

# **AGREEMENT**

**Between**

**CAMDEN COUNTY BOARD  
OF CHOSEN FREEHOLDERS**

**and**

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

**January 1, 2017  
Through  
December 31, 2021**

## TABLE OF CONTENTS

Preamble.....	1
Article I: Recognition.....	1
Article II: Check off.....	1
Article II-A: Agency Shop.....	2
Article III: Seniority.....	3
Article IV: Work Schedules.....	6
Article V: Overtime.....	7
Article VI: Call-In-Time.....	9
Article VII: Rates of Pay.....	10
Article VIII: Differential.....	13
Article IX: Longevity.....	14
Article X: Personal Days.....	14
Article XI: Fringe Benefits.....	15
Article XII: Personnel Regulations.....	17
Article XIII: Sick Leave with Pay.....	17
Article XIV: Leave of Absence.....	20
Article XV: Funeral Leave.....	22
Article XVI: Vacations and Compensatory Time.....	22
Article XVII: Work Rules.....	25
Article XVIII: Safety and Health.....	25
Article XIX: Grievances.....	26
Article XX: Rights of Agent.....	28
Article XXI: Equal Treatment.....	29
Article XXII: Maintenance of Operations.....	29
Article XXIII: Management Rights.....	30
Article XXIV: Fully Bargained Agreement.....	31
Article XXV: General Provisions.....	31
Article XXVI: Insurance.....	32
Article XXVII: Separation Pay based on Service Longevity.....	36
Article XXVIII: Duration of Agreement.....	37
Appendix A: Seniority Bid Charts .....	38



COUNTY



PBA # 351

## PREAMBLE

This Agreement entered into this day, the 3rd of May 2018, by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter called the "County" and the POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL # 351, hereinafter called the "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 the Police Benevolent Association Local # 351 as the sole bargaining agent for the County Correction Officers and the County Correction Sergeants 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 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.

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PBA # 351

**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 Public 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.

**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 rise 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.

  
COUNTY

  
PBA # 351

### 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) Officers shall have the choice of picking their shift and/or post pursuant to section 8 (2).
- (b) The charts attached to this Agreement as Appendix 1 are to be used for post and shift bids in 2019. 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.
- (c) During the post and shift bid process, all Officers, exclusive of appointed positions and Officers still in their working test period, shall bid on specific shifts and posts or shift bid only pursuant to Section 8 (2).

Post and shift bids shall remain in place following the procedure and available posts from the 2013 -2016 contract until December 31, 2018.

Effective for the post and shift bidding for 2019, the count of correction officers shall be multiplied by 35% to determine how many officers shall be able to bid for post. The number of officers shall be applied based on seniority to determine which officers can bid for post. The number of officers who shall be able to bid for post shall continue through the seniority list and skip officers who are appointed to positions. An additional 5% (For a total of the top 40%) of the officer count shall be able to bid for platoon. The number of officers shall be applied based on seniority to determine which officers can bid for platoon. The number of officers who shall be able to bid for platoon shall continue through the seniority list and skip officers who are appointed to positions.

- (d) Post and shift bids for Sergeants shall remain in place following the procedure and available posts from the 2013 -2016 contract until December 31, 2018. Effective 1/1/2019, the 8 most senior Sergeants, exclusive of appointed positions or Sergeants still in their working test period, shall be permitted to bid for shifts, according to seniority (time in title, or in the event that two or more Sergeants were promoted on the same day, the first tie breaker shall be the rank on the promotional list) on the biddable slots available to Sergeants.
- (e) 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.
- (f) For the purpose of training, officers can be reassigned at the discretion of the Shift Commander one day per week.
- (g) Officers can be removed from their post under the following conditions:

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PBA # 351

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; or if and when necessary to accomplish a tangible managerial need or operational objective. 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 at least seven (7) days in advance of any such deviation, whenever practicable, and an 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. The Local shall have the right to challenge the validity of any such deviation through the grievance process including, if necessary, arbitration; 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 the employee's names shall be found on the County resolution hiring them, based on their test scores. In the event that the employees have the same date of hire and the same test score, they shall have their seniority determined by a 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 semiannually per year.

Section 5.

(a) 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.

(b) Any biddable Sergeant position vacancy due to promotion, demotion, retirement, termination, or any re-assignment will cause a rebid from the point of vacancy.

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PBA # 351

(c) If an Officer or Sergeant vacates their bid to accept an appointed position or any temporary re-assignment, for a period longer than (3) weeks in a calendar year, that position will be subject to be rebid pursuant to Section 5(a).

Effective January 1, 2019, the provisions of section 5 shall no longer be operable.

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 15<sup>th</sup> of each year, the Warden shall designate which Officers and Sergeants are to be assigned to the non-biddable positions, as listed in Appendix 1.
2. Once those Officers and Sergeants are so assigned, the assignments shall become effective on the first day of the first pay period for the New Year. All other Officers and Sergeants not assigned to a non-biddable position shall be permitted to bid, according to seniority, Officers shall bid on their "shift and post assignments" and Sergeants shall bid on their "shift only", as listed in Appendix A. Effective for the bid process for 2019 and thereafter, 35% of Officers exclusive of appointed officers, shall be able to bid for post effective the October 2018 bid process for 2019 positions. All current bids shall remain effective for 2018. 40% of officers inclusive of the 35% post bids, yet exclusive of appointed officers, shall be able to bid for platoon effective the October 2018 bid process to select 2019 platoons as listed in Appendix 1. Sergeants shall be able to bid for platoon for the top eight most senior, as listed in Appendix 2. Effective 1/1/2019 Officers and Sergeants shall not be able to rebid position.
3. The bidding will take place between October 1<sup>st</sup> and November 1<sup>st</sup>. 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 for the New Year. The Warden will maintain a chart showing the available biddable positions, which shall list the hours of such assignments as well as the days off for those 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.

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PBA # 351

## 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.**

(a) The work schedule for a 2080 hour schedule will be based on a forty (40) hour work week, and an eight (8) hour day.

(b) The work schedule for a 2184 hour schedule will be based on 85.75 hours per 14 day period with bi-weekly work schedules, and twelve (12) hour days.

### **Section 4.**

(a) The work week shall commence at 12:01 a.m. Sunday and end at 12:00 Midnight Saturday for a 2080 Hour Schedule.

(b) The work week shall commence at 6:41pm Saturday and end at 6:40pm Saturday for a 2184 Hour Schedule.

**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. 12 Hour Shifts.**

(a) The parties agree to implement a 12 hour shift schedule on January 1, 2014 or as soon as reasonably practicable.

(b) The Section 207k FLSA exemption shall apply to those posts subject to 12 hour shifts upon implementation of the 12 hour shift schedule.

(c) Upon implementation of the 12 hour shift schedule, base salary rates shall be adjusted to incorporate the additional hours associated with the implementation of 12 hour shifts in accordance with the applicable 2184 Hours Salary guides set forth in Article VII.

(d) Upon implementation of the 12 hour shift schedule, sick leave and any unpaid leave shall not be included in "hours worked" for overtime.

(e) Upon implementation of the 12 hour shift schedule, vacation days, compensatory time and thirty six (36) hours of personal time per year will be included in "hours worked" for overtime for those subject to 12 hour shift schedules.



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(f) All unit employees will be subject to 12 hour shifts. Posts that are required to operate on eight hour shifts may continue. However, the parties agree that Officers/Sergeants in those posts shall be required at the discretion of the Warden to work a modified 12 hour shift schedule by assigning Officers/Sergeants to alternate posts and/or schedules for the remaining hours.

(g) The starting time(s) shall be 0640 hours to 1900 hours and 1840 hours to 0700 hours for Sergeants and 0645 hours to 1900 hours and 1845 hours to 0700 hours for Officers. The parties will meet as needed to negotiate any issues which may arise after implementation of the 12 hour schedule. The move to 12-hour shifts will not increase the employees allotted sick, vacation or personal time.

(h) In the event the 12 hour shift schedules are discontinued during the term of the contract, the parties shall revert back to the applicable (8) hour shift schedule and overtime language, including that all leave time will be considered hours worked for overtime.

(i) The provisions referenced herein shall only be applicable to Officers and Sergeants working in post assignments that are subject to the 12 hour schedule.

#### 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.** Subject to the provisions of Section 5(b) below, 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.

**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. This is exclusive of the Section 5(b) and shall be paid separately.

**Section 5.**

(a) Overtime shall be paid currently or not later than the second pay period after the overtime is performed for employees working a 2080 hour schedule.

(b) Overtime shall be paid after 86 hours worked in a 14 day period only for employees working a 2184 hour schedule.

**Section 6.** Subject to the provisions of Section 5(b) above, 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.**

(a) All Unit members, including Program staff, Academy staff, Maintenance and Administration staff, will be in the rotation for overtime. Selection will be determined by the tag rotation board. All will be in the rotation for overtime in the Main Jail. 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 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.

(b) 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. Overtime tag rotation will only occur when overtime is performed in the Main Jail, Programs or the Admissions department. Hospital and Clinic details will be considered operations of the Main Jail.

(c) No Officer/Sergeant 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.

(d) The Association President shall meet with the Warden monthly to review the overtime calling and to verify the procedure and overtime assignments.

**Section 8.** 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/her work schedule or regular day off schedule changed at any time for the purpose of avoiding payment of overtime.

**Section 10.** Effective on or about the ratification of the agreement, Early Reporting and/or Late Relief shall be limited to Officers and Sergeants who are required to attend a line up before each shift:

2080 hour work schedule:

- (a) Officers shall receive 15 minutes per day worked at time and one-half for late relief.
- (b) Sergeants shall receive 20 minutes per day worked at time and one-half for late relief.
- (c) Late relief and early reporting mean the same.

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PBA # 351

(d) 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.

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

2184 hour work schedule:

Officers (0.25 hours) and Sergeants (0.30 hours) will have Early Reporting time count towards hours worked, at straight time, until reaching the required 86hours worked in a 14 day period, then time and one half will be paid.

**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.

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PBA # 351

**ARTICLE VII  
RATES OF PAY**

**Section 1. Wages.** The County shall pay all Correction Officers and Correction Sergeants pursuant to the outlined salary guides below the following salary increases effective January 1, 2017 and through December 31, 2021 as listed in the salary guides below.

**County Correction Officers**

**8 Hour Employees (2080 hours )  
Hired Prior to 1/1/2014**

Year	2016	2017	2018	2019	2020	2021
Entry	\$38,878.93	\$38,878.93	\$38,878.93	\$38,878.93	\$38,878.93	\$38,878.93
1	\$43,916.49	\$43,916.49	\$43,916.49	\$43,916.49	\$43,916.49	\$43,916.49
2	\$48,521.99	\$48,521.99	\$48,521.99	\$48,521.99	\$48,521.99	\$48,521.99
3	\$53,144.28	\$53,144.28	\$53,144.28	\$53,144.28	\$53,144.28	\$53,144.28
4	\$58,536.32	\$58,536.32	\$58,536.32	\$58,536.32	\$58,536.32	\$58,536.32
5	\$63,156.82	\$63,156.82	\$63,156.82	\$63,156.82	\$63,156.82	\$63,156.82
6	\$67,780.00	\$67,780.00	\$67,780.00	\$67,780.00	\$67,780.00	\$67,780.00
7	\$72,400.40	\$72,400.40	\$72,400.40	\$72,400.40	\$72,400.40	\$72,400.40
8	\$76,933.51	\$76,933.51	\$76,933.51	\$76,933.51	\$76,933.51	\$76,933.51
9	\$78,443.81	\$78,443.81	\$78,443.81	\$78,443.81	\$78,443.81	\$78,443.81
10	\$79,620.47	\$79,620.47	\$79,620.47	\$79,620.47	\$79,620.47	\$79,620.47
11	\$80,814.78	\$80,814.78	\$80,814.78	\$80,814.78	\$80,814.78	\$80,814.78
Max	\$81,824.51	\$83,556.46	\$85,227.59	\$86,932.14	\$88,670.78	\$90,444.20

- a) All Employees hired prior to 1/1/2014 will be subject to this guide.
- b) All Officers who are at Top Step or Step 8 as of 12/31/2013 will automatically be moved to Max Step on 1/1/2014.

**8 Hour Employee (2080 Hours)  
Hired after to 12/31/2013**

Year	2016	2017	2018	2019	2020	2021
entry	\$37,152.47	\$37,152.47	\$37,152.47	\$37,152.47	\$37,152.47	\$37,152.47
1	\$41,355.00	\$41,355.00	\$41,355.00	\$41,355.00	\$41,355.00	\$41,355.00
2	\$45,692.00	\$45,692.00	\$45,692.00	\$45,692.00	\$45,692.00	\$45,692.00
3	\$50,044.00	\$50,044.00	\$50,044.00	\$50,044.00	\$50,044.00	\$50,044.00
4	\$55,121.00	\$55,121.00	\$55,121.00	\$55,121.00	\$55,121.00	\$55,121.00
5	\$59,473.00	\$59,473.00	\$59,473.00	\$59,473.00	\$59,473.00	\$59,473.00
6	\$63,825.00	\$63,825.00	\$63,825.00	\$63,825.00	\$63,825.00	\$63,825.00
7	\$68,176.00	\$68,176.00	\$68,176.00	\$68,176.00	\$68,176.00	\$68,176.00
8	\$76,993.51	\$76,993.51	\$76,993.51	\$76,993.51	\$76,993.51	\$76,993.51
9	\$78,533.38	\$78,533.38	\$78,533.38	\$78,533.38	\$78,533.38	\$78,533.38
10	\$79,711.38	\$79,711.38	\$79,711.38	\$79,711.38	\$79,711.38	\$79,711.38
11	\$80,907.05	\$80,907.05	\$80,907.05	\$80,907.05	\$80,907.05	\$80,907.05
max	\$81,824.51	\$83,556.46	\$85,227.59	\$86,932.14	\$88,670.78	\$90,444.20

**12 Hour Employee (2184 Hours)  
Hired Prior to 1/1/2014**

Top Increase		2%	2%	2%	2%	2%
Year	2016	2017	2018	2019	2020	2021
entry	\$40,822.00	\$40,822.00	\$40,822.00	\$40,822.00	\$40,822.00	\$40,822.00
1	\$46,112.00	\$46,112.00	\$46,112.00	\$46,112.00	\$46,112.00	\$46,112.00
2	\$50,948.00	\$50,948.00	\$50,948.00	\$50,948.00	\$50,948.00	\$50,948.00
3	\$55,801.00	\$55,801.00	\$55,801.00	\$55,801.00	\$55,801.00	\$55,801.00
4	\$61,463.00	\$61,463.00	\$61,463.00	\$61,463.00	\$61,463.00	\$61,463.00
5	\$66,314.00	\$66,314.00	\$66,314.00	\$66,314.00	\$66,314.00	\$66,314.00
6	\$71,169.00	\$71,169.00	\$71,169.00	\$71,169.00	\$71,169.00	\$71,169.00
7	\$76,020.00	\$76,020.00	\$76,020.00	\$76,020.00	\$76,020.00	\$76,020.00
8	\$80,843.00	\$80,843.00	\$80,843.00	\$80,843.00	\$80,843.00	\$80,843.00
9	\$82,460.00	\$82,460.00	\$82,460.00	\$82,460.00	\$82,460.00	\$82,460.00
10	\$83,696.00	\$83,696.00	\$83,696.00	\$83,696.00	\$83,696.00	\$83,696.00
11	\$84,952.00	\$84,952.00	\$84,952.00	\$84,952.00	\$84,952.00	\$84,952.00
max	\$86,014.00	\$87,734.28	\$89,488.97	\$91,278.74	\$93,104.32	\$94,966.41

- a) Employees hired prior to 1/1/2014 will be subject to this guide.
- b) All Officers who were at Top Step or Step 8 as of 12/31/2013 will automatically be moved to Max Step on 1/1/2014.

### 12 Hour Employees (2184 Hours) Hired after to 12/31/2013

Top Increase		2%	2%	2%	2%	2%
Year	2016	2017	2018	2019	2020	2021
entry	\$39,010.09	\$39,010.09	\$39,010.09	\$39,010.09	\$39,010.09	\$39,010.09
1	\$43,422.75	\$43,422.75	\$43,422.75	\$43,422.75	\$43,422.75	\$43,422.75
2	\$47,976.60	\$47,976.60	\$47,976.60	\$47,976.60	\$47,976.60	\$47,976.60
3	\$52,546.20	\$52,546.20	\$52,546.20	\$52,546.20	\$52,546.20	\$52,546.20
4	\$57,877.05	\$57,877.05	\$57,877.05	\$57,877.05	\$57,877.05	\$57,877.05
5	\$62,446.65	\$62,446.65	\$62,446.65	\$62,446.65	\$62,446.65	\$62,446.65
6	\$67,016.25	\$67,016.25	\$67,016.25	\$67,016.25	\$67,016.25	\$67,016.25
7	\$71,584.80	\$71,584.80	\$71,584.80	\$71,584.80	\$71,584.80	\$71,584.80
8	\$80,843.19	\$80,843.19	\$80,843.19	\$80,843.19	\$80,843.19	\$80,843.19
9	\$82,460.05	\$82,460.05	\$82,460.05	\$82,460.05	\$82,460.05	\$82,460.05
10	\$83,696.95	\$83,696.95	\$83,696.95	\$83,696.95	\$83,696.95	\$83,696.95
11	\$84,952.40	\$84,952.40	\$84,952.40	\$84,952.40	\$84,952.40	\$84,952.40
Max	\$86,014.00	\$87,734.28	\$89,488.97	\$91,278.74	\$93,104.32	\$94,966.41

### County Correction Sergeant

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

#### 8 Hour Schedule Sgt.

Increase		2%	2%	2%	2%	2%
Year	2016	2017	2018	2019	2020	2021
Salary	\$93,275.43	\$95,140.94	\$97,043.76	\$98,984.63	\$100,964.30	\$102,983.60

#### 12 Hour Schedule

Increase		2%	2%	2%	2%	2%
Year	2016	2017	2018	2019	2020	2021
Salary	\$97,939.20	\$99,897.98	\$101,895.90	\$103,933.90	\$106,012.50	\$108,132.80

**Section 2.** Employees that were hired prior to June 23, 2010, shall receive a full incremental step on their anniversary date of employment and the annual increase effective pay period one until

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PBA # 351

**Section 2.** Employees that were hired prior to June 23, 2010, shall receive a full incremental step on their anniversary date of employment and the annual increase effective pay period one until reaching maximum salary. The above raises shall apply to all members who have separated from employment since January 1<sup>st</sup>, 2013, on a pro-rated basis.

**Section 3.** Employees hired after June 23, 2010, shall not receive a raise and a step increase in the same year and will be paid in accordance with the salary guide above. It is understood and agreed that employees hired after June 23, 2010 shall advance, according to the guide above, on their anniversary date of employment.

**Section 4.** The salaries authorized under this agreement shall be interpreted as being exclusive of any longevity pay authorized pursuant to the statute.

**Section 5.** An employee who performs work in a higher classification other than his own shall receive higher pay for such work from the first day of work in the higher classification. Payment for anytime so worked will be made semi-annually in pay periods thirteen and twenty-six.

**Section 6.** An employee shall be paid at the rate of pay for his own classification performing work in lower paid classification.

**Section 7.** During the term of this agreement, the above salaries shall not be reduced unless by the mutual consent of the parties to this Agreement.

**Section 8.** When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by his old title) from one class of title to another having a higher salary, then his salary shall be adjusted to receive the lowest rate of any employee holding that title, to which the promoted or reclassified employee is raised. However, in no event shall such an employee's salary be less than that which he received in his prior title.

**Section 9.** All employees, except as otherwise provided in this section, shall receive a clothing allowance in the amount of seven hundred and seventy-five dollars (\$775.00) per year. This rate is to be prorated on the actual number of weeks employed during the year.

#### ARTICLE VIII DIFFERENTIAL

**Section 1.** There will be a shift differential of six-percent (6%) for those employees working the 1600-2400 shift and an eight percent (8%) differential for those employees working the 2400-0800 shift.

**Section 2.** Effective upon implementation of the 12 hour shifts, the night shift shall be entitled to a 5% shift differential. In the event an alternate shift is implemented under the 12 hour schedule, all night shift hours worked during the scheduled shift shall receive the differential. This shall replace all existing language associated with shift differential upon implementation of the 12 hour shift. In the event the 12 hour shifts are discontinued during the term of the contract the

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COUNTY

PL  
PBA # 351

parties shall revert back to the applicable eight (8) hour shift schedule differential in Section 1 of this Article.

## 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: Pay \$700.00 Max.
- (b) Six years of service: Pay \$800.00 Max.
- (c) Seven years of service: Pay \$900.00 Max.
- (d) Ten years of service: Pay \$1,100.00 Max.
- (e) Fifteen years of service: Pay \$1,300.00 Max.
- (f) Twenty years of service: Pay \$1,500.00 Max.

For purposes of this Section, the term "continuous" shall include employees who have been recalled after being laid off.

**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 amounts are payable each year of the Agreement.

**Section 3.** Employees hired on or after January 1, 2014 shall not be eligible for longevity pay.

## ARTICLE X PERSONAL DAYS

**Section 1.**

(a) 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.



JA  
COUNTY

PL  
PBA # 351

(b) Four (4) personal days per year will be included in "hours worked" for overtime for employees remaining on (8) hour shifts following the implementation of the 12 hour shift schedule. Thirty six (36) hours of personal time per year will be included in "hours worked" for overtime for those subject to 12 hour shift schedules. In the event that the 12 hour shift schedule is discontinued during the term of this agreement, then all personal leave shall be considered "hours worked" for overtime purposes.

## 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.

**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 pay check, 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/Sergeants:

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/Sergeant for an annual total of \$ 450.00, for the purchase of their uniforms.

2. In addition to the annual clothing purchase allowance, Officers/Sergeants shall continue to receive clothing allowance as specified in Article VII Section 9 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 9 shall be viewed as representing non-taxable reimbursements to the affected Officers/Sergeants 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

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PL  
PBA # 351

regulations, shall adjust each affected Officer's/Sergeant's withholding so as to 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, four (4) pairs of pants, one (1) basket-weave belt, four (4) short sleeve shirts, one (1) long sleeve shirt, one (1) black tie, one (1) hat, one (1) hat cover, and one (1) 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/Sergeants and the following quotas are to be maintained at a minimum: Four (4) pairs of pants, one (1) basket-weave belt, four (4) short sleeve shirt, one (1) all-weather coat and liner, one (1) long sleeve shirt, one (1) black tie, one (1) hat, and one (1) hat cover. The County at the County's expense shall supply one (1) puncture proof vest separately.

(d) Miscellaneous items to be supplied by the County: One (1) breast badge, one (1) hat badge, one (1) C.C.D.C. (collar brass), two (2) name-plates, one (1) 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/Sergeant's uniforms. If an Officer/Sergeant does not satisfy the uniform standards in the sole opinion of this Superior Officer, that Officer/Sergeant 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

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PBA # 351

for the County not requiring an Officer/Sergeant 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.

**Section 7.** The County agrees to provide necessary equipment for the Emergency Tactical Unit during the contract term.

## 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.

**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 employees working a 2080 hour work schedule and ten (10) days sick leave with pay for employees working a 2184 hour work schedule for each calendar year thereafter. 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

  
COUNTY

  
PBA # 351

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 with only the following information to be included in the note:

1. The name of the employee or the name of the family member that care was provided for.
2. The dates of illness the employee was or will be absent or the dates that care was provided for a family member.
3. The note, if for personal illness, shall contain the wording "Able to return to work, full duty." If sick time is used to care for a family member, the medical certificate shall only state the name of the family member and dates of illness that care was provided for family member by the employee.
4. The note shall be signed, not stamped.

(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 (1) 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.

(f) Effective upon implementation of the 12 hour shift schedule, sick leave and any unpaid leave time shall not be included in "hours worked" for overtime. In the event that the 12 hour shift schedule is discontinued during the term of this agreement, then this time shall be considered hours worked for overtime purposes.

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, Civil Union Partner and Domestic Partner.
- (e) Children, Foster Children or Grandchildren of the employee.
- (f) Grandmother and Grandfather.

Section 3. Effective until December 31, 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

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PBA # 351

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 June 23, 2010, unless specified below. Any future sick time accrued shall be eligible for sell back under the new "annual" sell back guide listed below. The following specific provisions apply:

- (a) Employees, as of June 23, 2010, 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. Future sick time can be accrued for use or sell back under the new "annual" sell back guide listed below.
- (b) Employees hired on or before June 23, 2010, with less than 900 hours and who may retire after December 31, 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 June 23, 2010 and before January 1, 2014, 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 agreed and understood that employees who can no longer accrue sick time for sell back purposes will first exhaust the annual allotted sick time earned after June 23, 2010 prior to utilizing any sick time accrued prior to June 23, 2010.
- (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 on a 2080 hour schedule shall receive a counseling form after using their twelfth (12<sup>th</sup>) sick day and a letter of warning after using their fifteenth (15<sup>th</sup>) sick day. Employees on a 2184 hour schedule shall receive a counseling form after using their (9<sup>th</sup>) sick day and a letter of warning after using their (10<sup>th</sup>) 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 the County has reason to believe that an employee is feigning an illness or not providing care to an ill family member. These beliefs must be documented on a General Incident report containing the reasons for the belief.
- (h) Medical certifications: If and when required as agreed to, shall only include the name of the employee or the family member that was ill, the dates of illness or the dates that care was provided for a family member, 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.
- (i) Effective June 23, 2010, 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:

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PBA # 351

**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 1<sup>st</sup> and end the following November 30<sup>th</sup>. Payment for annual unused sick time shall be paid in a separate check 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.

(j) Employees hired on or after January 1, 2014 are not eligible for annual or retirement sick time sell back.

**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 XVI Vacations.

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.

**Section 5.** All qualifying leave pursuant to NJFLA and FMLA shall run concurrently to any leave taken under this Article.

**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

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COUNTY

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PBA # 351

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 for 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 P1 shift, P2 shift 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.

**Section 5. Return -** Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the existing rate of pay, with no loss of seniority and no loss of other employee's rights, privileges, or benefits.

**Section 6. Official Duties -** Officers of the Association will be given leaves of absence with pay to perform official duties of the Association subject to the following:

(a) Provided such activities relate to employment.

(b) Provided the Warden is given not less than five (5) days notice of such intended leave, if possible. If less than five (5) days notice is given, it shall be necessary for the Association to show that five (5) days could not be given.

(c) Provided the names of shop stewards are contained on the list furnished by the Association to the Warden.

(d) Excused Association Officers not to exceed five (5) in number.

(e) Provided such leave does not unreasonably interfere with the work performance and efficiency of the Department.

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COUNTY

PBA # 351

Section 7. Maternity Leave - A request for leave will be made in writing, no later than the third (3rd) month. Except for reasons of health or inability to perform her job, the pregnant employee will be permitted to work provided the attending physician approves and so advises in writing. Such employee will be granted earned and accumulated sick leave during the time prior to the expected birth. Additional time beyond the one month period will be granted upon presentation of a doctor's certificate setting the necessity thereof.

**ARTICLE XV  
FUNERAL LEAVE**

Section 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay but in no event to exceed the number of consecutive working days noted below, one of which shall be the day of death or the day of funeral:

(a) In case of death of spouse, child, foster child, step-child, mother, father, step-parent, civil union partner or domestic partner:

- 1. For employees on a 2080 hour schedule: Fifty-six (56) hours.
- 2. For employees on a 2184 hour schedule: Sixty (60) hours.

(b) In case of death of brother, sister or step-sibling:

- 1. For employees on a 2080 hour schedule: Thirty-two (32) hours.
- 2. For employees on a 2184 hour schedule: Thirty-six (36) hours.

(c) In case of death of grandfather, grandmother, grandchildren, mother-in-law or father-in-law:

- 1. For employees on a 2080 hour schedule: Twenty-four (24) hours.
- 2. For employees on a 2184 hour schedule: Twenty-four (24) hours.

(d) In case of death of brother-in-law or sister-in-law:

- 1. For employees on a 2080 hour schedule: Sixteen (16) hours.
- 2. For employees on a 2184 hour schedule: Twenty-four (24) hours.

**ARTICLE XVI  
VACATIONS &  
COMPENSATORY TIME**

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.



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PBA # 351

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.

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.

(a) Vacation time cannot be used for sick time without the express written consent of the employee.

(b) Vacation time will be included in "hours worked" for overtime following the implementation of a 12-hour shift schedule.

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 for employees on a 2080 hour work schedule and seventy-two (72) hours for employees on a 2184 hour work schedule. 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 for employees on a 2080 hour work schedule and no more than forty-eight (48) hours for employees on a 2184 hour work schedule 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 for employees on a 2080 hour work schedule and no more than forty-eight (48) hours for employees on a 2184 hour work schedule 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.

(e) For employees working a 2080 hour schedule or a 2184 hour schedule, A1, A2, P1, and P2 platoons, the amount of staff that shall be allotted off per platoon per day for Officers shall be

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PBA # 351

five (5) Officers per 12 hour shift, two (2) shifts per day in the calendar year 2015 only. The calendar year 2016 will be determined by the Warden or his designee. This will be calculated after completion of the Officer shift and post bid selection process and prior to November 1<sup>st</sup> of each year. Sergeants shall be allotted no more than (1) Sergeant off per platoon per day. Admissions, Administration and Program Units shall be allotted no more than (1) Officer and (1) Sergeant off per platoon per day. 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.

(g) Compensatory time shall be used in the year it is earned, but may be carried into the following calendar year if the demands of the operations as determined by management preclude utilization where the time will be used, scheduled by the management, or paid. This shall not include time that was accumulated on or before December 31, 2013.

1. A compensatory time off calendar will be posted in the Officers Dining Room 24 hours a day for all to see.
2. Effective June 23, 2010, up to 2 Officers and 1 Sergeant per shift in the Main Jail, shall be granted any given day if they request comp time regardless of scheduled vacation or personal days, regardless of staffing levels for employees working a 2080 hour schedule. For employees working a 2184 hour schedule, A1, A2, P1, and P2 platoons shall be allotted no more than (2) Officers and (1) Sergeant off per platoon per day. Admissions, Administration and Program Units shall be allotted no more than (1) Officer and (1) Sergeant off per platoon per day. This shall not affect the current number of employees who are permitted to use vacation or personal time as determined in Article XVI, Section 6(e).
3. 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.
4. Comp time will be bid for on a rotating basis. Requests will be accepted by the 15<sup>th</sup> 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.
5. Compensatory time will be included in "hours worked" for overtime.

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

Section 7. When the Board of Chosen Frecholders declare, by formal action, a day off for all County employees, those employees which are required to work such a 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.

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COUNTY

PL  
PBA # 351

## 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 its supervisor will brief each shift.

**Section 2.** All disciplinary action is subject to Civil Service Regulation, and all disciplinary notices will be provided to the employee and Union.

**Section 3.** The County agrees to restore the work stations in each of the outside corridors adjacent to the inmate housing unit and control booth, not to exceed five (5) areas.

## 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-officer posts shall be supplied with handcuffs and O.C. spray.

  
COUNTY

  
PBA # 351

## 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 generally describe the basis of 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) working days 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) working 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

BA  
COUNTY

PC  
PBA # 351

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.

(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) working 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 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.

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COUNTY

PL  
PBA # 351

**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 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 1<sup>st</sup> day of each month on a monthly basis.

For the remainder of 2018, the union president will be permitted release time to conduct union business Monday through Friday between the hours of 0700 – 1000 a.m., unless an emergent situation ensues by which the shift commander may determine the need to pull the correction officer.

If there is overtime required in the correctional facility, Monday through Friday between the hours of 1000-1500 p.m., the union president will be assigned to the correctional facility. If there is no need for overtime, the union president would be permitted to remain in the union office.

Effective 1/1/2019, Union Release Time for the President – Attendance at Meetings. The President is granted release time with pay to conduct union business and official duties of office not to exceed 200 hours annually. Then following exclusions shall not count against the 200-hour cap:

AA  
COUNTY

PC  
PBA # 351

1. Contract Negotiations;
2. Appearances at grievance hearings as a representative or witness;
3. Appearances at hearings if representing or appearing as a witness;
4. Statutory convention leave; and
5. Attendance at PBA 351 monthly meetings.

The President shall submit to the Warden or designee his schedule for meetings and release time the 1<sup>st</sup> 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. Effective January 1, 2014, the County shall be responsible to replace or repair any PBA property lost or damaged as a result of the County's action or inaction.

(c) In accordance with the current practice, the PBA President shall not count towards the maximum number of Officers permitted off during any shift. All time off requests of the PBA President shall be subject to the approval of the Warden.

#### 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 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



COUNTY



PBA # 351

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 or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

**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.

(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.



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PC  
PBA # 351

**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.

#### **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 2017 through 2021.

**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.



COUNTY



PBA # 351

## ARTICLE XXVI INSURANCE

A. Employees shall maintain the benefit options set forth in the prior agreement which expired on December 31, 2016. Effective January 1, 2019, all employees, and employees retiring during the contract term shall be enrolled in the 20/30 plan. Employees may opt into greater coverage offered by the County, but are responsible for the cost difference. All employees, and employees retiring during the contract term shall be subject to the premium sharing obligations of Chapter 78 and the copays established under the available NJ State Health Benefits Plans. Said retirees and their dependents that are required to enroll in Medicare shall also be covered by the plans offered under the NJ State Health Benefits Plan as a supplement to Medicare subject to any applicable premium sharing requirement. All other terms not inconsistent with this language shall remain effective for the term of the agreement. All employees will have the choice of enrolling in the Preferred Provider Organization (PPO) plan, or in the HMO/POS plan. 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 five (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.

### Prescription Plan

B. Effective January 1, 2013, all employees, and employees retiring during the contract term shall be subject to the premium sharing obligations of Chapter 78 and the copayments established under the available NJ State Health Benefits Plans.

### Provision for Premium Contribution

C. Effective January 1, 2013, all employees, and employees retiring during the contract term shall be subject to the premium sharing obligations of Chapter 78 and the copays established under the available NJ State Health Benefits Plans. These 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.

### 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:

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COUNTY

PL  
PBA # 351

<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	Amount determined in accordance with Section 39 of P.L. 2011, Chapter 78 (if retiring effective 1/1/2013 or thereafter).

Employees who retire after December 31, 2012 shall pay the identical medical and prescription co-payments, and deductibles they paid as active employees in the same plan. Employees who retire after December 31, 2012 and had 20 or more years of pension service credit as of June 28, 2011, will pay a maximum of 1.5% of their pensionable salary towards their medical insurance. Employees who retire after December 31, 2012 and had less than 20 years of pension service credit as of June 28, 2011, will pay the amount required under Chapter 78 or the amount required under the contract, whichever is greater, towards their medical insurance. 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.

The amount payable by a retiree pursuant to this Article shall not under any circumstances be less than the 1.5 percent of the monthly retirement allowance, including any future cost of living adjustments thereto, that is provided for such a retiree, if applicable to that retiree, under subsection b. of N.J.S.A. 40A:10-23. A retiree who pays the contribution required pursuant to this Article shall not also be required to pay the contribution of 1.5 percent of the monthly retirement allowance under subsection b. of N.J.S.A. 40A:10-23, as per NJSA 40A:10-21.1.

All retirees and eligible spouses of retirees, age sixty-five (65) or older, who are receiving benefits through the Camden County Department of Corrections, are required to enroll in Medicare Parts A & B within three (3) months of becoming eligible for Medicare. Retirees may change their health care plan during the annual open enrollment period, if available, 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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PBA # 351

**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 sum set by the County, pursuant to N.J.S.A. 40A: 10-17.1, 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 dependents 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 in accordance with the requirements of the NJ SHBP, the employee shall receive a monetary incentive, as per N.J.S.A. 40A:10-17.1, equal to the lesser of 25% of the Annual Health insurance premiums waived or \$5,000.00. These payments shall be made by the County to the employee in equal installments on a monthly basis.

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 dependent status and current health insurance coverage.

Annual re-enrollment is required.

Provisions for Medical Co-Payments

F. Employees shall be subject to all dollar co-payment requirements as set forth in the plans offered by the New Jersey State Health Benefits Program or a substantially similar plan as determined by the County.

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 26; 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, prescription and opt out benefits that would otherwise be provided to spouses by this Article.

K. Effective January 1, 2010, The County shall 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 30<sup>th</sup> of each year.

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COUNTY

PBA # 351

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. The County will provide reasonable notice and sufficient information as to the details of the plans.

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 twenty-six (26), as stated in Paragraph I in this insurance Article.
- e. The dependent marries prior to age twenty-six (26), as stated in Paragraph I in this Insurance Article.

**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, 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.

AA COUNTY      PL PBA # 351

- 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:
  - 1. Each affected employee covered under this agreement 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.
- D. Employees hired on or after July 31, 2015 shall not be eligible for Separation pay.

**ARTICLE XXVIII  
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of January 1, 2017 and shall remain in effect to and including December 31, 2021. 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, State of New Jersey, on this, the 2nd day of May \_\_\_\_\_ 2018.

**POLICE BENEVOLENT  
ASSOCIATION  
LOCAL # 351**

[Signature]  
President

[Signature] #322  
Vice President

**CAMDEN COUNTY  
BOARD OF  
CHOSEN FREEHOLDERS**

[Signature]  
Louis Capelli, Jr.  
Director of the Board

[Signature]  
Ross Angilella  
County Administrator

[Signature]  
KARYN GILMORE, CLERK  
BOARD OF CHOSEN FREEHOLDERS