a day for all to see.


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Effective the signing of this agreement, up to 2 Officers and 1 Sergeant per shift, per unit, (this applies to the main jail, admissions and the administration), shall be granted any given day if they request comp time regardless of scheduled vacation or personal days, regardless of staffing levels. No employee would be able to use comp time on a holiday. This shall not affect the current number of employees who are permitted to use vacation or personal time as currently practiced: 3 Officers and 1 Sergeant during non-primary time and 4 Officers and 1 Sergeant during primary time.

There shall be no limit on the amount of comp time used by any employee so long as there is an open slot on the calendar and the employee has the time accrued.


Comp time will be bid for on a rotating basis. Requests will be accepted by the 15th of the month prior to the date(s) in the month requested. The list will be set up from senior employee down to junior employee. Requests will be granted for whoever is the highest on the list to the lowest on the list. Once compensatory time has been granted, the name of the employee will be moved to the bottom of the list.

(f) Requests received after the aforementioned deadlines will be granted on a first come first served bases.

**ARTICLE XVII
WORK RULES**

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


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**ARTICLE XVIII
SAFETY AND HEALTH**

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

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

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

Section 4. All officers assigned to one-man posts shall be supplied with handcuffs and O.C. spray.

**ARTICLE XIX
GRIEVANCES**

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

Section 2.

(a) The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of this Agreement, any County policy governing the Association, or any administrative decision affecting any member or members of the Association. However, all disciplinary matters will be handled under the present provisions of New Jersey Department of Personnel and Statutory Requirements and will not be processed under the grievance procedure.

(b) An aggrieved Party is any employee or group of employees who submit a grievance or on whose behalf it is submitted.

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

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

(b) Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and general the grievance and redress sought by the aggrieved party.

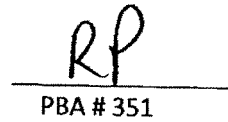
(c) The aggrieved of the Association shall institute action under the provisions hereof within fifteen (15) workdays after the event-giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the County Officials for the purpose of resolving the matter informally. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance.

(d) An employee or group of employees may submit a grievance which affects them personally and shall submit same to the Warden through the Association.

Section 4. Grievance Procedure

(a) The Warden shall respond in writing within ten (10) work days to each grievance received. If an aggrieved party is not satisfied with the response of the Warden, such aggrieved party may submit a copy of the grievance to the Camden County Labor Relations Committee. Or, if there is no response received from the Warden within the ten (10) working days the grievance is submitted, such aggrieved party may resort to his legal limits including, but not limited to, seeking relief from P.E.R.C. and/or filing an unfair labor practice.


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(b) The Camden County Labor Relations Committee, when applicable, or its designated representative shall, upon request, confer with the aggrieved parties with respect to grievance and shall deliver to them a written statement of the County's position concerning it no later than ten (10) work days after it is received.

Section 5. Rights of Employees

(a) Any aggrieved person may be represented at all formal steps of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association.

(b) If the employee is dissatisfied with the decision of the Camden County Labor Relations Committee the employee or Association may request the appointment of an arbitrator, with such request to be made known to the Warden no later than two (2) weeks after the Camden County Labor Relations Committee's decision is received by the employee or his representative.

(c) The County will provide legal defense for employees covered under this agreement in any action or legal proceeding arising out of the employee's performance of his/her duties other than for conduct contrary to County or Institutional policy, for defense in a disciplinary proceeding instituted against him/her by the County or for any criminal charges brought against the employee by any law enforcement or investigatory agency.

Section 6. Arbitration Procedure

(a) In the selection of an arbitrator, the parties will make a unilateral or joint request to the Public Employment Relations Commission and will be bound by the rules, regulations, and procedures of P.E.R.C. in the selection of an arbitrator.

(b) No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision of the Camden County Relations Committee. If the Association or the aggrieved elects to pursue legal remedies provided under the New Jersey Department of Personnel, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

(c) The costs of the service of the arbitrator shall be borne equally between the Association and the county. Any other expenses, including but not



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limited to the presentation of witnesses, shall be paid by the party incurring same.

(d) The arbitration will be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and of the United States, and be restricted to the application of the facts and issue submitted to him involved in the grievance and shall consider it and nothing else. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding upon the parties.

(e) The Camden County Labor Relations Committee, the Warden and the Aggrieved employee and his representative will receive copies of the arbitrator's written decision.

Section 7. Miscellaneous

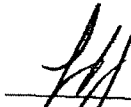
(a) The failure at any state of the aforesaid procedures to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next stage.


(b) The failure at any stage of the aforesaid procedures to appeal a grievance to the next stage within the specified time limits shall be deemed to be an acceptance of the decision rendered at that stage. (c) Employees will, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance shall have been fully determined.

ARTICLE XX RIGHTS OF AGENT

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

Section 2. The Association will have use of bulletin boards in the employees' lounges. Should the County object to any posting of materials, the Association agrees after being informed that it shall be removed. The County also agrees to


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supply a security-type plexiglass enclosed bulletin board for the aforementioned use.

Section 3. The PBA President shall be assigned to the day shift on a Monday through Friday schedule.

- (a) Union Release Time for the President – Attendance at Meetings. The President is granted full release time to conduct union business. The President shall submit to the Warden or designee his schedule for meetings and release time the 1st day of each month on a monthly basis.
- (b) The County of Camden will use its best effort to secure office space within the Correctional facility for the exclusive use of the PBA. The PBA shall pay all costs associated with furnishing this office.

ARTICLE XXI EQUAL TREATMENT


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

Section 2. The County and Union agree that all employees covered under this agreement have the right to form, join and assist any employee organization, or to refrain from any such activity. There shall be no discrimination by the County or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.


ARTICLE XXII MAINTENANCE OF OPERATIONS

Section 1. The Union hereby covenants and agrees that during the terms of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part from the full faithful, and proper performance of the employees duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the County. The Union agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slow-down, walkout, or job action, it is covenanted and agreed that participation in any such activity by a Union member



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may be deemed grounds for termination of employment of such employee or employees.

Section 3. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work-stoppage, slow-down, or other activity aforementioned, or supporting any such activity by any other employee or group of employees of the County, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring, about compliance with the Union order.

Section 4. Nothing contained in this Agreement shall be construed to limit to restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.


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

**ARTICLE XXIII
MANAGEMENT RIGHTS**

Section 1. The County of Camden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Law and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of foregoing, the following rights:

- (a) The executive management and administrative control of the County government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
- (b) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.


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- (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 lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be ineffective or nonproductive.
- (g) The County reserves the right with no regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.


Section 2. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the County, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms hereof are in conformance with the Constitutions and Laws of New Jersey and of the United States.

Section 3. Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities and authority under R. S. 40A, or any other national, state, county, or local laws or regulations.

ARTICLE XXIV FULLY BARGAINED AGREEMENT

Section 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of the bargainable issues which were or could have been the subject of negotiations during the term of the Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.


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**ARTICLE XXV
GENERAL PROVISIONS**

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

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

Section 3. The County agrees to pay one-half the expense of printing three hundred (300) copies of this contract, i.e., two hundred fifty (250) copies for distribution to members of the Association and fifty (50) copies for the County's and the Warden's administrative use. The maximum costs for such printing shall be one hundred seventy-five-dollars (\$175.00) for Contracts covering 2006 through 2012.

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

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

**ARTICLE XXVI
INSURANCE**

A. All employees will have the choice of enrolling in the Preferred Provider Organization (PPO) plan, or in the HMO/POS plan (See attached Appendix A for the PPO Plan and Appendix B for the HMO/POS Plan). Effective upon the signing of this agreement, the Traditional/Indemnity plan will not be an option. The Employer agrees that in the event that a dependent or a retiree resides for at least more than one month of the year in a location outside of the states of New Jersey, Delaware and the following 5 counties in Pennsylvania (Philadelphia, Chester, Bucks, Delaware and Montgomery), the Employer will enroll the dependent or retiree in the PPO plan with National Access to local providers in their residing area.

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Prescription Plan

B. Effective upon the signing of this agreement, the prescription co-pays shall be as follows:

RETAIL PHARMACY (1-MONTH SUPPLY)

Generic	Brand	Brand Non-Formulary
\$6	\$15	\$30

MAIL ORDER PHARMACY (3-MONTH SUPPLY)

Generic	Brand	Brand Non-Formulary
\$11	\$20	\$35

Employees and their dependents 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. 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 brand co-pay.

Provision for Premium Contribution

C. Effective July 1, 2010, all employees currently employed by Employer and those hired after the signing of the collective bargaining agreement between the parties, shall pay for their health benefits, through payroll deduction, either 1.75% of their base salary for the HMO/POS plan or 2.25% of their salary for the PPO plan. The aforesaid contribution shall include prescription coverage. These



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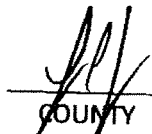
payments shall be made on a pre-tax basis pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Employer's regular payroll practices, over 24 pay periods. Employees opting out of health and/or prescription coverage shall not be subject to these premium contributions. The above premium contributions shall be considered inclusive of the statutory mandated 1.5% of salary which shall become effective on or around May 22nd, 2010.


Provisions for Retirement

D. Current 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 administrated retirement system, and employees retiring on an accidental disability pension, retiring prior to December 31, 2012 (last day of active service), shall continue to receive fully paid health and prescription drug benefits. Throughout retirement, these employees will continue to pay the same medical and prescription co-payments, deductibles and co-insurance that they paid as active employees at the time of their retirement.

Current 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 fifteen (15) years of service with Camden County and/or affiliated organizations or retiring on an ordinary disability pension, shall continue to receive health and prescription benefits subject to the following co-pays:

<u>YEARS WITH THE EMPLOYER</u>	<u>PERCENT OF PREMIUM</u>
10 years through 14 years (for disability retirement only)	30%
Under 15 years	Cobra coverage only
15 years up to 19 years	25%
20 years up to 24 years	15%
25 years or more	0% (if retired prior to 12/31/2012)


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Employees who retire with 20 years of service, regardless of age, shall continue to receive health and prescription benefits subject to the following co-pay:


More than 20 years but less than 25 years of service 15%

Employees who retire after December 31, 2012 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, shall contribute, based on the amount of their pension, one-half ($\frac{1}{2}$) of the percentage of salary contribution paid by active employees as well as the identical medical and prescription co-payments, deductibles and co-insurance paid by active employees, except that employees who retire after December 31, 2012, shall not have their co-payments for doctor visits or prescriptions increased by more than 10% in any three year period, subject to active employees agreeing to a higher co-pay, and their premium sharing is capped at an amount equal to 1.5% of an individual's pension payment. Employees hired after May 22, 2010 shall pay 1.5% of their pension amount. It is the retiree's responsibility to verify the pension amount when petitioning to impose the 1.5% limit. Retirees 65 or older who are eligible for Medicare shall pay the percentage of premium contribution in accordance with the above and the amount of the health and prescription drug programs applicable to Medicare eligible retirees to which they are enrolled.

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

All retirees, age sixty-five (65) or older, are required to enroll in Medicare Parts A & B. If you are receiving health benefits from the Employer through an HMO must enroll in the Medicare HMO plan, if available, no later than three (3) months after turning age sixty-five (65), and remain enrolled so long as the Medicare plan is equal to or better than the HMO being offered. Retirees may change their health care plan during the annual open enrollment period or if they relocate to an area which is not served by their current plan. The county shall reimburse the retiree the cost of said enrollment into Medicare Parts A & B. The retiree must remain on the county plan for secondary coverage.


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Provisions for Opt-Out

E. Any employee covered by the agreement may choose, in writing 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 another source.

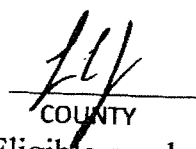
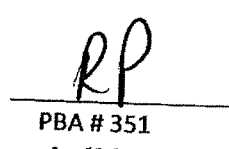
If two employees are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage from Camden County or any other Employer Agency listed below, the other may not participate in the opt-out program.

- Camden Employer Row Office
- Camden Employer Mosquito Commission
- Camden Employer Superintendent of Schools
- Camden Employer Prosecutor's Office
- Camden Employer Library System
- Camden Employer Municipal Utilities Authority
- Camden Employer Improvement Authority
- Camden Employer Pollution Control Authority
- Camden Employer Board of Elections
- Camden Employer Superintendent of Elections
- Camden Employer Health Services Center

Participation in the opt-out program means being paid the amounts listed below in lieu of insurance coverage.

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/partner's County plan, but not both. Dependent children must be covered under one plan only.

If the spouse's/partner's benefits are terminated (not voluntarily dropped), the employee and his/her dependants may enroll in any of the available Plans. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time unless there is a change of life event. Applications must be made

within thirty (30) days after the loss of coverage. 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 dependent coverage, the employee shall receive a monetary incentive as outlined below. An employee who files for opt out after May 22, 2010 shall receive an incentive equal to 25% of the savings to the County not to exceed \$5,000 in accordance with applicable State law.

The opt-out monthly amounts will be as follows:

Present amounts / New amounts for employees filing after May 22, 2010.

Change in Coverage Level	Medical Opt-Out Amount	RX Opt-Out Amount
From Family to No Coverage	\$415.83 / 356.35	\$174.33 / 130.25
From Family to Single Coverage	\$272.68 / 235.76	\$114.04 / 86.14
From Family to Parent/Child Coverage	\$173.70 / 142.90	\$71.71 / 52.54
From Family to Husband/Wife Coverage	\$107.89 / 103.11	\$60.29 / 37.69
From Parent/Child to Single Coverage	\$98.98 / 92.86	\$42.34 / 33.94
From Parent/Child to No Coverage	\$242.13 / 213.45	\$102.63 / 78.02
From Husband/Wife to Single Coverage	\$164.79 / 132.65	\$114.04 / 48.49
From Husband/Wife to No Coverage	\$307.94 / 253.24	\$174.33 / 92.57
From Single to No Coverage	\$143.16 / 120.59	\$60.29 / 44.08

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

The optional 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 eligible 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 re-enrollment is required.

Provisions for Medical Co-Payments

F. Effective upon signing of the agreement, all participants in the HMO/POS or the PPO plan shall be subject to a twenty dollar (\$20.00) co-pay for all visits to a primary care physician, a twenty-five dollar (\$25.00) co-pay for all specialist visits, and a two hundred dollar (\$200) hospitalization co-pay for any inpatient hospital admissions in accordance with the attached schedule of benefits (Appendix A & B).

Other Insurance Provisions

G. The Employer will provide each employee with disability insurance coverage provided by the State of New Jersey.

H. Employees will be responsible for any extra costs incurred by the Employer, if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the Insurance Division within 30 days of the event.

I. The Employer will continue to offer coverage in all plans for dependents up to the end of the year in which they turn age 19; if the dependent is a registered full-time student enrolled at an accredited institution, the dependent will be

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covered until the end of the month in which they turn age 23 for the HMO plan. PPO and Prescription Drug plans cover dependants up to end of year age 23 and regardless of student status. Subject to New Jersey statutory regulations (Chapter 375) and requirements, employees who are enrolled through any Employer medical or prescription plan may voluntarily opt to enroll their dependent in the ("Dependent to age 31") coverage for an additional premium which is billed directly to the employee by the insurance carrier. Dependents that are permanently disabled will remain covered during the life of the employee.

J. A "civil union partner" or "domestic partner" of an employee, as defined under New Jersey law, shall be considered as a spouse and eligible for all health and prescription and opt out benefits that would otherwise be provided to spouses by this Article.

K. Effective January 1, 2010, The Employer will pay or cause to be paid to the PBA Local 351 Health and Welfare Fund the sum of \$850.00 per annum per employee who is a member of the representative or for whom the representative is the bargaining agent. The union agrees to save and hold the Employer harmless for any liability arising out of or under the administration of the Health and Welfare Fund, and further agrees to make available to the Employer audits and/or reports dealing with the Fund by June 30th of each year. The County shall pay to the Association Four Hundred and Fifty Dollars (\$450.00) for years 2006-2009.

L. The Employer reserves the right to change carriers and/or add or remove specific plans so long that the Employer agrees to maintain substantially similar benefits to those in existence on January 1, 2009.

M. If an employee dies while in the employ of Camden County, the Employer shall pay all health and prescription drug benefits for his/her surviving spouse and dependents until:

- a. The spouse remarries;
- b. The dependents obtain coverage from another source;
- c. The dependents qualify for coverage provided by a State or Federal Government Agency;
- d. The dependents reach age nineteen (19) or if a student, age twenty three (23), as stated in Paragraph I in this Insurance Article.

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e. The dependent marries prior to age nineteen (19) or if a student, age twenty three (23), as stated in Paragraph I in this Insurance Article.

N. Should the County again offer a traditional indemnity plan of health benefits, the details of that plan shall be negotiated with the Union.

ARTICLE XXVII

Separation Pay based on Service Longevity

For the purpose of this article the following table shall be based on base salary at time of separation and utilized when determining separation pay:

Years of Employment	Severance Pay
One day to less than 5 yrs	\$0
More than 5 yrs but less than 10 yrs	1 month pay per year employed
More than 10 yrs but less than 15 yrs	1 years pay
More than 15 yrs but less than 20 yrs	1 ½ years pay
More than 20 yrs.	2 years pay

A. Should the County decide to exercise its managerial prerogatives in such fashion that the Dept. of Corrections should be abolished or ceases to operate as a county agency (including privatization) causing an employee to lose their job and be forced from an active contributing membership in the Police and Fire Retirement System or Public Employees Retirement System the following shall apply:

1. Each affected employee covered under this agreement shall be entitled to the above chart for severance payout purposes. This benefit shall be paid within 30 days after the employees last day of service.

B. Should the County decide to exercise its managerial prerogatives in such fashion that the Dept. of Corrections shall be reduced in force, causing an employee to lose their job for any reason or have titles changed or modified the following shall apply:

2. Each affected employee covered under this agreement

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shall be entitled to the above chart for severance payout purposes. This benefit shall be paid on the employees last day of service in said title.

C. Should an employee be affected by this clause, the applicable current contractual provisions for medical benefits shall apply.

**ARTICLE XXVIII
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect to and including December 31, 2012.

This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Camden, State of New Jersey, on this, the 23rd day of June 2010.

**CAMDEN COUNTY
BOARD OF
CHOSEN FREEHOLDERS**

P.B.A. LOCAL NO. 351

Robert Parker
President Robert Parker

[Signature]
Director of the Board

Peter J. Farlow
Peter J. Farlow

[Signature]
Clerk of the Board

[Signature]
County Administrator