

AGREEMENT

Between

CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS

and

P.B.A. LOCAL NO. 277  
SUPERIOR OFFICERS

JANUARY 1, 2003 to DECEMBER 31, 2007

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PREAMBLE

This Agreement entered into by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter called "COUNTY", and POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 277, SUPERIORS OFFICERS hereinafter called the "ASSOCIATION", has as its purpose the promotion of harmonious relations between the County and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the County and the Association.

ARTICLE I  
RECOGNITION

The County recognizes the P.B.A. Superior Officers, as the sole bargaining agent for the Captains and Lieutenants in the Camden County Sheriff's Department.

ARTICLE II  
CHECK-OFF

Section 1. The County agrees to deduct P.B.A. Local 277, Superior Officers membership dues each month from the pay of those employees who request in writing that such deductions be made. The amounts deducted shall be certified to the County by the Treasurer of P.B.A., and the aggregate deductions of all employees shall be remitted monthly to the Treasurer of P.B.A., together with a list of all employees for whom deductions were made.

Section 2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to P.B.A. and copy to the Treasurer of Camden County, and in accordance with the provisions of N.J.S.A. 52:14-15.9e, as may be amended. Such revocation shall be effective to all deductions as of January 1, or July 1, next succeeding the date of which such revocation is filled.

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

ARTICLE II-A  
AGENCY SHOP

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

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

ARTICLE III  
SENIORITY

Section 1. Seniority will be based first on the length of time in grade with permanent status and second by length of service with permanent status. Temporary and provisional time will not be included in any calculation of any seniority with the exception of longevity pay. With regard to all incidents of employment, seniority in the Department shall be one of the major facts considered, provided the employees involved has the ability to perform the work involved and/or the employee involved has the ability to perform the work involved. When bidding for promotion and/or job, or shift assignment, seniority shall be one of the major factors with regard to this procedure, provided the employee has ability to perform the work involved.

Section 2. An employee having broken service with the County (exclusive of leave of absence), shall not accrue seniority credit for the time when not employed by the County.

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

- a. If hired prior to January 1, 1976, seniority preference among such employees shall be determined by the order in which such employees are shown on the County's alphabetized payroll records.
- b. For employees hired on the same date after January 1, 1976, preference shall be given in accordance with Civil Service Rules and Regulations, and if not covered therein, then accordance with the employee's last name in alphabetical order.

Section 4. The County shall maintain an accurate, current seniority roster, containing each employee's date of hire, date of permanent status, classification, and pay rate, and shall furnish copies to the P.B.A. annually.

Section 5. When the Sheriff intends to fill vacant positions, (other than Civil Service regulated permanent appointments) seniority in the department shall be one of the major factors considered with regard to filling such positions, so long as the employee has ability to perform the job.

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ARTICLE IV  
WORK SCHEDULES

Section 1. The work schedule will be based on a forty (40) hour work week, and an (8) hour day. The work week shall commence at 12:01 a.m. Sunday and end at 12:00 Midnight Saturday.

Section 2. The tours of duty shall be established by the County, through the Sheriff, and the Sheriff shall have the right for efficiency of its operations, to make changes in starting and stopping time of the daily work schedule and to vary from the daily or weekly schedule. However, the regular starting time of work shifts will not be changed without notice to the affected superior officers and without having first discussed such changes and the needs for same with representatives of P.B.A. Local 277, Superior Officers, except that the Sheriff may change the regular starting time or stopping time of work shifts for the purpose of conducting tactical operations, including raids. This section shall not apply to call-in or overtime.

Section 3. Where the nature of the work involved requires continuous operations on a 24-hour per day, seven (7) days per week basis, employees will have their schedules arranged in a manner which will ensure, on a rotation basis, that all employees in a given title will insofar as practicable, have an equitable share of Saturdays and Sundays off, distributed equitable throughout the year.

Section 4. The regularly scheduled work week shall consist of five (5) consecutive days. Monday through Friday, inclusive, except for Superior Officers on continuous operations. Work schedules for Superior Officers on continuous operation shifts shall be arranged so as to provide at least four (4) days off within a given pay period of fourteen (14) days. This section will not be violated if a Superior Officers' supervisor asks him to work on his days off.

Section 5. One Hundred and Forty-four (144) hours notice shall be given to an employee to transfer to another shift or position.

ARTICLE V  
OVERTIME

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

Section 2. Overtime shall be paid in cash for all employees.

Section 3. For the purpose of this article, the work week shall be defined as commencing at 12:01 a.m. on Sunday and ending at 12:00 Midnight the following Saturday.

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Section 4. Time and one-half the employee's hourly rate of pay shall be paid for work under the following conditions, including shift differential, if any:

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

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

c. Those employees whose regular scheduled shift requires them to work a holiday shall receive time and one-half for the hours worked on the holiday in addition to the regular days pay.

Section 5. Double time the employee's regular rate of pay (including shift differential, if any) shall be paid for work performed beyond the 16<sup>th</sup> consecutive hour, and such overtime payment shall include shift differential, if any be applicable.

Section 6. Overtime shall be paid currently or not later than the second pay period after the overtime is performed.

Section 7. Any employee who is required to work during periods other than his regularly scheduled shift shall be paid at the overtime rates including shift differential, if any.

Section 8. Overtime shall be distributed according to seniority, with a list to be maintained by the supervisor. Acceptance or rejection of overtime will cause the employee's name to be placed at the bottom of the list. Assignments of overtime shall be on a rotating basis. Employees may be required to work a reasonable amount of overtime.

Section 9. The County may eliminate positions for economy reasons subject to Civil Service Rules and Regulations.

Section 10. Employees may choose to covert Administrative Time to Compensatory Time at the end of each year in lieu of cash payment for same.

Section 11. Employees may choose to take his/her holiday pay in cash or compensatory time. This option may be exercised on January 1<sup>st</sup> and June 1<sup>st</sup> of each contract year.

Section 12. When the Sheriff changes the starting time or stopping time of the work shift for the purpose of conducting tactical operations, including raids, the other than normal shift hours worked will be paid at straight time and will include appropriate shift differential for hours worked during the respective premium shift. The officer's shift starting and ending time will be adjusted to make up a continuous eight hour shift.

Section 13. The Sheriff agrees to credit each officer within the unit with 15 minutes of compensatory time per day in recognition of these officers' early reporting time. Any such compensatory time accumulated pursuant to this early reporting time must be utilized within one year of its accrual and cannot be cashed in.

ARTICLE VI  
CALL-IN-TIME

Section 1. Any employee who is required to and returns to work during periods other than his regularly scheduled shift, shall be paid at the appropriate rate, plus shift differential, and be guaranteed not less than two (2) hours pay, regardless of the number of hours actually worked. If the employee's call-in time work assignment and his regular shift overlap, he shall be paid time and one-half for that period worked prior to the regular shift; therefore, for the balance of his regular work shift, he shall be paid the prevailing rate.

Section 2. Notwithstanding the minimum guarantee provisions of Section 1, a call-in minimum guarantee of four (4) hours of compensatory time will be provided for employees who are required to attend staff meetings during periods other than their regularly scheduled shift.

ARTICLE VII  
RATE OF PAY

Section 1. Wage Increases

a. The specific annual salary shall be:

|  | 2003   | 2004   | 2005   | 2006   | 2007    |
|--|--------|--------|--------|--------|---------|
| Lieutenant                             | 75,026 | 78,102 | 81,226 | 84,475 | 87,854  |
| Lieutenant after 22 years in PFRS/PERS | 80,278 | 83,569 | 86,912 | 90,389 | 94,004  |
| Captain                                | 79,983 | 83,262 | 86,593 | 90,056 | 93,659  |
| Captain after 22 years in PFRS/PERS    | 85,582 | 89,091 | 92,654 | 96,360 | 100,215 |

Section 2. Any Superior Officer who performs work in a higher paid classification than his own shall be certified by the Sheriff of Camden County and shall receive pay for such work after he has performed this work for three (3) consecutive weeks spending more than 50% of his time on the new job. Superior Officers undergoing on-the-job training will not be considered as performing work on a higher paid classification. Such on-the-job training will not exceed twelve (12) consecutive weeks. Any Superior Officer undergoing on-the-job training will not be paid at the rate of his own classification.

Section 3. An employee shall be paid at the rate of pay for his own classification when performing work in a lower-paid classification.

Section 4. During the term of this Agreement, the pay scales will not be reduced unless by mutual consent of the parties of this Agreement.

Section 5. Hazardous duty pay is eliminated effective pay period one of 1997.

#### ARTICLE VIII SHIFT DIFFERENTIAL

There will be a shift differential of six (6%) percent for those employees working the second shift and eight (8%) percent differential for the employees working the third shift.

#### ARTICLE IX HOLIDAYS

Section 1. The following holidays are recognized as paid holidays for the years of 2003, 2004, 2005, 2006 and 2007:

New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Employee's Birthday, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Christmas Day.

Section 2. Holidays which fall within an employee's vacation shall be celebrated at the employee's option on a day other than the actual day of paid holiday, either prior to or immediately following his vacation.

Section 3. Employees assigned to a five (5) day week (Monday-Friday) will celebrate holidays which fall on Saturdays on the preceding Friday; those which fall on Sunday will celebrate the holiday on the following Monday. All other employees will celebrate the holiday on the day that it falls.

Section 4. When the Board of Chosen Freeholders declare, by formal action, a day off for all County employees, those employees who are required to work such day shall be given a compensatory day off within a reasonable time after such formal action. This provision has no applicability when holidays are declared or granted pursuant to contracts with other representatives, associations or unions.

Section 5. In addition to the above, each employee covered by this Agreement will receive six (6) personal days, provided not less than seventy-two (72) hours notice is given by the employee to his or her supervisor of that fact. Personal days may be requested provided such request does not unreasonably interfere with the operation of the Department and such requests are subject to the approval and authorization of the Department. If such days are not used during any given year, said employee will be compensated for the days not taken at his or her prevailing hourly rate of pay. Authorization for personal days requires the approval of the Sheriff or his designated representative in charge of the Department, and such authorization must be based upon

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the needs of the Department so that personal days do not unreasonably interfere with the operations of the Department.

Section 6. Subject to approval of the Sheriff or his designee, employees may have the option of taking compensatory time in lieu of cash payment for all holiday pay.

Section 7. Officers will be scheduled off on their birthdays except when specifically authorized to work by the Sheriff or his designee when operational needs dictate. If an officer is not authorized to work, he or she will receive only straight time for that day.

#### ARTICLE X FRINGE BENEFITS

Section 1. All employees covered by this Agreement shall receive compensation for mileage of twenty-two cents (.22) per mile when using their personal motor vehicle in conjunction with their employment duties.

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

Section 3. Payment by voucher for college credits earned in job related subjects will be made upon satisfactory completion of the course(s) and official documentation thereof. The County will pay ten (\$10) dollars per credit hour as specified. The definition of a job related subject is to be determined by the Sheriff.

Section 4. Effective 1997, there shall be an educational incentive stipend of \$500 for those unit members with a bachelor's degree and \$1,000 for those unit members with a master's degree. Effective January 1, 2002, there shall be an education incentive stipend of \$250.00 for those unit members with an Associates Degree. Said stipend shall be added to the officer's base salary but will not be subject to the annual increase in Article VII, Section 1.

#### Section 5. Uniforms

a. The County will advertise for bids concerning new uniforms pursuant to the specifications for uniforms submitted by the employee heretofore, which specifications are incorporated herein by reference. Said uniforms will be full issued to all employees except process officers on need basis as determined by the Sheriff.



b. The County will promptly furnish uniforms needed by the employees or replacements for existing uniforms of said employees pending the full issue of new uniforms which have been advertised for bids as stated aforesaid.

c. Worn uniforms are to be promptly replaced by the County upon a determination being made to that effect by shift commander.

d. Any uniforms destroyed by an employee while working within the scope of his employment are to be replaced by the County within fifteen (15) days after being notified of such destruction and requested replacement.

e. The existing uniforms stated in section 5(b) aforesaid are as follows:

| Summer                        | Winter                        | Miscellaneous  |
|-------------------------------|-------------------------------|----------------|
| 5 short-sleeve shirts/blouses | 5 long-sleeved shirts/blouses | 1 breast badge |
| 3 summer trousers/skirts      | 3 winter trousers/skirts      | 1 hat badge    |
| 1 hat                         | 1 coat-all weather            | 1 C.C.S.D.     |
| 1 foul weather raincoat       | 1 hat                         | 2 name plates  |
| 1 hat cover                   | 3 ties                        | 1 I.D. card    |

f. The Sheriff reserves the right to select the style of the aforementioned uniforms.

Section 6. The County may continue self-insurance or place its insurance coverage with an insurance carrier, so long as substantially similar benefits as exist under the 1979 Contract are provided. In the event the County decides to change insurance carriers or programs, the County will notify and consult with the Association prior to such change. Coverage shall be in accordance with Appendix A of this agreement.

Section 7. Any employee on injury leave, resulting from injury on duty, shall continue to accrue sick leave and vacation credits while his name remains on the payroll.

Section 8. Each employee has the option to sell accumulated compensatory time to the County at the end of each quarter in any given year, provided such employee furnished the County with written notice exercising said option not less than two (2) weeks prior to the end of such quarter.

Section 9. Effective January 1, 1999, the County shall pay to PBA Local 277 Superior Officers \$245 per employee for the Health and Welfare plan of the PBA. Effective January 1, 2001, the County shall pay to P.B.A. Local 277 Superior Officers \$395 per employee per year for the purpose of a Health and Welfare plan to be established and administered by the P.B.A. The P.B.A. will furnish an audited report by June 30<sup>th</sup> of each year of this agreement. Effective January 1, 2002, said amount shall increase by \$150.00 to \$545.00; and shall be increased to \$650 as of January 1, 2004 and shall be increased to \$775 as of January 1, 2005.

Section 10. Superior Officers shall receive the sum noted below for maintenance of all uniforms, which shall be prorated according to the actual number of weeks worked.

- a. 2002 will be \$850.00

Section 11. The County has implemented the terms of the New Jersey Temporary Disability Program for all employees effective January 1, 1993.

#### ARTICLE XI PERSONNEL REGULATIONS

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

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

Section 3. In addition to the aforesaid evaluation each new employee will be evaluated every thirty (30) days during his probation period in accordance with the Civil Service Rules and Regulations.

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

#### ARTICLE XII SICK LEAVE WITH PAY

Section 1. Permanent and full-time temporary employees in the bargaining unit shall be entitled to the following sick leave of absence with pay:

- a. One working day sick leave with pay each month of service from the date of permanent appointment up to and including December 31, next following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. Part-time permanent employees shall be entitled to sick leave on a prorated basis. If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean the absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the

usual duties of his position, or exposure to a contagious disease, or a short period of emergency attendance with a member of his immediate family requiring the employee's presence; immediate family is defined in Section 2 hereinafter.

b. If any employee is absent for three (3) consecutive working days for any of the aforesaid reasons, the County may require acceptable certificate on a prescribed form. The nature of the illness and length of time the employee was or will be absent may be stated on the doctor's certificate.

c. At the discretion of the supervisor, the employee seeking sick leave may be required to submit medical evidence acceptable to said supervisor. As provided by Civil Service regulations, if sick leave is not approved, the time involved during which the employee was absent shall be charged to his vacation credit, if any, provided the employee agrees. Otherwise, he will suffer loss of his pay for such unauthorized time. However, the foregoing shall not be utilized to violate the letter, spirit or intent of Article XIX, Maintenance of Operation, of this Agreement.

d. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave aforesaid will notify his supervisor by telephone or personal message at least one hour prior to the beginning hour.

e. The total years of service after permanent appointment of any employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available, and shall be granted and governed in accordance with prevailing Civil Service Rules and Regulations during this Agreement.

Section 2. Immediate family, for the purpose of this Article is defined as:

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

Section 3. An employee retiring from the County with 10 or more years of service will receive payment for 50% of all accumulated sick leave hours at the employee's hourly rate which will be added to the employee's basic rate. The employee will give the County at least 12 months notice of his intent to retire and the sick leave amount will be divided over the last year's bi-weekly payments. Employees retiring in 1994 will have

the payments spread over their remaining checks and their retro-active salary payments. When an employee notifies the County of his intent to retire he will sign an agreement that should he change his plans it will be understood that the amount paid him will decrease his accumulated sick time accordingly. Effective January 1, 2002 the above 50% in this section 3 will increase to 60%.

Section 4. Effective January 1, 1996, employees who do not use sick time in any calendar quarter of the year shall earn one (1) additional vacation day for each quarter where there is no sick time used. Employees who use no sick time at all during any calendar year shall earn a total of five (5) additional vacation days for that year. Additional vacation days earned shall be credited to the employee's account as of January 1<sup>st</sup> of the following year. All vacation leave taken in that year shall be initially charged against their additional earned vacation leave, and then against earned vacation leave pursuant to Article XV. No employee shall be entitled to earn additional vacation time in any quarter if during that calendar year the employee used 15 days of sick leave, unless that sick leave used in conjunction with a hospital stay of three (3) days or more. Additional vacation time earned must be used within two (2) years of its being credited or it will be lost.

#### ARTICLE XIII LEAVE OF ABSENCE

Section 1. Civil Service – Leave of Absence for permanent employees shall be granted as provided in Civil Service Statutes, Rules and Regulations except as otherwise set forth herein.

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

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

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

a. Commanded to appear as a witness and not a party before a court, legislative committee, or judicial or quasi-judicial body. Said employee may retain any stipend received for such appearance.



b. Performing emergency civilian duty in relation to National Defense or other emergency when so directed by the Governor of the State of New Jersey or the President of the United States.

c. Performing Honor Guard duties at the direction of the Sheriff.

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

Section 6. Official Duties – Officers of P.B.A. will be given leaves of absence with pay to perform official duties of P.B.A. subject to the following:

a. Provided such activities relate to employment.

b. Provided the Sheriff is given not less than seven (7) days notice of such intended leave, if possible. If less than seven (7) days notice is given, it shall be necessary for P.B.A. to show that seven (7) days notice could not be given.

c. Provided the names of shop stewards are contained on the list furnished by P.B.A. to the Sheriff.

d. Excused P.B.A. Officers not to exceed five (5) in number.

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

Section 7. Maternity Leave – A request for such leave will be made in writing no later than the third (3<sup>rd</sup>) month). Except for reasons of health or inability to perform her job, the pregnant employee will be permitted to work provided the attending physician approves and so advised in writing. Such employee will 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 month period will be granted upon presentation of a doctor's certificate setting forth the necessity therefore.

#### ARTICLE XIV FUNERAL LEAVE

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

a. Seven (7) days in case of death of a spouse, child, step child in the household, mother or father, brother or sister.

b. Three (3) days in case of death of grandmother, grandfather, mother-in-law or father-in-law.

c. Two (2) days in case of death of brother-in-law or sister-in-law.

ARTICLE XV  
VACATIONS

Section 1. Permanent full-time employees in the county Sheriff's Department will be entitled to the following annual vacation will pay:

a. During the employee's first year of employment, he/she will receive one working day per-month of service. From the commencement of the second year, to the completion of the fifth year, 12 working days. From the commencement of the sixth year, to the completion of the 12<sup>th</sup> year, 15 working days. From the commencement of the 13<sup>th</sup> year, to the completion of the 20<sup>th</sup> year, 20 working days. Effective December 31, 2002 from the commencement of the 21<sup>st</sup> year and thereafter, 23 working days. From the commencement of any year will be the anniversary hire date of the individual employee for computation purposes. Temporary full-time employees in the County service shall be entitled to vacation leave to the same extent such leave is provided for permanent employees. Permanent part-time employees shall receive vacation leave on a pro-rated basis in accordance with the above schedule; employees on a daily or seasonal basis are not eligible for vacation leave.

Section 2. Vacation leave should be taken during the current calendar year, and reasonable efforts will be made to give the employee the time of his choosing unless the Sheriff at his sole discretion, determines that the vacation cannot be taken because of the pressure of work. Any unused vacation resulting from the pressure of work as determined by the Sheriff may be carried forward into the next succeeding year only, and will be scheduled by the Sheriff to be taken in the next succeeding year. If the vacation cannot be taken in the second year because of the pressure of work, the employee will be paid for his vacation time at his then current rate of pay.

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

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

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



Section 6. (a) Vacation requests based on seniority shall be submitted between March 1 and March 15 of each year for the time period from April 1 to March 31 of the subsequent year, but commencing March 16 of each year seniority does not apply to any additional vacation requests made after March 16 of each year. The only reasons to deny a vacation request would be because (1) a sheriff officer would not have enough seniority to obtain the vacation he or she wanted, (2) because a more senior officer has already selected that time, or (3) because of minimum written manpower requirements.

(b) After vacation time has been approved and scheduled, it shall not be revoked for any reason, except in emergencies; an emergency does not include requiring the use of other Sheriff's Officers or Sergeants to work overtime.

#### ARTICLE XVI WORK RULES

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

Section 2. No temporary employee will be placed in a position of command at any time except during an emergency.

#### ARTICLE XVII GRIEVANCES

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

Section 2. Grievance

a. The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of this agreement, any County policy governing P.B.A., or any administrative decision affecting any member or members of P.B.A., including all minor discipline of suspension of five (5) days or less. All other suspensions of six (6) days or greater (major disciplinary) will be handled under the present provision of civil service and statutory requirements and will not be processed under the grievance procedure.

b. Captains and Lieutenants covered by this Agreement may use this procedure.



c. An aggrieved party is an employee, group of employees, or the P.B.A., who may submit a grievance or on whose behalf a grievance is submitted.

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

Section 4. Step One

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

Section 5. Step Two – Sheriff

a. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and general statement of the grievance and redress sought by the aggrieved party. The Sheriff or his representative will acknowledge receipt of the grievance in writing.

b. The aggrieved or the PBA shall institute action under subsection (a) above within thirty (30) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved party and the Sheriff or Sheriff's representative for the purpose of resolving the matter informally. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance.

c. An employee or group of employees may submit a grievance which effects them personally and shall submit same to the Sheriff or Sheriff's representative through the PBA.

d. The Sheriff or the Sheriff's representative shall respond in writing to the PBA and grievant within fourteen (14) calendar days from receipt of the written grievance as to each grievance received.

Section 6. Step Three – Camden County

a. The Sheriff or Sheriff's representative shall respond in writing within fourteen (14) calendar days as to each grievance received, and the written response shall be received within the fourteen (14) calendar days by the PBA and grievant (if the grievant files the grievance without PBA representation). If an aggrieved party is not satisfied with the written response of the Sheriff or Sheriff's representative, then the aggrieved party may submit the grievance to the Camden County Labor Relations Committee or the hearing officer appointed by the County to hear the grievances.

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Whether the grievance goes to the Camden County Labor Relations Committee or the hearing officer, is a decision to be made by the County. If there is no response received from the Sheriff or the Sheriff's representative within fourteen (14) calendar days after receipt of the written grievance by the Sheriff in Step Two, then the aggrieved party may submit the grievance to the Camden County Labor Relations Committee, when applicable, or to the hearing officer, appointed by the County to hear grievances or resort to other legal rights available to the aggrieved party.

b. The Camden County Labor Relations Committee, when applicable, or the hearing officer appointed by the County; shall, upon request of the aggrieved party, hear the grievance within thirty (30) calendar days of the grievance being submitted to the Camden County Labor Relations Committee or the hearing officer. The Camden County Labor Relations Committee, when applicable, or the hearing officer appointed by the County, shall deliver to the Sheriff and the PBA and the grievant within fourteen (14) calendar days from the date of the hearing, a written decision setting forth the County's position.

#### Section 7. Step Four – Arbitration

7a. If the aggrieved party or the Sheriff or the County is not satisfied with the decision of the County pursuant to Step Three in Section 6, or if no written decision is received by the PBA within forty-four (44) calendar days of the grievance being submitted to the County in Step Three, then the PBA or the County or the Sheriff may request the appointment of an arbitrator through the Public Employment Relations Commission ("PERC"), with such request to be made known to the Sheriff no later than forty-four (44) calendar days after the County's decision has been received by the PBA, as set forth in Step Three above, or 44 calendar days after the due date of the decision that was due in Step Three above.

7b. The PBA may skip Step Three (Section 6) and not proceed to the Camden County Labor Relations Committee or the hearing officer appointed by the County, but after Step Two (the Sheriff), the PBA may proceed directly to arbitration through PERC to expedite a grievance.

7c. In the selection of an arbitrator, the parties will make a unilateral or joint request to PERC and will be bound by the rules, regulations and procedures of PERC in the selection of an arbitrator.

7d. No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision referred to in Section 6 above. If the PBA or the aggrieved elects to pursue legal remedies provided under Civil Service, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

7e. The cost of services of the arbitrator shall be borne equally between the PBA and the County.

7f. The arbitrator will be bound by the provisions of this Agreement and the Constitution and the Laws of the State of New Jersey and of the United States of America and be restricted to the application of facts and issues submitted to him/her involving the grievance and shall consider it and nothing else. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding upon the parties.

7g. The Sheriff and the PBA will receive copies of the arbitrator's written decision.

Section 8. Miscellaneous

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

b. The failure at any stage of the aforesaid procedures to appeal a grievance to the next stage within the specified time limits shall be deemed to be an acceptance of the decision rendered at that stage.

c. Employees will, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the County until such grievance shall have been fully determined.

d. Any aggrieved person may be represented at all formal steps of the grievance procedure by himself or, at his option, by a representative selected or approved by the P.B.A. Local 277, and/or an attorney.

ARTICLE XVIII  
EQUAL TREATMENT

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

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

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ARTICLE XIX  
MAINTENANCE OF OPERATIONS

Section 1. 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 in whole or in part from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out, or their illegal job action against the County. The Union agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slow-down, walk-out, or job action, it is covenanted and agreed that participation in any such activity by any Union member may be deemed grounds for termination of employment of such employee or employees.

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

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

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

ARTICLE XX  
MANAGEMENT RIGHTS

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

a. The executive management and administrative control of the 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.

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b. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.

c. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

d. To hire all employees and subject to the provision of law, to determine their qualifications and conditions of continued employment or assignments, and to promote and transfer employees.

e. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

f. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non productive.

g. The 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.

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

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

#### ARTICLE XXI MISCELLANEOUS

Section 1. Legal Defense as provided or required by law, the County agrees to provide legal defense for employees covered under this Agreement in any action or legal proceeding arising out of or incidental to the employee's performance of his duties other than for defense in a disciplinary proceeding instituted against him by the County or in a criminal proceeding instituted by or on complaint by the County.

Section 2. Pension Deduction. 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.

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Section 3. Paychecks will be available as of 3:30 p.m. Thursday in each pay week for employees covered by this Agreement.

Section 4. All Sections of this Agreement, except those Sections specifically with an effective date inserted in a particular Section, shall be retroactive to the beginning of the contract term of January 1, 2003, for all retirees, Lieutenants and Captains who were promoted, retired, current employees and those employees who were terminated. All provisions of this Agreement shall be for the benefit of all employees who at any time were covered by this contract, including any and all employees who are promoted, retired, or terminated for any reason. For example, if a Lieutenant was employed any time on or after January 1, 2003, and if any Lieutenant who was employed any time after January 1, 2003, retires, resigns, is terminated, or is promoted any time on or after January 1, 2003, then that Sergeant will receive the retroactive benefits from January 1, 2003 through his termination date, retirement date, transfer date, promotion date, etc.

Section 5. The retroactive payments for salaries, overtime, etc., and implementing of the revised medical benefits shall be within thirty (30) days of the full execution and ratification of this Collective Bargaining Agreement for 2003 through 2007.

Section 6. In the event that the Camden County Sheriff's Department would absorb or merge with any other law enforcement agency, those non-Sheriff's Department officers who become employed by the Sheriff's Department will not bring with them any seniority for job bidding purposes.

#### ARTICLE XXII GENERAL PROVISIONS

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

#### ARTICLE XXIII COMMUNICABLE DISEASE

Any superior officer who shall suffer from a serious communicable disease related to HIV, Hepatitis B, or other blood borne disease, shall be treated as though the disease was contracted on the job, pending verification using police incident reports.

#### ARTICLE XXIV RETROACTIVE BENEFITS

Pursuant to Arbitrator Howard Edelman's decision, all benefits shall be applied retroactively to all superior officers who left the Department for any reason other than discharge for cause.

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ARTICLE XXV  
FULLY BARGAINED AGREEMENT

All other language as found in the agreement between the County and the Association on January 1, 2003 to December 31, 2007 not modified or removed by this Memorandum of Agreement shall be retained in full force and effect.

ARTICLE XXVI  
MEDICAL BENEFITS

Section 1. The County will provide a health insurance plan paid for by the County with benefits substantially similar to those that existed under the 1979 contract, except as provided below. The County may continue self-insurance or place its insurance with an insurance carrier, so long as substantially similar benefits are maintained, and provided further that in the event that the County decides to change insurance carrier programs, the County notifies and consults with the P.B.A. prior to such change.

(a1) The prescription co-pay should be \$4.00 for name brand prescription drugs. Effective upon the signing of this agreement, the prescription co-pay shall be five dollars (\$5.00) for name brand prescription drugs, and two dollars (\$2.00) for generic and mail in prescriptions. However, after the purchase of three (3) months of maintenance prescription drugs, a prescription co-pay of seven dollars (\$7.00) shall be applicable for all such maintenance prescription drugs not ordered through the available mail-in procedures. The decision of the County to require a seven dollar (\$7.00) co-pay shall be appealable through the grievance procedure.

(a2) Beginning within thirty (30) days after all parties to this Agreement have signed and executed this Agreement, but no sooner than September 1, 2005, prescription co-pay shall be as follows:

| Base Salary as of January 1 each Year | Co-Pay  |
|---------------------------------------|---|
| \$30,000 to \$50,000                  | \$6 Brand Name (retail or mail order)<br>\$2 Generic (retail or mail order)<br>\$7 For any maintenance drug if not in mail order after 3 months   |
| \$50,000 to \$70,000                  | \$8 Brand Name (retail or mail order)<br>\$4 Generic (retail or mail order)<br>\$10 For any maintenance drug if not in mail order after 3 months  |
| Over \$70,000                         | \$11 Brand Name (retail or mail order)<br>\$6 Generic (retail or mail order)<br>\$10 For any maintenance drug if not in mail order after 3 months |

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(a3) Beginning within thirty (30) days after all parties to this Agreement have signed and executed this Agreement, but no sooner than September 1, 2005, for any drug that the employer's third party administrator (TPA) deems excessively expensive and has a less expensive brand name equivalent, the employee will pay an extra \$15 co-pay in addition to the relevant co-pay. The TPA will publish a list of such medications once a year.

(a4) Beginning within thirty (30) days after all parties to this Agreement have signed and executed this Agreement, but no sooner than September 1, 2005, all employees in the Traditional Indemnity Plan will be automatically enrolled into the PPO or one of the offered HMO's. Upon retirement, the employee may switch back to the Traditional Indemnity Plan if he/she moves to an area not covered by the PPO or the offered HMO's.

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

(c) Employees are encouraged to utilize the services of "Preferred Providers". The County will be responsible for designating such "Preferred Providers". This program is strictly voluntary and shall not reduce the level of benefits currently provided pursuant to the County's self-insured health benefit program.

1. Employees will be advised by the County of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one (1) full year.

2. Certain other "Preferred Providers" as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.

3. Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in an HMO program.

(d) In the event any participant covered by the County's self-insured health program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted, the County will only pay for fifty (50%) percent of total cost of said surgery and all related treatment and services. Participants contemplating elective surgery, which requires a second opinion, must contact the

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administrator of the County's self-insured benefits program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

#### ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
2. Cataract Removal
3. Hemorrhoidectomy
4. Herniorrhaphy
5. Hysterectomy
6. Knee Surgery
7. Spinal & Vertebral Surgery
8. Ligation & Stripping of Varicose Veins
9. Mastectomies or other Breast Surgery
10. Prostatectomy
11. Submucous Resection
12. Tonsillectomy and/or Adenoidectomy
13. D&C (Dilation and Curettage)

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

#### PROCEDURES WHICH MUST BE PERFORMED ON AN OUTPATIENT BASIS

1. Tonsillectomy and/or Adenoidectomy
2. Cataract Removal
3. D&C (Dilation and Curettage)
4. Hemorrhoidectomy
5. Herniorrhaphy
6. Hysterectomy
7. Tubal Litigation
8. Knee Surgery
9. Spinal and Vertebral Surgery
10. Ligation and Stripping of Varicose Veins
11. Mastectomy or other Breast Surgery
12. Prostatectomy
13. Vasectomies
14. Bronchoscopy
15. Minor Fractures
16. Bunionectomy

(f) Where a participant is required by his/her doctor to undergo diagnostic tests prior surgery being performed, to be considered a covered benefits program, such pre-

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admission testing MUST be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.

(g) There will be no benefits paid under the County's self-insured health program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.

(h) Participants in the County's self-insured health benefits program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program, which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty (50%) percent of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.

(i) When any payment is made under the County's self insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.

(j) Effective with the signing of this Agreement, Mental Health and Substance Abuse benefits under the County's self-insured health benefits program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment with each type of treatment covered equally.

(k) Effective with the signing of this Agreement benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.

(l) Effective with the signing of this Agreement, the County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or retiree's claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the amount that the self-insured plan would normally cover - as if it were the primary plan.

(m) Retirement Benefits. All participants currently retired from the County and those who retire from the County prior to the signing of this Agreement with less than twenty-five (25) years of service with the County, but more than five (5) years of service with the County shall continue to receive all health benefits in accordance with this Agreement and at the same cost to the participant as currently exists. All retirees currently paying fifty (50%) percent of the actual cost of their health and prescription premiums shall continue to do so.

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All employees who retired from the County between January 1, 1994 and January 1, 1998, shall be entitled to receive all health and prescription benefits as set forth in this Agreement as set forth in this Agreement at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with premium cost established by the County and adjusted on an annual basis:

| Years with County | Percentage Co-Pay   |
|-------------------|---------------------|
| 0 up to 5 years   | COBRA coverage only |
| 5 up to 10 years  | 15%                 |
| 10 up to 25 years | 10%                 |
| 25 or more years  | 0%                  |

Effective January 1, 1998, new retirees will pay the following percentages of the health and prescription premiums.

| Years with the County   | Percentage Co-Pay   |
|-------------------------|---------------------|
| 0 up to 10 years        | COBRA coverage only |
| 10 years up to 15 years | 25%                 |
| 15 years up to 20 years | 20%                 |
| 20 years up to 25 years | 10%                 |
| 25 years or more        | 0%                  |

Effective within thirty (30) days after all parties to this Agreement have signed this Agreement but no sooner than September 15, 2005, new retirees will pay the following percentage of the health and prescription premiums.

| Years with the County | Percentage Co-Pay |
|-----------------------|-------------------|
| Under 10 Years        | COBRA Only        |
| 10 to under 15 years  | 30%               |
| 15 to under 20 years  | 25%               |
| 20 to under 25 years  | 15%               |
| 25 years and over     | 0%                |

"Retiree" means anyone who retires after this contract for January 1, 2003 through December 31, 2007 has been completely signed and executed by all parties including the PBA, Sheriff and County, including disability retirement.

Any participant who is ineligible fore retirement and who ceases to be employed by the County for any reason other than termination for disciplinary reasons may purchase his/her health benefits for a period not to exceed 120 days at a cost of fifty percent (50%) of the County's actual cost.

1. The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age 65, but

only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the terms of this Agreement.

a. The County will pay health insurance premiums and prescription coverage for a plan providing benefits as required in this Agreement for an employee who has retired after twenty-five (25) years of service with the County.

(n1) All employees hired on or after January 1, 1992, but before the signing of the 1999-2002 Agreement, will be required to pay a portion of the premium cost for the health insurance and prescription coverage selected under this Agreement in accordance with the following schedule:

| Years of Employment | Percentage of Co-Pay |
|---------------------|----------------------|
| 1                   | 20%                  |
| 2                   | 16%                  |
| 3                   | 12%                  |
| 4                   | 8%                   |
| 5                   | 4%                   |
| 6                   | 0%                   |

New employees hired after the signing of this Agreement shall be required to pay a portion of the premium cost for the health care and prescription coverage selected under this Agreement in accordance with the following schedule:

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

(n2) Employees hired after January 1, 2006, will pay a portion of their health and prescription benefits through payroll deduction according to the following schedule:

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| Years of Service | Percentage |
|------------------|------------|
| 1                | 20%        |
| 2                | 20%        |
| 3                | 20%        |
| 4                | 17%        |
| 5                | 17%        |
| 6                | 13%        |
| 7                | 13%        |
| 8                | 10%        |
| 9                | 10%        |
| 10               | 10%        |
| 11               | 10%        |
| 12               | 0%         |

All deductions are limited to a maximum of 5% of an employee's base gross pay, not including shift differential, overtime, and other fringe benefits.

(o) When a temporary officer becomes permanent, all vacation days, sick days, personal days and health benefits shall be maintained.

(p) Effective with the signing of this Agreement, all participants in an HMO shall be subject to a Five (\$5.00) Dollar, co-pay for all visits to a primary physician.

Effective within thirty (30) days after the signing of this Agreement by all parties, but no sooner than September 15, 2005 the co-pay shall be increased for HMOs and PPOs to \$10 for primary care visits and \$15 for a specialist.

(q) Any employee covered by this Agreement may choose, in writing, at any time, to participate in the "Optional Health Benefits Program". Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who choose not to maintain the County's health coverage.

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

2. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will restore the employee his or her spouse and/or dependents to coverage under the Self-Insured Plan for the remainder of that year, effective the first day of the following month. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment period. The employee can opt out anytime during the year but must remain in the program for one (1) full year.

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3. Effective January 1, 1995 through the signing of this Agreement for 2003 thru 2007, but no sooner than September 1, 2005, the incentive paid shall be fifty (50%) percent of the actual premium cost for the employee's coverage which is dropped.
4. Effective January 1, 1995 through the signing of this Agreement for 2003 thru 2007, but no sooner than September 1, 2005, the incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.
5. Effective January 1, 1995 through the signing of this Agreement for 2003 thru 2007, but no sooner than September 1, 2005, the optional health benefits program shall be available to all new employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.
6. Prior to the signing of this Agreement for 2003 thru 2007, the optional health benefits program shall be applicable to the County's self-funded prescription program and employees who drop such coverage shall be entitled to an incentive of fifty (50%) percent of the annual premium cost, paid in equal monthly installments, under the same terms and conditions as applicable to participation in the remainder of the optional health benefits program.
7. The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.
8. After this Agreement for 2003 through 2007 has been signed by all parties, but no sooner than September 1, 2005, if an employee opts out of the County health benefits program, then the employee will be paid the following:

| Type of Coverage Opted Out       | Amount |
|----------------------------------|--------|
| Prescription Benefits            |        |
| From Family to no coverage       | \$90   |
| From Parent/Child to no coverage | 55     |
| From Single to no coverage       | 35     |
| From Family to Parent/Child      | 40     |
| From Family to Single            | 60     |
| From Parent/Child to Single      | 25     |
| Health Benefits                  |        |
| From Family to no coverage       | 330    |
| From Parent/Child to no coverage | 200    |
| From H/W to no coverage          | 250    |
| From Single to no coverage       | 120    |
| From Family to Parent/Child      | 150    |
| From Family to H/W               | 90     |
| From Family to Single            | 220    |
| From Parent/Child to Single      | 80     |
| From H/W to Single               | 140    |

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9. Effective upon the signing and full execution of this contract, but no sooner than September 1, 2005, there shall be no opt out for spouses or relatives where one is a dependent, if both are on the County payroll and would otherwise be eligible for benefits. The two employees must choose one type of coverage only.

(r) Death Benefit – In the event an officer, who is working a regular or assigned shift, dies resulting from action taken while discharging his/her duties, the County shall continue to pay all health benefits and prescription benefits under this Agreement to his/her surviving spouse and dependents, except as follows:

1. The spouse remarries;
2. The spouse and dependents obtain similar coverage from another source;
3. The spouse and dependents qualify for similar coverage as may be provided by state or federal government agency;
4. The dependent attains the age of Twenty-one (21) or, if a student the age of Twenty-five (25);
5. The dependent marries prior to the age of Twenty-one (21).

(s) Within thirty (30) days of all parties fully signing and executing this Agreement, but no sooner than September 1, 2005, an employee will be responsible for any extra costs incurred by the County if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the Insurance Division within 90 days of the event, however, if an employee reports his lifestyle has changed within the 90 days, then the employee shall not be responsible for any extra costs incurred by the County.

(t) Within thirty (30) days of all parties fully signing and executing this Agreement, but no sooner than September 1, 2005, the parties agree to implement a Section 125 Premium Conversion Plan (pre-tax new employee contributions).

(u) Within thirty (30) days of all parties fully signing and executing this Agreement, but no sooner than September 1, 2005, standardize coverage in all plans for dependents up to age 19 if not in school and age 23 if in school. Dependents who are permanent dependents as a result of disability are covered for the life of the employee.

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