

AGREEMENT
BETWEEN
CAMDEN COUNTY OF COMMISSIONERS



AND
CWA LOCAL 1014 (SUPERVISORY UNIT)



JANUARY 1, 2019 TO DECEMBER 31, 2023

TABLE OF CONTENTS

PREAMBLE..... 1
ARTICLE I – RECOGNITION 1
ARTICLE II – UNION DUES DEDUCTIONS 1
ARTICLE IIA - WORKPLACE DEMOCRACY ACT 2
ARTICLE III – WORK SCHEDULES 3
ARTICLE IV – RATES OF PAY..... 4
ARTICLE V – DIFFERENTIAL PAY 6
ARTICLE VI – INSURANCE 6
ARTICLE VII – SICK LEAVE WITH PAY 12
ARTICLE VIII – MILITARY LEAVE..... 13
ARTICLE IX – JURY DUTY 13
ARTICLE X – COURT TIME..... 13
ARTICLE XI – EMERGENCY LEAVE 14
ARTICLE XII – BEREAVEMENT LEAVE..... 14
ARTICLE XIII – MATERNITY LEAVE 14
ARTICLE XIV – FRINGE BENEFITS 14
ARTICLE XV – PERSONAL DAYS..... 16
ARTICLE XVI – SENIORITY 17
ARTICLE XVII – HOLIDAYS..... 17
ARTICLE XVIII – VACATIONS 19
ARTICLE XIX – STRIKES AND LOCKOUTS 21
ARTICLE XX – SAFETY AND HEALTH..... 21
ARTICLE XXI – EQUAL TREATMENT 21
ARTICLE XXII – GRIEVANCE PROCEDURE..... 22
ARTICLE XXIII – GENERAL PROVISIONS 24
ARTICLE XXIV – SEPARABILITY AND SAVINGS 26
ARTICLE XXV – MANAGEMENT RIGHTS 26
ARTICLE XXVI – TWENTY-FOUR HOUR OPERATIONS 27
ARTICLE XXVII – OVERTIME..... 29
ARTICLE XXVIII – FULLY BARGAINED AGREEMENT..... 30
ARTICLE XXIX – DURATION..... 30
APPENDIX A – P.L. 2011 CHAPTER 78 31
APPENDIX B - NON-24/7 OPERATION SUPERVISOR SALARIES
APPENDIX C - 24/7 OPERATION SUPERVISOR SALARIES
APPENDIX D - EXCERPTS OF NEW JERSEY EARNED SICK LEAVE ACT

PREAMBLE

This Agreement entered into this 4th day of August, 2021, by and between the Camden County Commissioners hereinafter called the "County", and the Camden County Supervisory Unit of CWA Local 1014, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the County and the Union.

ARTICLE I – RECOGNITION

- A) The County recognizes Camden County Supervisory Unit of CWA Local 1014 as being the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed and attached hereto and by reference made a part of this agreement, and for such additional classifications as the parties may later agree in writing to include.
- B) The County shall notify the Union in writing prior to the creation of new titles, of new classifications of employees or the filling of existing positions.

ARTICLE II – UNION DUES DEDUCTIONS

- A) The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union from those employees who individually request in writing that such deductions be made.
- B) Dues deductions shall commence for each employee who signs a properly dated authorization form, supplied by the Union during the month following the filing of such form with the County.
- C) The aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with the list of names of all employees for whom the deductions were made, by the fifteenth (15th) day of the succeeding month after such deductions were made.
- D) If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish to the County either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letter head of the Union and signed by the President of the Union or Local Representative advising of such changed deduction.
- E) The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Treasurer.

F) As prescribed by law, employees who have authorized the payroll deduction of fees to CWA Local 1014 may revoke such authorization by providing written notice to the County during the ten (10) days following each anniversary date of their employment. Within five (5) days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the County shall provide written notice to CWA Local 1014 of an employee's revocation of such authorization. The effective date of a termination in deductions shall be July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the County's disbursing officer.

G) The County agrees to deduct an amount equal to CWA Local 1014's initial membership fee from an employee's wages, upon proper notice by CWA Local 1014 to the County, and remit it, forthwith, to CWA Local 1014.

H) 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 the County or in reliance upon information furnished by the Union or official notification on the letter head of the Union and signed by the President of the Union or Local Representative.

ARTICLE IIA - WORKPLACE DEMOCRACY ACT

CWA Local 1014 shall have the following rights:

- A) The right to meet with individual employees on the premises of the County during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
- B) The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the County's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of CWA Local 1014, and internal union matters involving the governance or business of CWA Local 1014; and
- C)) The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the County does not conduct new employee orientations, at individual or group meetings.
- D) Within 10 calendar days from the date of hire of negotiations unit employees, the County shall provide the following contact information to CWA Local 1014 in an Excel file format or other format agreed to by the CWA: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the County, date of hire, and work email address and any personal email address on file with the County. Every 120 calendar days beginning on January 1, 2019 the County shall provide CWA Local 1014, in an Excel file or similar format agreed to by the CWA, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Employer.

- E) The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between CWA Local 1014 and their members, and non-members, are not government records and are exempt from any disclosure requirements of P.L. 1963, c. 73 (C.47:1A-1 et seq.).
- F) CWA Local 1014 shall have the right to use the email systems of the County to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiation agreements, the investigation of grievances, other work-place related complaints and issues, and internal union matters involving the governance or business of the Union.
- G) CWA Local 1014 shall have the right to use government buildings and other facilities that are owned or leased by the County to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with County operations. Meetings conducted in County buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. CWA Local 1014 conducting a meeting in a County building or facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the building or facility that would not otherwise be incurred by the County.

ARTICLE III – WORK SCHEDULES

- A) The regularly scheduled work week shall consist of thirty (30) through forty-two and one-half (42½) hours per week as noted elsewhere in this Agreement. A modified work schedule shall be available to all employees as mutually agreed to by the affected employee, the employer, and the Union.
- B) The regular starting time for work shifts and work week will not be changed without one (1) week written notice, except in case of emergency, to the affected employee and without first having discussed the need for such changes with the Union.
- C) All employees covered by the Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week.
- D)
 - 1) When more than one work shift per day within a given classification exists, employees will be given preference of shifts in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year to exercise his or her preference of shift over a less senior employee. Such preference may be exercised only once within any twelve month

period, and may not result in a less senior employee incurring a shift change more than once within any 12 month period.

- 2) Employees in continuous operations at the Communications Center and Youth Center shall be allowed to substitute for other employees in the same classification, over two consecutive pay periods, in accordance with 29 CFR 553.31-Substitution-section 7(p)(3). The hours worked during this substitution shall be excluded from the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be paid as if he or she had worked his or her normal work schedule for that shift. The County shall not be required to keep a record of the hours of the substitute work for the purpose of payroll timekeeping. Employees failing to report to an exchanged shift shall be subject to the same disciplinary penalties as if the employee was assigned to the exchanged shift. Additionally, employees may be disciplined for repeated abuse which results in disruption to the operation.
- E) Employees who receive an unpaid lunch may elect to have either a one hour or a one-half hour lunch period. Such election shall be made no later than December 1 for the upcoming year and shall remain in effect for a minimum of one year. The employer, the employee, and the Union must all agree before any change is effective.

ARTICLE IV – RATES OF PAY

- A) The pay scales for all employees covered by this Agreement shall be set forth in the attached schedules. Employees covered by this Agreement will receive the following pay increases:
- 1) Effective the first pay period of 2019, pay rates for all titles and steps be increased by 2%
 - 2) Effective the first pay period of 2020, pay rates for all titles and steps be increased by 2%
 - 3) Effective the first pay period of 2021, pay rates for all titles and steps be increased by 2.25%
 - 4) Effective the first pay period of 2022, pay rates for all titles and steps be increased by 2.25%
 - 5) Effective the first pay period of 2023, pay rates for all titles and steps be increased by 2.5%

All salary increases shall be retroactive to the first pay period of 2019. Retroactive payments will be paid as soon as is reasonably practical. The County shall make every reasonable effort to make retroactive payments on or before the fourth pay date after the last party has signed this Agreement.

- B) Chief of Communications, Supervising Public Safety Telecommunicators and Supervising Juvenile Detention Officers on the County payroll as of December 2, 2015, shall receive a one-time base salary increase equal to \$6,250 per year effective with the signing of the contract in

lieu of pay for holidays. Senior Public Safety Telecommunicators and Senior Juvenile Detention Officers on the County payroll as of December 2, 2015, and subsequently promoted to Supervising Public Safety Telecommunicator or Supervising Juvenile Detention Officer, shall, upon promotion, receive an increase equal to the difference between their then current rate and the increases received by Supervising Public Safety Telecommunicators and Supervising Juvenile Detention Officers, as adjusted by subsequent increases in base rates of pay.

- C) New or additional employees hired during the term of this Agreement shall be governed by the attached pay scales.
- D) The established salaries are fixed on the basis of full-time positions. If the Board of Chosen Freeholders establishes any position on a part-time basis, or the Board approves the incumbent of any full-time position for part-time service only, the rate of pay for the position shall be proportionately reduced, unless otherwise stated.
- E) An employee who performs work in a higher paid classification than his own shall be temporarily assigned and paid for such work after performing said work for two consecutive weeks, or for more than three separate five consecutive day periods during a calendar year, spending at least fifty (50%) percent of his time on the higher paid job. Any employee shall be paid at the rate of his own classification when performing work in a lower paid classification.
- F) 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 highest rate of any employee holding that title to which the promoted or reclassified employee is raised. In no event shall such employee's salary be less than that which he received in his prior title.
- G) Employees covered by this contract shall receive the annual salary in the attached schedule.
- H) All titles which are designated "bilingual" shall be paid a minimum of \$500 more per year than the rate for that title without the bilingual designation. Where a bilingual title exists but is vacant, and the salary for that title is more than \$500 higher than that of the same title without the bilingual designation, the salary for the bilingual title shall be reduced to establish the \$500 differential.
- I) All employees in Public Works covered by this Agreement who earn and maintain a CDL license but who are not required by law to possess such license as a result of their regular job assignment, shall be paid an additional thirty-one (\$.31) cents per hour for all hours worked. All employees in Public Works covered by this agreement who hold CDL licenses shall be paid an additional ten (\$.10) cents per hour for each endorsement they earn so long as the endorsement is related to a job function performed by Public Works.
- J) Effective the date of the signing of this Agreement, employees who are on call during non-scheduled work hours shall receive \$.50 per hour for such on-call time.

K) 1. Current ERT employees, and all future ERT employees assigned to the Hazmat Emergency Response Team shall be permanently assigned to the Department of Public Safety from the Department of Health and Human Services. Effective as soon as practicable, but no later than the week of February 3, 2020, their weekly work schedule shall be increased from 35 to 40 hours per week for all employees in the unit. In exchange for the foregoing work schedule change, the on-call payments and stipend set forth in Article VI, Section K of the Parties' 2013-2018 contract shall be eliminated.

2. In the event that the ERT employees' work schedules are altered and/or reduced in the future from a 40 hour per week work schedule, the On-Call Payment and Stipend set forth in Article VI, Section K, shall be reinstated for all personnel impacted.

ARTICLE V – DIFFERENTIAL PAY

Effective with the signing of this Agreement, employees working any time from 7p to 7a shall be compensated at an additional rate of 5.5% for all hours worked during that time. If an employee's hours of work overlap such that the employee works after 7 p or before 7a, for the convenience of the County, differential pay shall be paid for all hours worked during those times.

ARTICLE VI – INSURANCE

A) HEALTH BENEFITS

1) Subject to the employee premium sharing schedule detailed below, the County shall provide the health and prescription benefits through all of the plans offered by the New Jersey State Health Benefit Program (NJSHBP) or substantially similar plans and benefits for employees working 25 hours or more per week for medical and prescription drug benefits. Local 1014 and County agree to be bound by the requirements and terms of the NJSHBP and the New Jersey State Health Benefits Commission.

B) PREMIUM CONTRIBUTION

- 1) Pursuant to P.L. 2011, c. 78, effective June 28, 2011, the amount of contribution to be paid by an active employee for medical and prescription drug benefits for the employee and any eligible dependent shall be in accordance with the contribution schedule set forth in P.L. 2011, c.78.
- 2) Base salary shall be used to determine what an employee earns for the purposes of this provision.
- 3) As used in this section, "cost of coverage" means the premium or periodic charges for health care and prescription benefits, provided pursuant to N.J.S.A. 40A:10-16 et seq., or any other law, charged by Camden County.
- 4) Employees hired and employed on June 28, 2011 or thereafter shall pay the "Year Four" contribution set forth in P.L. 2011, c. 78, upon employment.

- 5) Employee contributions shall be made by way of pre-tax withholding of the contribution from the employee's pay, salary, or other compensation. Employees who waive coverage shall not be subject to contribution withholdings. Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a calendar year, to the extent possible, in accordance with the County's customary payroll practices unless otherwise required by law.
- 6) The required premium contribution paid by any employee under this Article shall not under any circumstance be less than 1.5 per cent of base salary. An employee who pays the contribution required in P.L. 2011, c. 78, shall not also be required to pay the contribution of 1.5 per cent of base salary.
- 7) Upon completion of the four (4) year schedule of payments pursuant to the provisions of P.L. 2011, c. 78, the statutory rates of contributions towards the cost of health insurance shall remain in effect subject to collective negotiations between the parties.

C) CO-PAYMENTS

- 1) Effective September 1, 2012, prescription co-payments shall be consistent with the rates set forth in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan.
- 2) Effective September 1, 2012, employees shall be subject to all dollar co-payment requirements as set forth in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan.

D) DEPENDENT COVERAGE

- 1) Coverage for eligible dependents shall be included in all health and prescription plans for eligible employees.
- 2) The County shall make dependent coverage in the County's Medical and Prescription Drug Plans as set forth in this Article available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.
- 3) Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any County Medical or Prescription Drug Plan may elect to enroll their dependent to age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the patient Protection and Affordable Care Act and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.

- 4) "Civil union partners" and "domestic partners" of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits.

E) RETIREE BENEFITS

Subject to the requirements of this Article, the County shall provide to retirees and their eligible dependents, medical and prescription benefits as set forth in the "Health Benefits" section of this Article.

- 1) Any employee with twenty (20) or more years of creditable service in one or more State or locally (One Stop) administered retirement system as of June 28, 2011 and who subsequently retires 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 (One Stop) administered retirement system shall contribute 1.5% of the retiree's monthly retirement allowance, including any future cost of living adjustments.
- 2) Any employee with less than twenty (20) years of service of creditable service in one or more State or locally (One Stop) administered retirement system as of June 28, 2011 and who subsequently retires 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 (One Stop) administered retirement system shall contribute the amount determined in accordance with P.L. 2011, Chapter 78, including any future cost-of-living adjustments.
- 3) Current employees retiring at age 62 or older, and who have at least fifteen (15) years of service with Camden County and/or affiliated organizations, or twenty-five (25) or more years of service credit with Camden County and/or affiliated organizations, or current employees retiring on an ordinary disability pension after the signing of the contract, shall receive health and prescription benefits subject to the following percentage of premium contributions:

Years with the County	Percentage of Premium
10 years through 14 years (for Ordinary Disability Retirement only)	30%
15 years up to 19 years	25%
20 years up to 24 years	15%
25 years or more	Amount determined in accordance with P.L. 2011, Chapter 78

However, employees who had at least 20 years of service as of June 28, 2011 and retire with 25 or more years of service are grandfathered at 1.5% of their monthly pension allowance.

- 4) Prior years of employment with Camden County and/or affiliated organizations, as indicated below, shall count as "Years with the County" for the purpose of determining the appropriate premium contribution as set forth above.

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

- 5) Employees who retire shall pay the medical and prescription co-payments/deductibles as offered by the NJSHBP or substantially similar plans until they enroll in a Medicare plan, at which time these payments shall be determined by the Medicare plan selected.
- 6) 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 co-payments applicable to Medicare eligible retirees in the plan in which they are enrolled.
- 7) Retirees are required to submit annual verification to the County of the amount of their monthly retirement allowance in a form and from a source acceptable to the County at the time of the County's open enrollment period for healthcare benefits. Failure to do so in any given year may subject the employee to a contribution payment of twenty-five (25%) percent of the cost of coverage for the plans available to and selected by the employee for that year after notice and a reasonable opportunity to correct the problem.
- 8) Effective with the signing, the amount payable by a retiree who is required to make a contribution under this subsection shall not under any circumstance 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 under this subsection 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.
- 9) All retirees and eligible dependents of retirees, age sixty-five (65), or in receipt of Social Security Disability benefits for at least 24 months who are receiving benefits through Camden County are required to enroll in Medicare Parts A & B within three months of becoming eligible for Medicare. The County shall reimburse the retiree the cost of said enrollment into Medicare Part B. The retiree must remain on the County plan for secondary

coverage. Employees retiring after December 31, 2018 (last day of active service) shall not be eligible for reimbursement of Medicare premiums by the County.

F) WAIVER OF COVERAGE

1) Eligible employees covered by this Agreement may choose, in writing, to waive insurance coverage. Participation in is voluntary and is intended for those eligible employees who are covered by health insurance through another source. Employees who hold elective office and are receiving health insurance benefits as a result of their elected office and employees who are receiving health insurance benefits as a result of their retirement or the retirement of their spouse or domestic/civil union partner from another public entity in New Jersey are not eligible for waiver payments. Waiver as described in this section shall be subject to the rules of the New Jersey State Health Benefit Plan where applicable.

2) 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 New Jersey State Health Benefits Program, the other may not participate. Additionally, in the event that Camden County is no longer in the New Jersey State Health Benefits Plan, then the limitations set forth herein shall apply to married, or domestic partners/civil union partners from the following related agencies:

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

3) 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 New Jersey State Health Benefits Plan or County plan, as set forth in Section 2, but not both. Dependent children must be covered under one plan only.

4) If an employee chooses to participate and drops coverage, the employee shall receive a monetary incentive as outlined below. Waiver payments shall not be available to employees that have an opportunity for alternate coverage through another New Jersey State Health Benefits Plan member.

- 5) An employee shall receive an incentive which shall not exceed twenty-five (25%) per cent of the amount saved by Camden County because of the waiver or \$5,000 annually, whichever is less, in accordance with State law. Effective January 1, 2022, an employee shall receive an incentive not to exceed 25% of the amount saved by Camden County because of the waiver, up to a maximum of \$3,000 annually. This incentive payment shall be limited to those current active employees who are enrolled in the program as of the execution of this contract and shall not be available to any other active employee not currently enrolled or who is hired by the County in the future after execution of this Agreement. Nothing herein makes any change to existing waiver payments for anyone who retired before January 1, 2022. Anyone retiring after January 1, 2022 who is receiving a waiver payment as an active employee on or after January 1, 2022, shall be subject to the above change during retirement.
- 6) Eligible employees who waive coverage must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible employee chooses to participate and then 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 upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to waive either medical coverage or prescription coverage or both, subject to the limitations of the New Jersey State Health Benefits Plan where applicable
- 7) The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.
- 8) The incentive shall begin to be paid to the eligible employee no later than one month after the effective date of the option.
- 9) Annual re-enrollment is required for retirees.
- 10) Employees on non-paid leaves do not receive Opt Out payments.

G) MISCELLANEOUS

- 1) The County will provide each employee with short-term disability coverage through the State of New Jersey Disability Plan.
- 2) Employees shall be responsible for extra costs incurred by the County if there is a change in an employee's life status (divorce, death of spouse, etc.) which would affect his or her health and prescription benefits and the employee does not report it to the County Insurance Division within 60 days of the event.
- 3) The County shall continue to maintain a Section 125 Plan as required by Section 45 of P.L. 2011, chapter 78 and including dependent care coverage which will permit the payment of certain employee contributions in pre-tax dollars. Pre-tax payroll deductions shall be made equally over 24 pay periods of each calendar year in accordance with the County's customary payroll practices unless otherwise required by law.

- 4) The parties agree and acknowledge that any increases to employee or retirement contributions or co-payments as the result of changes in this Article shall be prospective only.
- 5) The County will cause to be paid to the CWA Local 1014 Health and Welfare Fund the sum of \$450.00 per year, effective January 1, 2021, paid in monthly installments, for each bargaining unit member or for whom is a member of the representative of the bargaining agent.

ARTICLE VII – SICK LEAVE WITH PAY

- A) Sick leave may be used by employees who are unable to work due to personal illness or injury; exposure to contagious disease; care, for a reasonable time, of a seriously ill member of the employee's immediate family; death in the employee's immediate family, for a reasonable period of time; or for any of the reasons set forth in the New Jersey Earned Sick Leave Law, a copy of the relevant provisions attached to this Agreement.
- B) The term 'immediate family' is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, stepchild, grandchild, grandfather, grandmother, foster child, legal ward, legal guardian, and other relatives residing in the employee's household, or any family member as defined under the New Jersey Earned Sick Leave Law.
- C) Any shift employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one and one half (1½) hours before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Other employees will provide the notification within sixty (60) minutes of their scheduled starting time. Failure to give such notice may constitute cause for disciplinary action. Employees covered by this agreement in the Department of Public Works shall be required to notify his/her supervisor prior to the start of their work day.
- D) Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and one and one-quarter (1¼) days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. Sick leave must be earned before it may be utilized.
- E) If any employee is absent for five (5) consecutive work days (or after fifteen (15) days sick leave in anyone (1) year for any reason set forth in the above rule), the County shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate.
- F) At the discretion of the Department Head, the employee seeking sick leave may be required to submit medical evidence to substantiate his request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the employee will suffer a loss of his pay for any authorized time period. In the event the employee has exhausted his

accumulated sick leave and is sick, the absence may be charged to the employee's vacation, if any, provided that the employee agrees and further provided that such use of vacation time will not be used to circumvent either the provisions or the intent of Article XIX, Strikes and Lock-outs.

- G) Abuse of sick leave will be cause for disciplinary action.
- H) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
- I) Full-time temporary employees in the County service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- J) Employees on a daily, hourly, or seasonal basis are not eligible for sick leave.

ARTICLE VIII – MILITARY LEAVE

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

ARTICLE IX – JURY DUTY

- A) Employees shall be given time off without loss of pay when performing Jury Duty in the following circumstances:
 - 1) In State Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.
 - 2) In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5.00) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5.00) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the County Treasurer's office.
 - 3) Employees assigned to the second or evening shift shall be given their shift off without loss of pay when performing jury duty. Employees assigned to the 7 pm to 7 am shift shall receive the shift off which precedes their jury duty unless the employee is scheduled off for that shift in which case the employee will receive the succeeding shift off.

ARTICLE X – COURT TIME

- A) Employee shall be given time off without loss of pay when commanded to appear as a witness and not a party before a court, legislative committee, or judicial or quasi-judicial body.
- B) Employees assigned to the 7 pm to 7 am shift shall receive the shift off which precedes their court appearance unless the employee is scheduled off for that shift in which case the employee will receive the succeeding shift off.

- C) The provisions of Section A above shall not apply for appearances by an employee in connection with any activities set forth in Article XIX Strikes and Lock-Outs. \

ARTICLE XI – EMERGENCY LEAVE

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

ARTICLE XII – BEREAVEMENT LEAVE

- A) In the event of the death of an employee's mother, father, spouse, child, foster child, step child, foster parent or step parent, the employee shall be granted five (5) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.
- B) In the event of the death of an employee's mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother or sister, step sibling, the employee shall be granted three (3) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.
- C) In the event of the death of an employee's brother-in-law or sister-in-law, the employee shall be granted two (2) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.
- D) In addition, sick leave with pay may be used for a reasonable amount of additional bereavement leave.

ARTICLE XIII – MATERNITY LEAVE

- A) Requests for maternity leave shall be made in writing no later than the third (3rd) month of pregnancy.
- B) Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work providing the attending physician approves and so advises in writing.
- C) Such employees shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional time beyond the one (1) month period shall be granted for reasons of the employee's individual health upon presentation of a doctor's certificate setting forth the necessity therefore.

ARTICLE XIV – FRINGE BENEFITS

- A) When an employee is injured on duty, he is to receive workers compensation due him plus the difference between the amount received as compensation and his net salary during the period

of temporary disability, up to a maximum of thirty (30) working days. Employees entitled to workers' compensation benefits shall continue to receive a regular paycheck from the County during the period of temporary disability, up to a maximum of thirty (30) working days. The County shall be entitled to an assignment by the employee of the workers' compensation benefits due and payable to him for this period. In the event of continued temporary disability beyond the thirty (30) day period aforementioned, the eligible employee will continue to receive workers compensation. If the employee is entitled to use and authorizes the County to charge time to accumulated sick leave, the employee may receive the difference between the amount received as workers' compensation and his salary.

- B) Employees required to travel on authorized, necessary County business and who are required to use their personal vehicle shall be reimbursed at the applicable IRS rate per mile plus out-of-pocket expenses. In addition, employees are entitled to approve out-of-pocket expenditures.
- C) Where employees, as a condition of their job, are required to use their personal vehicles for official County business, said employees will declare such use on their application for automobile liability insurance. Upon presentation by them of an invoice from their insurance carrier evidencing an increased premium for business coverage, the County will pay \$25 to the affected employee on an annual basis.
- D) Those employees who, as a requisite of employment, are required to wear specified uniforms (as opposed to conforming to a specified dress code) shall either be furnished those uniforms or receive an annual uniform allowance of \$325 beginning the first pay period of 2000. Employees required to wear work shoes shall receive \$150 per year beginning the first pay period of 2000. Employees required to wear tailored uniforms, which are furnished by the employer, shall receive \$450 per year for cleaning purposes beginning the first pay period of 2000. Employees at the Communications Center and at the Youth Center required to wear tailored uniforms shall receive a uniform allowance of \$600 per year effective the first pay period of 2004, which shall increase to \$650 per year effective the first pay period of 2005, and shall increase to \$700 per year effective the first pay period of 2006. At the County's option, the County may provide uniforms and the maintenance thereof. If such option is exercised, the uniform maintenance allowance of this section shall not be applicable. Uniform allowances shall be pro-rated based on the actual number of weeks worked.

Effective with the signing of this contract, those employees who are required by the County to wear specified uniforms (as opposed to conforming to a specified reasonable dress code) shall be furnished those uniforms, except that Supervising Juvenile Detention Officers shall receive an annual \$475 voucher for the purchase of uniforms. Supervising Juvenile Detention Officers employed at the time of the signing of this contract shall receive a one-time issue of a uniform jacket consistent with the jacket currently permitted for wear on the job by the Youth Center. Such jacket shall be issued within 90 days of the signing of this contract.

- E) When provided with County insignia, employees shall have the insignia sewn on the uniform.
- F) Where applicable, uniform allowance shall be paid no later than December 15 of the current year.

- G) New or additional employees hired during the term of this agreement and required to wear a tailored uniform shall be supplied by the County during the first year of employment and shall not receive a uniform allowance for the initial calendar year. Subsequently, said employees shall either be furnished uniforms as required or shall be entitled to a uniform allowance under the terms of this Agreement.
- H) Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month.
- I) Employees shall be entitled to be reimbursed by the County for all costs incurred in attending seminars, training programs, or attendance at courses in an accredited educational institution so long as such courses, seminars, and/or training program are required for the employee to maintain a license, or to meet State and/or Federal Regulations relating to their employment with the County of Camden.
- J) Employee covered by this Agreement shall be eligible for tuition reimbursement toward either their Bachelors or Master's Degree in a field related to their job duties after their first year of employment in accordance with the following program:
- K) Employees shall be eligible for up to six credits of tuition reimbursement per semester after approval by the Department Head at a rate not to exceed the cost of a Rutgers's Camden Undergraduate Credit.
- L) All courses will be approved by the Department Head prior to the course being taken and payment shall be made after grades are received at the following rate: No reimbursement for a grade of D, F or Withdraw or Fail. Anything else will be reimbursed at full rate.
- M) Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible to participate in the TransitChek program allowing purchase of public transportation vouchers with pre-tax dollars. Effective with the signing of this contract, those employees participating in a County-facilitated discount parking program shall be eligible to pay for parking with pre-tax dollars.

ARTICLE XV – PERSONAL DAYS

- A) All employees covered by this Agreement shall enjoy four (4) personal days per year for personal, business, household, or family matters described in this Section and shall be non-accumulative.
- B) Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work-day.
- C) Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

- D) Request for a personal day, along with the reasons therefore, must be submitted at least three (3) full working days in advance and is subject to approval of the employee's supervisor. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the workday. Personal leave will not be granted if it interferes with the manpower needs of the department.

ARTICLE XVI – SENIORITY

- A) Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire. Employees who are laid off by the County and are subsequently re-employed by the County in any capacity within seven years of the effective date of layoff shall receive seniority credit for all time worked for the County prior to layoff with respect to all provisions of this Agreement except, with the signing of this contract, vacation leave. Upon request to the Division of Human Resources, any employee shall be awarded past service time credit for employment with Camden County and any Camden County affiliated agencies for the purpose of determining the amount of vacation time awarded to accruals each year. Any approved vacation benefit adjustment will be effective on the approval date and will not be retroactive.
- B) An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when he was not employed by the Employer.
- C) For employees with the same total length of service, seniority preference shall be given in alphabetical order of the employee's last name.
- D) The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Representative upon request.
- E) Except where New Jersey Civil Service statutes require otherwise, in cases of provisional and temporary promotions, demotions, lay-offs, recalls, or where vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference provided that the exercise of such will have no adverse effect on productivity.

ARTICLE XVII – HOLIDAYS

- A) The following National Holidays are recognized as paid holidays when celebrated as holidays.

New Year's Day

Martin Luther King Day

Labor Day

Presidents Day	Columbus Day
Good Friday	General Election Day
Memorial Day	Veterans' Day
Fourth of July	Thanksgiving Day
	Friday After Thanksgiving
	Christmas Day

- B) Holidays shall be eliminated for Chief of Communications, Supervising Public Safety Telecommunicators and Supervising Juvenile Detention Officers. Those Supervising Public Safety Telecommunicators and Supervising Juvenile Detention Officers on the County payroll as of the signing of the contract shall receive an adjustment in their rate of pay, in accordance with Article IV – Rates of Pay, in lieu of holidays.
- C) It is understood that there shall be only one (1) day of celebration in the event the holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration.
- D) Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday. This shall not apply to employees working in twenty-four hour operations at the Communications Center. When a holiday falls on a Saturday, employees working in the County Store whose work week is Monday through Friday will receive Friday as the holiday. Those who are normally scheduled to work on Saturday will receive Saturday as the holiday. When a holiday falls on a Sunday, employees will receive Monday as the holiday.
- E) When the Board of Freeholders declare by formal action a day off for all County Employees, those who are required to work on such a day off shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other Representative Associations or Unions. Employees who work more than one half the day will receive a whole day as compensatory time.
- F) The granting by the Board of Commissioners of a day off or a holiday in addition to those enumerated in Section A. shall not be considered as a precedent and is subject to Commissioner approval each and every time such day off or holiday is granted.
- G) Employees who are required to work on a holiday shall be granted compensatory time at a rate of time and one-half in addition to holiday pay.
- H) If an employee is serving a suspension on a day before or a day after a holiday and as a result is disqualified from receiving holiday pay under this Section, the holiday shall be counted as a

day of suspension. If an employee calls out sick the day before or day after a holiday without a documented medical reason, management in its sole discretion may deny holiday pay.

ARTICLE XVIII – VACATIONS

A) Employees in the County Service, except for shift employees employed in a twenty-four hour operation, shall be entitled to vacation as follows:

- 1) Effective 2000, permanent full-time employees in the County shall be entitled to the following annual vacations accruing on a monthly basis with pay:
 - a) Up to one year of service, one working days vacation for each month of service.
 - b) After one year and up to ten years of service -twelve (12) working days vacation.
 - c) After ten years and up to fifteen years of service -eighteen (18) working days vacation.
 - d) After fifteen years and up to twenty years of service -twenty (20) working days vacation.
 - e) After twenty years and up to twenty-five years of service twenty-five (25) working days vacation.
 - f) After twenty-five years of service -twenty-eight (28) working days vacation.
 - g) Employees hired on or after the signing of this Agreement, shall only be entitled to a maximum of 25 working days of vacation in accordance with the above schedule.
- 2) An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.
- 3) Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the above schedule.
- 4) Employees on a daily, hourly or seasonal basis are not eligible for vacation leave.
- 5) Shift employees employed in a twenty-four hour operation shall be entitled to the following annual vacation with pay based upon vacation entitlement as defined in Article XXVI, if applicable:
 - a) Up to one year of service, one working day vacation for each month of service.
 - b) After one year and up to ten years of service -twelve (12) working days vacation.
 - c) After ten years and up to twenty years of service -eighteen (18) working days vacation.
 - d) After twenty years of service -twenty-five (25) working days vacation.

- B) Where in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the County may be carried forward into the next succeeding year only and will be scheduled to be taken in the next succeeding year. However, if in the second year, due to the pressure of work as determined by the County, the employee still has accumulated vacation that will be lost, the employee has a right to sell that time only. All vacation time taken shall be initially charged against vacation time earned in accordance with Article VII, Section L, and then against vacation time earned pursuant to this Article.
- C) Employees shall be allowed to use vacation time not accrued, in anticipation of continued employment provided that such time is scheduled time with the approval of the Department Head.
- D) If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate within sixty (60) days.
- E) Vacation time cannot be used for sick time without the express written consent of the employee, except that, effective with the signing of the contract, the County may require the use of up to half of an employee's accrued but unused vacation leave when an employee's absence is covered by family leave and the employee has used all accrued sick leave.
- F) In order to exercise seniority for the calendar year, vacation requests must be submitted by the employee between January 1 and January 15, except at the Youth Center, when such requests must be submitted between December 1 and December 15. Failure to submit such a request during that time period shall result in a loss of seniority preference for the employee. Requests received after January 15 will be granted on a first-come-first-served basis.
- 1) Notwithstanding the above, employees in the operations unit of the Communications Center shall be required to submit vacation requests by April 1st, in order to exercise seniority for April 1 of that year through March 31 of the following year. Failure to submit such a request by April 1st will result in a loss of seniority preference for the employee. Requests received after April 1 will be granted on a first-come-first-served basis.
 - 2) The scheduling of all vacations is subject to approval of the employee's Department Head. For vacations of one (1) week or longer the Department Head will advise the employee of the approval or disapproval of the requested vacation time. Employees shall receive a response to all vacation requests within 48 hours, except when the request is for two days or less and is submitted two days or less in advance of the date requested, in which case the response shall be provided without unreasonable delay and in advance of the date(s) requested. The scheduling of all vacations is subject to approval of the employee's Department Head.
 - 3) All supervising Juvenile Detention Officers and all supervising Public Safety Telecommunicators operating on continuous shifts, shall be able to request the use of vacation and compensatory leave within four (4) days notice.

ARTICLE XIX – STRIKES AND LOCKOUTS

- A) The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's 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.
- B) The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the 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 take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- C) 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.
- D) The County agrees that it will not engage in the lock-out of any of its employees.

ARTICLE XX – SAFETY AND HEALTH

- A) The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.
- B) In the case of an emergency, affecting employees covered by this Agreement, declared by local police authorities, it shall be the Employer's duty to notify all Department Heads as soon as possible with respect to an appropriate course of action.
- C) Employees must wear all safety equipment provided to them by the County. Failure to do so shall subject the employee to possible disciplinary action.

ARTICLE XXI – EQUAL TREATMENT

- A) The County and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, age, sex, national origin, political affiliation or based upon any other class protected by state or federal law.
- B) The County and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the County or the Union against any member because of member's membership or non-membership or activity or non-activity in the Union.

- C) The County may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced, insofar as practicable. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established as provided by N.J.SA 34:13A-5-3.
- D) Insofar as practicable, ten (10) working days prior to the implementation of any new rules or changes of rules of work and conduct for employees, the County agrees to notify the Union of said rules or changes.
- E) This Agreement shall be equitably applied to all employees covered by the Agreement.

ARTICLE XXII – GRIEVANCE PROCEDURE

- A) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B) Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department. The County and the Union will meet periodically at either party's request to discuss and try to settle as many grievances as possible prior to a hearing at Step 3. Both parties commit to settle outstanding grievances without the time and expense of having to go through the process below.
- C)
 - 1) With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the County, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.
 - 2) With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.
- D) The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union shall institute action under the provisions hereof within fourteen (14) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within

said fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within fourteen (14) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within fourteen (14) calendar days thereafter to the Department Director. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Department Director will answer the grievance in writing within fourteen (14) calendar days of receipt of the written grievance. Where the Step One immediate supervisor and the Step Two Department Director are the same person, or for other reasons, separate steps are ineffective, Step One and Step Two shall be treated as being integrated, but in no event may a Union member represent the County in regard to this Article.

Step Three: If the Union wishes to appeal the decision of the Department Director, such appeal shall be presented in writing within fourteen calendar days thereafter to the Division of Human Resources to be scheduled for a hearing before a County designated Hearing Officer. The Hearing Officer shall respond, in writing, to the grievance within thirty (30) calendar days of the Hearing. The County and the Union shall attempt to agree on which matters are scheduled for presentation to the County Hearing Officer on each hearing date. If no agreement is reached, each party shall have the right to designate fifty percent of the matters to be heard. Hearings may be postponed if witnesses are not available.

Step Four: If either party wishes to appeal the decision of the Hearing Officer, such appeal shall be presented in writing to the County Administrator within fourteen (14) calendar days thereafter. The Union may opt to proceed directly to Step Five. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The County Administrator, or his designee, shall respond in writing to the grievance within twenty (20) calendar days of the submission.

Step Five: If the grievance is not settled through Steps One, Two, Three, and Four, either party shall have the right within fifteen (15) work days to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the County and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E)

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

amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding on the parties.

- F) Upon prior notice to and authorization of the Department Head or his designee, the designated Union Representative shall be permitted to confer with members of the Grievance Committee, employees, and other County officials on a specific grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County of Camden or require the recall of off-duty employees.
- G) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, or if the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure, but any such agreement must be in writing to be effective.
- H) In the event the aggrieved elects to pursue remedies available through the Civil Service or EEO or Civil Rights complaint procedures, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Administrator on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

ARTICLE XXIII – GENERAL PROVISIONS

- A) It is agreed that the Board of Commissioners and the Supervisory Unit of CWA Local 1014 may meet from time to time to discuss matters of general interest and concern, matters which are not grievances as such. Such meetings shall be scheduled upon mutual agreement between the parties.
- B) Employees who are covered by this Agreement shall perform the duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions.
- C) Agents of the Union will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as there is no undue interference with the Employer's work. Whenever any employee of the County who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in regular pay or be charged with sick leave or vacation time. Employees will be allowed to leave their work station up to one-half (2) hour prior to the meetings and will be required to return to their work station at the conclusion of the meeting provided there is at least one and one-half (12)

hours of work time remaining. In no event shall the President of the Supervisory Unit of Local 1014 be allowed more than one hour per week to conduct Union Business of any kind. Such business will be limited to employer-related business.

- D) No more than two (2) member of the Supervisory Unit will be permitted to attend New Jersey Civil Service Association meetings and conventions, without loss of pay, in accordance with R.S. 38:23-2.
- E) The Union will be permitted to post union-related information on Union bulletin boards.
- F) No more than one employee who becomes a full-time employee of CWA Local 1014 shall, upon request, be granted a leave of absence, without pay and without loss of seniority, subject to Civil Service rules and regulations, for three years with a three-year extension.
- G) The County shall be responsible for printing this collective bargaining agreement in booklet form within sixty (60) days of its execution by the parties. The cost of printing shall be shared equally by the parties. No less than 175 copies shall be printed, 125 to be provided to the Union and 50 to be retained by the County. The Union shall be responsible for distribution to all persons covered by the Agreement.
- H) Representatives of the County and CWA Local 1014 Supervisory Unit shall meet, at either party's request, to discuss issues associated with the sell-back of compensatory time.
- I) A "hyperlink" to the New Jersey Department of Personnel webpage listing open competitive and promotional announcements will be provided on the Camden County Today website. Effective with the signing of the contract, where practicable, a job opening for a newly created position or a vacancy in an existing position shall be posted on a centrally located bulletin board in the affected department for a period of at least five working days prior to filling the position. The posting requirement shall not apply to temporary or provisional appointments. Employees may submit their qualifications for such openings to the Department Director for consideration. The determination of the County as to the employee selected for the position is solely a County managerial determination. A copy of the posting will be sent to the Local 1014 Supervisory Unit president.
- J) Local 1014 as well as the affected employee shall receive a copy of any disciplinary actions and attachments which are placed in an employee's file. All employees shall have the right to review their personnel files upon reasonable request.
- K) The County will allow employees to make payroll deductions for any lawful group, cause, charity, or organization for which deductions are being made at the time of the execution of this Agreement, provided the proper authorization is submitted. Deductions for any new charities must be agreed to by both the Union and the County.

- L) Reasonable space will be provided by the County for Local 1014 materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Local 1014 use.
- M) Local 1014 representatives will be entitled to use the County's telephones, fax machines, and e-mail system to communicate with employees in carrying out the Local 1014's representational duties, and employees will likewise be permitted to use such equipment to contact their Local 1014 representatives in regard to matters of representation. It is understood that such use shall be reasonable and shall not interfere with work operations.
- N) In any case where a bargaining unit member is subject to major disciplinary action under N.J.A.C. 4A:2-2.3, and must be afforded the opportunity for a hearing prior to the imposition of major discipline, the County shall agree to continue its prior practice of automatically scheduling the matter for a disciplinary hearing. The County shall issue to the employee, the Local 1014 and the Local 1014's counsel, a Preliminary Notice of Disciplinary Action (DPF-31A) which will set forth the charges, the specification, the penalty sought and the hearing date and time. In such cases, the Local 1014 agrees to waive the requirement that under N.J.S.A. 11A:2-13, the hearing shall be held within thirty (30) days of the notice of disciplinary action.
- O) Effective the first pay period of 1998, eligible employees had longevity pay added to their base pay. Employees subject to this conversion, who remain employed by the County, shall continue to receive the conversion amount, as adjusted by subsequent rates of pay increases, as part of their base pay.

ARTICLE XXIV – SEPARABILITY AND SAVINGS

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

ARTICLE XXV – MANAGEMENT RIGHTS

- A) 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 laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - 1) The executive management 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.

- 2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of work required.
 - 3) The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 - 4) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 - 5) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 - 6) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.
 - 7) The County reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
- B) In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption and administration of policies, rules, regulations and practices as well as the use of judgment and discretion shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C) Nothing contained herein shall be construed to deny or restrict the county of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county, or local laws or regulations.

ARTICLE XXVI – TWENTY-FOUR HOUR OPERATIONS

This Article applies to employees working in scheduled 24-hour operations.

- A) Employees will have their schedules arranged on the shift assigned in a manner which will assure on a rotation basis that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year insofar as practicable, with a minimum of every other scheduled weekend off as long as the employee is assigned to a 12 hour shift schedule.
- B) If an employee's work schedule is changed, all time off which was pre-approved at the time of the change shall be honored. If, as a result of the schedule change, the employee's regular

day(s) off change, the employee may use accumulated vacation, personal or compensatory time so as to still have those former regular day(s) off, so long as the employee makes the request within one week of the effective date of the schedule change.

- C) Double the full-time employee's regular hourly rate of pay shall be paid for work in excess of two consecutive regular shifts or for shift work in excess of sixteen consecutive hours.
- D) Employees who work sixteen or more consecutive hours shall be given at least an eight hour break before being required to report back to work. This provision shall not apply when employees are working in excess of their regular hours of duty because of weather conditions, a state of emergency declared by the President, Governor, or Freeholder-Director/OEM Coordinator, riotous conditions, or in the field communications unit. If an employee has worked sixteen or more consecutive hours and is scheduled to return to work with less than an eight hour break in between, the employee may delay returning to work for up to two hours by charging his/her compensatory time. If the employee does not have compensatory time, he/she may charge vacation or personal time, or if the employee has no such time, then the employee may use sick time or as a last resort be in no pay status.
- E) All employees who are scheduled off on the holiday shall receive a day's pay for the holiday. Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half pay for the hours worked on that holiday, in addition to the holiday pay. Employees who are assigned to 24 hour operations at the Communications Center and the Youth Center who work New Year's Day (January 1st), the Fourth of July, Veteran's Day (November 11th), and Christmas Day (December 25th) shall be paid holiday pay for their entire shift when their reporting time occurs on the actual legal holiday.
- F) With the exception of employees working at the Communications Center, voluntary overtime shall be distributed by classification and seniority from the most senior on a rotating basis beginning with the employee immediately following the last senior employee who worked. Mandatory overtime shall be distributed by classification and seniority from the least senior on a rotating basis beginning with the next senior employee immediately following the last employee who worked. In Communications, all voluntary and mandatory overtime shall be distributed on a rotation basis as set forth above except that an alphabetical list shall be used rather than a seniority list and except that the Communications Center may continue its practice of calling the first available personnel to fill vacancies where the need for overtime was not known prior to the beginning of the shift.
- G) Employees covered by this Agreement who are employed at the Camden County Communications Center and who work a twelve (12) hour shift shall receive benefits such as vacations, sick days, etc., which are prorated to reflect this length of shift. For example a twelve (12) hour shift employee will receive two (2) sick days for each three (3) received by an eight (8) hour shift employee. However, with respect to discipline, a day shall be considered eight (8) hours. The County may discontinue the aforementioned twelve (12) hour shift.

ARTICLE XXVII – OVERTIME

- A. Time and one-half the employee's rate of pay shall be paid for work under any of the following conditions:
- 1) All worked performed in excess of forty (40) hours in a work week.
 - 2) All work performed when an employee is required by the County to work beyond his/her regularly shift. This shall not apply to any situation where the employee volunteers to work time authorized beyond his/her regular shift.
 - 3) For the roll-call period prior to the start of their shift for continuous shift employees at the Youth Center
 - 4) Other than in 24-hour operations, time and one half pay shall be paid as in Section A for all time worked in excess of sixteen consecutive hours.
- B) Paid leave, with the exception of compensatory time leave and paid holidays shall not be considered time worked for the purpose of determining when time and one-half the employee's rate of pay shall be paid.
- C) Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half pay for the hours worked on that holiday, in addition to the holiday pay. Other employees who are required to work on a holiday shall receive time and one-half pay for the hours worked on that holiday in addition to a day's pay for the holiday as such.
- D) Chief of Communications, Supervising Juvenile Detention Officers and Supervising Public Safety Telecommunicators shall receive only straight time pay for regularly scheduled hours on holidays.
- E) Employees shall have the option of taking compensatory time in lieu of cash payment for overtime. If an employee chooses compensatory time in any instance, the amount of such time will be computed on the basis as set forth above. Compensatory time off must be scheduled and approved by the Department Head. Effective the first pay period in 2010, employees must use their compensatory time within one (1) year of accrual. If not used within that time period, one half (%) of the accrued compensatory time will be scheduled off within the following six (6) months, or the employee can be paid for that time, at the Employer's discretion. However, under no circumstances will that time be forfeited. This section shall not apply to any compensatory time on record prior to the first pay period of 2010.
- F) Effective January 1, 2022, all compensatory time must be used by the end of the calendar year in which it is earned, unless the time is earned in the months of November and December, which must be used by March 31st of the following year. Failure to do so will result in assignment of such time by the County or payment as determined by the employee. Requests for the use of comp time shall not be unreasonably denied. This shall not include time accumulated before the signing of the Agreement.

- G) Any employee who leaves County employment shall be entitled to receive a cash payment for all compensatory time accrued at the employee's then current rate of pay.

ARTICLE XXVIII -- FULLY BARGAINED AGREEMENT

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

ARTICLE XXIX -- DURATION

- A) This Agreement shall be in force and effect as of January 1, 2019 and shall remain in effect to and including December 31, 2023, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

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

James M. St... 7/27/2021, *Gregory M. ...* 7/27/21, *[Signature]* 7/27/2021

For CWA Local 1014 Supervisory Unit

[Signature] 7/28/21
Camden County Board of Commissioners

APPENDIX A – P.L. 2011 CHAPTER 78

Note: Effective June 28, 2011, all active unit employees who have not waived health and prescription benefits, shall contribute towards the cost of health insurance, in accordance with the provisions of P.L. 2011, Chapter 78. 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 City's regular payroll practices. The following charts reflect the phase-in of contribution levels for employees employed on the contribution's effective date who will pay ¼, ½, ¾ and the full amount of the contribution rate during the phase-in years. To calculate your total percentage of premiums, apply the appropriate percentage based upon salary and type of coverage to the premium cost of the prescription and medical plan to which you are enrolled

PREMIUM CONTRIBUTIONS REQUIRED BY P.L. 2011, CH 78				
SINGLE COVERAGE				
(PERCENTAGE OF PREMIUM)*				
Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

PREMIUM CONTRIBUTIONS REQUIRED BY P.L. 2011, CH 78 MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE (PERCENTAGE OF PREMIUM)*				
Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

PREMIUM CONTRIBUTIONS REQUIRED BY P.L. 2011, CH 78				
FAMILY COVERAGE				
(PERCENTAGE OF PREMIUM)*				
Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

APPENDIX B

	A	B	D	E	F	G	H
1	TITLE	HOURS	2019	2020	2021	2022	2023
2	ASST PUBLIC HEALTH COORD	8	\$100,014	\$102,014	\$104,310	\$106,657	\$109,323
3	ASST SUPERVISOR MOTOR POOL	8	\$76,500	\$78,030	\$79,786	\$81,581	\$83,620
4	CH REG ENV HLTH SPEC PUB HEALTH	7	\$96,900	\$98,838	\$101,062	\$103,336	\$105,919
5	COORD OF SAFETY PROGRAMS	8	\$73,830	\$75,306	\$77,001	\$78,733	\$80,701
6	DIRECTOR OF NURSING	7	\$97,877	\$99,835	\$102,081	\$104,378	\$106,987
7	FAMILY SERVICE SUPERVISOR	8	\$73,856	\$75,333	\$77,028	\$78,761	\$80,730
8	GENERAL SUPERVISOR BUILDING SERVICE	8	\$90,069	\$91,870	\$93,938	\$96,051	\$98,452
9	GENERAL SUPERVISOR PARKS	8	\$90,069	\$91,870	\$93,938	\$96,051	\$98,452
10	GENERAL SUPERVISOR ROADS	8.5	\$99,047	\$101,028	\$103,301	\$105,625	\$108,266
11	GENERAL SUPERVISOR TRADES	8	\$90,069	\$91,870	\$93,938	\$96,051	\$98,452
12	GENERAL SUPERVISOR TRAFFIC MAINT.	8	\$90,069	\$91,870	\$93,938	\$96,051	\$98,452
13	HEALTH AIDE SUPERVISOR	8	\$62,127	\$63,370	\$64,796	\$66,253	\$67,910
14	MAINTENANCE WORKER 3 GROUNDS	8	\$66,591	\$67,923	\$69,451	\$71,013	\$72,789
15	OFFICE SUPERVISOR	8	\$90,724	\$92,538	\$94,620	\$96,749	\$99,168
16	PAYROLL SUPERVISOR	8	\$66,300	\$67,626	\$69,148	\$70,703	\$72,471
17	PRINCIPAL PERSONNEL TECH	7	\$97,261	\$99,206	\$101,438	\$103,721	\$106,314
18	RECREATION SUPERVISOR	8	\$71,834	\$73,270	\$74,919	\$76,604	\$78,520
19	ROAD REPAIRER SUPERVISOR	8	\$79,475	\$81,065	\$82,889	\$84,754	\$86,873
20	SUPERVISING ACCOUNT CLERK	8	\$55,323	\$56,429	\$57,699	\$58,997	\$60,472
21	SUPERVISING ACCOUNTANT	8	\$98,828	\$100,804	\$103,072	\$105,392	\$108,026
22	SUPERVISING ADMINISTRATIVE ANALYST	8	\$113,163	\$115,426	\$118,023	\$120,679	\$123,696
23	SUPERVISING COMM TECHNICIAN	8	\$109,083	\$111,265	\$113,768	\$116,328	\$119,236
24	SUPERVISING DATA CONTROL CLERK	8	\$68,676	\$70,049	\$71,625	\$73,237	\$75,068
25	SUPERVISING FIELD REP PROPERTY IMPRO	8	\$83,484	\$85,154	\$87,070	\$89,029	\$91,254
26	SUPERVISING GROUNDSKEEPER	8	\$87,301	\$89,047	\$91,050	\$93,099	\$95,426
27	SUPERVISING HEATING & A/C MECH	8	\$64,151	\$65,434	\$66,906	\$68,412	\$70,122
28	SUPERVISING HLTH BEN INSR. CLERK	8	\$62,891	\$64,149	\$65,592	\$67,068	\$68,745
29	SUPERVISING LEGAL STENO	8	\$78,345	\$79,912	\$81,710	\$83,549	\$85,637
30	SUPERVISING MAINT. REPAIRER	8	\$87,301	\$89,047	\$91,050	\$93,099	\$95,426
31	SUPERVISING MR CARPENTER	8	\$87,301	\$89,047	\$91,050	\$93,099	\$95,426
32	SUPERVISING MR ELECTRICIAN	8	\$87,301	\$89,047	\$91,050	\$93,099	\$95,426
33	SUPERVISING MR PAINTER	8	\$87,301	\$89,047	\$91,050	\$93,099	\$95,426
34	SUPERVISING MR PARKS	8	\$87,301	\$89,047	\$91,050	\$93,099	\$95,426
35	SUPERVISING MECHANIC	8	\$87,825	\$89,582	\$91,597	\$93,658	\$96,000
36	SUPERVISING PLANNER	8	\$74,119	\$75,602	\$77,303	\$79,042	\$81,018
37	SUPERVISING PROG DEVEL SPEC (CRIM JUST)	8	\$121,849	\$124,286	\$127,083	\$129,942	\$133,191
38	SUPERVISING PROGRAM DEV SPEC (COMM SVC)	8	\$95,777	\$97,693	\$99,891	\$102,138	\$104,692
39	SUPERVISING TELEPHONE OPERATOR	8	\$49,462	\$50,451	\$51,586	\$52,747	\$54,066
40	SUPERVISOR OF CUSTOMER SVC	8	\$76,145	\$77,668	\$79,415	\$81,202	\$83,232
41	SUPERVISOR OF DATA PROC SYSTEMS & PROG	8	\$134,694	\$137,388	\$140,479	\$143,640	\$147,231
42	SUPERVISOR OF DATA PROCESSING OPER	8	\$86,865	\$88,603	\$90,596	\$92,635	\$94,950
43	SUPERVISOR OF SR. CITIZENS ACTIV	8	\$74,924	\$76,423	\$78,142	\$79,900	\$81,898
44	SUPERVISOR TRAFFIC MAINTENANCE	8	\$79,475	\$81,065	\$82,889	\$84,754	\$86,873
45	SUPT WTS MEAS & CONS PROTECT	8	\$79,352	\$80,939	\$82,760	\$84,622	\$86,738
46							
47							
48	SUPERVISOR 2	PLEASE REFER TO THE RESOURCE CENTER / ONE STOP SALARY GUIDE					

APPENDIX C

	2019	2020	2021	2022	2023
HIRED PRIOR TO 10/26/10 WITH HOLIDAY PAY (6 STEP SCALE)					
SUPERVISING JUVENILE DETENTION OFFICER	8 38,1152	\$79,279	\$86,875	\$92,684	\$96,656
SPVNG PUBLIC SAFETY TELECOMMUNICATOR	8.4 41,0925	\$89,746	\$96,541	\$99,601	\$103,099

	2019	2020	2021	2022	2023
HIRED AFTER 10/26/10 BUT BY 9/28/15 WITH HOLIDAY PAY (NO STEP SCALE)					
SUPERVISING JUVENILE DETENTION OFFICER	8 34,8816	\$72,359	\$76,5792	\$79,372	\$81,783
SPVNG PUBLIC SAFETY TELECOMMUNICATOR	8.4 37,0240	\$80,860	\$84,7646	\$86,230	\$88,386

HIRED AFTER 9/28/15 (NO HOLIDAY PAY)

SPVG JUVENILE DETENTION OFFICER	8 31,8167	\$66,178	\$32,4530	\$67,502	\$33,1832	\$69,020	\$70,573	\$34,7781	\$72,338
SPVG PUBLIC SAFETY TELECOMMUNICATOR	8.4 34,1051	\$74,485	\$34,7872	\$75,975	\$35,5699	\$77,684	\$36,3702	\$79,432	\$81,418

******* PURSUANT TO THE CONTRACT SPVG JDO WILL MAKE \$1,000 ABOVE THE TOP PAID SR. JUVENILE DETENTION OFFICER WHEN APPOINTED**

APPENDIX D

N.J. Stat. § 34:11D-1

This section is current through New Jersey 219th First Annual Session, L. 2020, c. 155, and J.R. 6

LexisNexis® New Jersey Annotated Statutes > Title 34. Labor and Workers' Compensation (Chs. 1 — 21) > Chapter 11D. Sick Leave (§§ 34:11D-1 — 34:11D-13)

§ 34:11D-1. Definitions relative to earned sick leave

For the purposes of this act:

"Benefit year" means the period of 12 consecutive months established by an employer in which an employee shall accrue and use earned sick leave as provided pursuant to section 2 [C.34:11D-2] of this act, provided that once the starting date of the benefit year is established by the employer it shall not be changed unless the employer notifies the commissioner of the change in accordance with regulations promulgated pursuant to this act. The commissioner shall impose a benefit year on any employer that the commissioner determines is changing the benefit year at times or in ways that prevent the accrual or use of earned sick leave by an employee.

"Certified Domestic Violence Specialist" means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals.

"Child" means a biological, adopted, or foster child, stepchild or legal ward of an employee, child of a domestic partner or civil union partner of the employee.

"Civil union" means a civil union as defined in section 2 of P.L. 2006, c. 103 (C.37:1-29).

"Commissioner" means the Commissioner of Labor and Workforce Development.

"Department" means the Department of Labor and Workforce Development.

"Designated domestic violence agency" means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.

"Domestic or sexual violence" means stalking, any sexually violent offense, as defined in section 3 of P.L. 1998, c. 71 (C. 30:4-27.26), or domestic violence as defined in section 3 of P.L. 1991, c. 261 (C. 2C:25-19) and section 1 of P.L. 2003, c. 41 (C. 17:29B-10).

"Domestic partner" means a domestic partner as defined in section 3 of P.L. 2003, c. 246 (C. 26:8A-3)

"Employee" means an individual engaged in service to an employer in the business of the employer for compensation. "Employee" does not include an employee performing service in the construction industry that is under contract pursuant to a collective bargaining agreement, or a per diem health care employee, or a public employee who is provided with sick leave with full pay pursuant to any other law, rule, or regulation of this State.

"Employer" means any person, firm, business, educational institution, nonprofit agency, corporation, limited liability company or other entity that employs employees in the State, including a temporary help service firm. In the case of a temporary help service firm placing an employee with client firms, earned sick leave shall accrue on the basis of the total time worked on assignment with the temporary help service firm, not separately for each client firm to which the employee is assigned. "Employer" does not

APPENDIX D

N.J. Stat. § 34:11D-1

include a public employer that is required to provide its employees with sick leave with full pay pursuant to any other law, rule or regulation of this State.

"Family member" means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

"Health care professional" means any person licensed under federal, State, or local law, or the laws of a foreign nation, to provide health care services, or any other person who has been authorized to provide health care by a licensed health care professional, including but not limited to doctors, nurses and emergency room personnel.

"Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee's spouse, domestic partner, or civil union partner, or a person who stood in loco parentis of the employee or the employee's spouse, domestic partner, or civil union partner when the employee, spouse or partner was a minor child.

"Per diem health care employee" means any:

(1) health care professional licensed in the State of New Jersey employed by a health care facility licensed by the New Jersey Department of Health;

(2) any individual that is in the process of applying to the New Jersey Division of Consumer Affairs for a license to provide health care services who is employed by a health care facility licensed by the New Jersey Department of Health; or

(3) any first aid, rescue or ambulance squad member employed by a hospital system.

An employee listed in paragraphs (1), (2), and (3) of this definition shall be considered a per diem health care employee if that employee:

(1) works on an as-needed basis to supplement a health care employee, or to replace or substitute for a temporarily absent health care employee;

(2) works only when the employee indicates that the employee is available to work, and has no obligation to work when the employee does not indicate availability; and

(3) either:

(a) has the opportunity for full time or part time employment in their scope of practice under that healthcare provider which offers paid time off benefits greater in length than provided under this act under the terms of employment; or

(b) has waived earned sick leave benefits as provided under this act under terms of employment for alternative benefits or consideration.

"Per diem health care employee" shall not include any individual who is certified as a homemaker-home health aide.

"Retaliatory personnel action" means denial of any right guaranteed under this act and any threat, discharge, including a constructive discharge, suspension, demotion, unfavorable reassignment, refusal to promote, disciplinary action, sanction, reduction of work hours, reporting or threatening to report the actual or suspected immigrant status of an employee or the employee's family, or any other adverse action against an employee.

"Sibling" means a biological, foster, or adopted sibling of an employee.

"Spouse" means a husband or wife.

APPENDIX D

N.J. Stat. § 34:11D-1

History

L. 2018, c. 10, § 1, eff. Oct. 29, 2018.

Annotations

Notes

Publisher's Notes

The bracketed material was added by the Publisher to provide a reference.

Effective Dates

Section 12 of L. 2018, c. 10 provides: "This act shall take effect on the 180th day next following enactment." Chapter 10, L. 2018, was approved on May 2, 2018.

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End of Document

APPENDIX D

N.J. Stat. § 34:11D-3

This section is current through New Jersey 219th First Annual Session, L. 2020, c. 155, and J.R. 6

LexisNexis® New Jersey Annotated Statutes > Title 34, Labor and Workers' Compensation (Chs. 1 — 21) > Chapter 11D, Sick Leave (§§ 34:11D-1 — 34:11D-13)

§ 34:11D-3. Permitted usage of earned sick leave

a. An employer shall permit an employee to use the earned sick leave accrued pursuant to this act for any of the following:

- (1) time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- (2) time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- (3) absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
- (4) time during which the employee is not able to work because of:
 - (a) a closure of the employee's workplace, or the school or place of care of a child of the employee by order of a public official or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency;
 - (b) the declaration of a state of emergency by the Governor, or the issuance by a health care provider or the Commissioner of Health or other public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;
 - (c) during a state of emergency declared by the Governor, or upon the recommendation, direction, or order of a healthcare provider or the Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or
- (5) time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

b. If an employee's need to use earned sick leave is foreseeable, an employer may require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, an

N.J. Stat. § 34:11D-3

employer may require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement. Employers may prohibit employees from using foreseeable earned sick leave on certain dates, and require reasonable documentation if sick leave that is not foreseeable is used during those dates. For earned sick leave of three or more consecutive days, an employer may require reasonable documentation that the leave is being taken for the purpose permitted under subsection a. of this section. If the leave is permitted under paragraph (1) or (2) of subsection a. of this section, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation. If the leave is permitted under paragraph (3) of subsection a. of this section because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence. If the leave is permitted under paragraph (4) of subsection a. of this section, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.

c. Nothing in this act shall be deemed to require an employer to provide earned sick leave for an employee's leave for purposes other than those identified in this section, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in this section. An employer may provide an offer to an employee for a payment of unused earned sick leave in the final month of the employer's benefit year. The employee shall choose, no later than 10 calendar days from the date of the employer's offer, whether to accept a payment or decline a payment. If the employee agrees to receive a payment, the employee shall choose a payment for the full amount of unused earned sick leave or for 50 percent of the amount of unused earned sick leave. The payment amount shall be based on the same rate of pay that the employee earns at the time of the payment. If the employee declines a payment for unused earned sick leave, or agrees to a payment for 50 percent of the amount of unused sick leave, the employee shall be entitled to carry forward any unused or unpaid earned sick leave to the proceeding benefit year as provided pursuant to subsection a. of section 2 [C.34:11D-2] of this act. If the employee agrees to a payment for the full amount of unused earned sick leave, the employee shall not be entitled to carry forward any earned sick leave to the proceeding benefit year pursuant to subsection a. of section 2 of this act.

d. If an employer foregoes the accrual process for earned sick leave hours pursuant to subsection a. of section 2 [C.34:11D-2] of this act and provides an employee with the full complement of earned sick leave for a benefit year on the first day of each benefit year, then the employer shall either provide to the employee a payment for the full amount of unused earned sick leave in the final month of the employer's benefit year or carry forward any unused sick leave to the next benefit year. The employer may pay the employee the full amount of unused earned sick leave in the final month of a benefit year pursuant to this subsection only if the employer forgoes, with respect to that employee, the accrual process for earned sick leave during the next benefit year. Unless an employer policy or collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement or other separation from employment, an employee shall not be entitled under this section to payment of unused earned sick leave upon the separation from employment.

e. Any information an employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.

History

APPENDIX D

Page 3 of 3

N.J. Stat. § 34:11D-3

L. 2018, c. 10, § 3, eff. Oct. 29, 2018; amended 2020, c. 17, § 1, eff. Mar. 25, 2020.

Annotations

Notes

Publisher's Notes

The bracketed material was added by the Publisher to provide a reference.

Effective Dates

Section 12 of L. 2018, c. 10 provides: "This act shall take effect on the 180th day next following enactment." Chapter 10, L. 2018, was approved on May 2, 2018.

Amendment Notes

2020 amendment, by Chapter 17, rewrote (4), which formerly read: "time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or."

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