

AGREEMENT

BETWEEN

CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

SHERIFF

AND

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SHERIFF'S DEPARTMENT - P.B.A. LOCAL NO. 277

JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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**PREAMBLE**

THIS AGREEMENT entered into this 24<sup>th</sup> day of October, 2016 by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS AND SHERIFF, hereinafter called "COUNTY", and POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 277, hereinafter called the "PBA", has as its purpose the promotion of harmonious relations between the County and the PBA; 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 PBA.

**ARTICLE I**

**RECOGNITION**

SECTION 1. The County recognizes PBA as the sole bargaining agent for the Sheriff's Officers, Sheriff's Investigators, Senior I.D. Officers, and Sheriff's Officer Sergeants, in the Camden Sheriff's Department for the purpose of establishing salaries, wages, hours and other conditions of employment, listed in the classifications set forth herein, and for such additional classifications as the parties may later agree to include. Specifically excluded from the unit are all Superior Officers (Officers above the rank of Sergeant) in the Sheriff's Department and all other classifications of employees employed by the County of Camden not listed above.

SECTION 2. The Rules and Regulations of the New Jersey Civil Service Commission that apply to the employees covered by this Contract are hereby acknowledged to be part of this Agreement.

**ARTICLE II**

**CHECK OFF**

SECTION 1. The County agrees to deduct PBA 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 the PBA, and the aggregate deductions of all employees from 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 the PBA 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 on which such revocation is filed.

SECTION 3. The PBA 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 PBA to the County or in reliance upon the official notification on the letterhead of the PBA and signed by the President of the PBA or by his expressly designated representative.

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## 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 PBA and to transmit the fee to the majority representative.

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

SECTION 3. The fair share fee for services rendered by the PBA shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the PBA, less the cost of benefits financed through the dues and available only to members of the PBA, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

SECTION 4. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the PBA to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administrations, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.

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

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

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

### ARTICLE III

#### SENIORITY

SECTION 1. (a) Seniority is defined as an employee's length of service with the County. With regard to all incidents of employment, seniority in the Department shall be one of the major factors considered, provided the employees involved have equal 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 shift assignment, seniority in the Department shall be one of the major factors considered with regard to this procedure,

provided the employee has the ability to perform the work involved.

(b) For purposes of bidding for assignments and shifts only, seniority is defined as an employee's length of continuous service as a sworn law enforcement officer of the Camden County Sheriff's Department (*i.e.*, experience as a Sheriff's Officer or Correctional Officer). With regard to all incidents of employment, seniority and related college credits will be the only factors considered when bidding for assignments.

SECTION 2. An employee having broken service with the Camden County Sheriff's Department (exclusive of leave of absence), will not accrue seniority credit for time when not employed by the Sheriff's Department except for bidding purposes for assignments and shifts pursuant to Section 1(b) of this Article.

SECTION 3. If a question arises concerning two (2) 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 in the order in which such employees are shown on the County's payroll records, first name, first preference, etc.

(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 in 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 of the same to the PBA annually.

SECTION 5. (a) 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 the ability to perform the job. Except in the case of an emergency, a notice of the intention to fill the vacant position shall be posted for a period of at least ten (10) days prior to the date that the vacancy is filled. A copy of such notice shall be provided to the PBA and posted in all places where notices to Sheriff's Officers are regularly posted. Any

interested Officer may apply to be considered for the positions.

(b) All jobs and assignments, which will be subject to the bidding process set forth in Article XIII, Section 4, shall be bid and assigned pursuant to those assignments and jobs covered by the bidding procedure in Article XIII, Section 4, and the above Section 5(a) will not apply for those jobs which are subject to the bidding process.

## ARTICLE IV

### WORK SCHEDULES

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

SECTION 2. Employees shall work according to a basic schedule established by the Sheriff.

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

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

SECTION 5. The tours of duty shall be established by the County, through the 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 work schedule.

SECTION 6. 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 regularly scheduled hours of duty as authorized by a supervisor.

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

SECTION 3. Time and one-half ( $1\frac{1}{2}$ ) 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 ( $1\frac{1}{2}$ ) or double (2) time are paid shall not be included in the base weekly hours.

(c) Those employees whose regularly scheduled shift requires them to work a holiday shall receive time and one-half ( $1\frac{1}{2}$ ) for the hours worked on that holiday in addition to the regular day's pay.

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

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



SECTION 6. Sheriff's Officers assigned to process serving will work a forty (40) hour week, which will include night and weekend hours to fulfill their job functions. Sheriff's Officers assigned as process servers who work more than forty (40) hours per week are entitled to overtime. Any work above forty (40) hours per week must be approved by a supervisor and may include special assignments. Article V, Section 9 applies to Sheriff's Officers assigned as process servers.

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

SECTION 8. Overtime shall be distributed as equitably as possible according to seniority. Acceptance or rejection of overtime will cause the employee's name to be placed at the bottom of the list. Assignment of overtime shall be on a rotation basis. The lists shall be available to the officers and the PBA

SECTION 9. No employee shall have his work schedule or regular day off schedule changed at any time for the purpose of avoiding payment of overtime: except that the Sheriff shall be entitled to alter work schedules up to a total of six (6) times in each calendar year, for no more than four (4) hours each time, for the purpose of conducting tactical operations, including raids, without having to pay overtime for that four (4) hour period.

## 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 (1½) for that period worked prior to the regular shift; thereafter, for the balance of his regular work shift, he shall be paid the prevailing rate.

ARTICLE VII

RATES OF PAY

SECTION 1-A. Salaries - Each employee covered by this Agreement shall be paid in accordance with the salary guide annexed hereto as "Schedule A".

SECTION 1-B. 2013 - Across-the-board salary increases effective and retroactive to January 1, 2013 of 1.0% for all unit employees.

All employees eligible to receive step increases on the salary guide shall be paid such step increases on their anniversary date.

2014 - Effective January 1, 2014, all unit employees shall receive across-the-board salary increases of 1.25%.

Guide Step Freeze: Employees moving through the salary guide steps shall not advance on the guide in 2014 and shall remain on the step they were on in 2013.

2015 - Effective January 1, 2015, all unit employees shall receive across-the-board salary increases of 1.25%.

Guide Step Freeze: Employees moving through the salary guide steps shall not advance on the guide in 2015 and shall remain on the step they were on in 2013.

Increment payments shall resume at the beginning of 2016.

SECTION 2. An employee who performs work in a higher classification other than his own shall receive higher pay for such work from the first day of work in the higher classification; except that Sergeants will not receive the higher pay until after they have completed two (2) full consecutive weeks (ten (10) working days) in the higher classification. This additional requirement for Sergeants cannot be abused by utilizing such practices as requiring the Sergeant to work nine (9) days in the higher classification, with a short break, and then another period in an effort to avoid the requirement to pay the higher pay. Payment for any time so worked will be made semi-annually in payment

periods thirteen (13) and twenty-six (26).

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

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

SECTION 5. When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by his old title) from one class of title to another having a higher salary, then his salary shall be adjusted to receive the lowest rate of any employee holding that title, to which the promoted or reclassified employee is raised. However, in no event shall such an employee's salary be less than that which he received in his prior title.

SECTION 6. All employees, except as otherwise provided in this Section, shall be granted an annual clothing allowance in the amount of Seven Hundred Twenty-Five Dollars (\$725.00), and pro-rated on the actual number of weeks employed during the year.

SECTION 7. Sheriff's Officers Investigators shall be hired at the first step of the Salary Guide set forth in Schedule A for the year in which they are hired; except that the Sheriff and the PBA may agree that a Sheriff's Officer Investigator with special skills and experience may be hired at a higher step on the guide.

SECTION 8. Effective January 1, 1997, hazardous duty pay has been eliminated.

SECTION 9. All benefits contained in this contract shall be applied retroactive to January 1, 2013 to all officers and sergeants who left the Department for any reason other than termination. Plus, all officers and sergeants who were promoted out of this bargaining unit shall also receive retroactive benefits to January 1, 2013.

## ARTICLE VIII

### SHIFT DIFFERENTIAL

There will be a shift differential of six percent (6%) for those employees working the second shift and an eight percent (8%) differential for those employees working the third shift. Effective December 30, 2015, there will be a shift differential of three percent (3%) for those employees working the second shift and a six percent (6%) differential for those employees working the third shift. Employees who regularly work such shifts shall receive the differential for paid time off and for compensatory time.

## ARTICLE IX

### LONGEVITY

Effective January 1, 1995, Longevity pay will be discontinued except that all employees covered by this Agreement, who will have more than five (5) years of continuous service as of December 15, 1995 will have their base pay increased as per the following schedule:

- |     |   |                                       |
|-----|---|---------------------------------------|
| (a) | Five Years of Service<br>as of December 15, 1995    | an additional 2% raise                |
| (b) | Six Years of Service<br>as of December 15, 1995     | additional 3% added to their Base Pay |
| (c) | Seven Years of Service<br>as of December 15, 1995   | 4% added to their Base Pay            |
| (d) | Ten Years of Service<br>as of December 15, 1995     | 5% added to their Base Pay            |
| (e) | Fifteen Years of Service<br>as of December 15, 1995 | 6% added to their Base Pay            |
| (f) | Twenty Years of Service<br>as of December 15, 1995  | 7% added to their Base Pay            |

These percentage amounts do not have a maximum (CAP) limitation, and shall become part of the employee's regular base compensation effective January 1, 1995 and retroactive to that date; and these employees shall continue to have their annual base

salary increased by the percentage to which they are entitled on December 15, 1995 for as long as they remain in the County's employ.

## ARTICLE X

### HOLIDAYS

SECTION 1. The following holidays are recognized as paid holidays:  
New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, 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 period shall be celebrated at the employee's option on a day other than the actual day of the paid holiday, either prior to or immediately following his vacation.

SECTION 3. It is expressly understood that there shall be only one 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 as a result of the adjustment of the day of celebration.

SECTION 4. Holidays which fall on Saturday shall be celebrated on the preceding Friday; holidays which fall on Sunday shall be celebrated on the following Monday; except those officers who are assigned to twenty-four (24) hour units, such as K-9, foot patrol, transportation, I.D., and any others who work on the actual holiday (the Saturday or Sunday), will receive holiday pay for the actual holiday worked. If that officer's normal work week would also include a Friday or Monday on which the holiday is celebrated, the officer will not receive holiday pay for that Friday or Monday.

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

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

SECTION 8. When an employee's birthday falls on another paid holiday, (eg. Christmas, Thanksgiving) the employee will celebrate his birthday, for payroll purposes, the following day.

SECTION 9. Effective January 1, 1997, all employees will be required to take their birthday as a day off, except when specifically authorized by the Sheriff or designee based upon the operational needs of the Department. If the officer is not authorized to work he/she will receive only the officer's regular day's pay for the birthday; however if the officer is authorized to work on his/her birthday the officer will receive time and one-half (1½) for work on that holiday in addition to the regular day's pay, as provided by the overtime Article.

## ARTICLE XI

### FRINGE BENEFITS

SECTION 1. Effective upon the execution of this contract, all employees covered by this Agreement will receive compensation for mileage at the prevailing Camden County rate when using their personal motor vehicle in conjunction with their employment duties provided such utilization has received prior approval from the Sheriff or his designee. However, when utilizing their personal vehicle for departmentally related training the

employee will not receive reimbursement for the first twenty-five (25) miles traveled. All mileage above twenty-five (25) miles will be reimbursed at the prevailing County rate. If the training is for more than one (1) day and lodging is provided, at no cost to the officer, the officer will be reimbursed for one (1) round trip only.

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

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 Dollars (\$10.00) per credit hour as specified. The definition of a job related subject is to be determined by the Sheriff. In addition, effective January 1, 1997, employees with the following degrees will receive an annual educational incentive added to their annual base pay as follows: Two Hundred Fifty Dollars (\$250.00) for an Associate's Degree; Five Hundred Dollars (\$500.00) for a Bachelor's Degree; One Thousand Dollars (\$1,000.00) for a Master's Degree.

SECTION 4.

(a) The County will advertise for bids concerning new uniforms pursuant to the specifications for uniforms submitted by the employees, which specifications are incorporated herein by reference. Said uniforms will be fully issued to all employees except Process Officers on an as needed 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. However, the foregoing language shall not apply in the event it has been determined by the Sheriff or his designee that the uniform was destroyed through the negligence of the employee. In that event, the employee will be required to pay for the cost of replacement of the destroyed uniform.

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

<u>Summer</u>	<u>Winter</u>
5 Short-sleeve shirts/blouses	5 Long-sleeve shirts/blouses
3 Summer trousers/skirts	3 Winter trousers/skirts
1 Hat	1 Coat - All Weather
1 Foul Weather Raincoat	1 Hat
1 Hat Cover	3 Ties
<u>Miscellaneous</u>	
1 Breast Badge	2 Name Plates
1 Hat Badge	1 I.D. Card
1 C.C.S.D.	

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

SECTION 5. Effective January 1, 1993, the County will join or otherwise implement the terms of the New Jersey Temporary Disability Program for all employees.

SECTION 6. Any employees 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 7. 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 8. Effective January 1, 2005, the County shall pay to PBA Local 277 Seven Hundred and Seventy Five Dollars (\$775.00) per employee per year for the Health



and Welfare of the PBA. The County will be required to make payment to the Fund two (2) quarters in advance. The PBA will furnish an audited report concerning the Health and Welfare Plan by June 30<sup>th</sup> of each year of the contract.

SECTION 9. In the event that an employee is laid off, the employee shall be paid for all unused compensatory time, vacation time, and personal days, pro-rated to the date of the lay-off, except that no officer will have to reimburse the County for time already taken.

SECTION 10. The Sheriff and the County shall attempt to make at least one (1) room in the Hall of Justice available as a room in which officers can take their meals and breaks.

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## ARTICLE XII

### INSURANCE

SECTION 1. Subject to the employee premium sharing schedule detailed below, the Employer shall provide the benefits through the New Jersey State Health Benefit Program (NJSHBP) or substantially similar plans for employees working 30 hours or more per week for medical and prescription drug benefits.

#### PREMIUM CONTRIBUTION

1. 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 pursuant to P.L. 2011, c. 78, effective June 28, 2011.

2. Base salary shall be used to determine what an employee earns for the purposes of this provision and shall mean pensionable salary.

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 ., or any other law, by the Camden County Sheriff. If the County is required by law to provide dental, vision or other healthcare benefits not otherwise heretofore provided, the "cost of coverage" shall include the premium or periodic charges for those additional

mandated benefits as well, and all payments to the Health & Welfare fund shall cease.

4. Employees employed prior to June 28, 2011 shall pay the 4-year phase-in contribution reflected in P.L. 2011, c. 78.

5. Employees hired on June 28, 2011 or thereafter shall pay the full amount (100%) of the applicable contribution reflected in P.L. 2011, c. 78.

6. 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 Employer's customary payroll practices unless otherwise required by law.

7. The amount payable by any employee under this Article shall not under any circumstance be less than 1.5 percent of base salary in accordance with P.L. 2010, c. 2.

#### CO-PAYMENTS

1. Effective January 1, 2013, prescription co-payments shall be consistent with the rates set forth in the in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan.

2. Effective January 1, 2013, 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.

#### DEPENDENT COVERAGE

1. Coverage for dependents shall be included in all health and prescription plans for eligible employees.

2. Effective January 1, 2013, the County shall make dependent coverage in the County's Medical and Prescription Drug Plans 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" under New Jersey law shall be considered as dependents eligible for insurance benefits.

#### RETIREE BENEFITS

1. Former negotiations unit employees who retired between January 1, 2012 and December 31, 2012 shall be subject to the premium cost-sharing provisions and co-pays in effect when they retired as applicable to retirees in the previous contract subject to the requirements of the New Jersey State Health Benefits Plan. Former negotiations unit employees who retire after December 31, 2012 shall be subject to insurance co-pays subject to the requirements of the New Jersey State Health Benefits Plan or another plan offered by the County so long as substantially similar benefits, coverage, and administration as are provided under the current health benefit program(s) are maintained. All co-pays in retirement will be the same as the retiree had while an active employee at the time of retirement.

2. Any employee with 20 or more years of creditable service in one or more State administered retirement system as of June 28, 2011 and who subsequently retires with twenty-five (25) or more years of service with the Camden County Sheriff's Department and/or affiliated organizations and twenty-five (25) or more years of service

credit in a state administered retirement system shall contribute 1.5 percent of the retiree's monthly retirement allowance, including any future cost of living adjustments.

3. Any employee with less than 20 years of creditable service in one or more State administered retirement system as of June 28, 2011 shall contribute 1.5 percent of the retiree's monthly pension allowance or the amount determined in accordance with Section 39 of P.L. 2011, chapter 78, including any future cost of living adjustments, whichever is greater.

4. Employees retiring between January 1, 2012 and December 31, 2012 with at least fifteen (15) years of service with Camden County and/or affiliated organizations; or retiring with at least fifteen (15) years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system; or retiring on an ordinary disability pension, shall continue to receive health and prescription benefits subject to the following co-pays:

<u>YEARS WITH THE EMPLOYER</u>	<u>PERCENT OF PREMIUM</u>
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	Contribute the greater of one-half (1/2) of the percentage of premium contribution paid by active employees as well as the identical medical and prescription co-payments, deductibles and co-insurance paid by active employees or one and one-half percent (1.5%) of their retirement salary.

5. Effective at the signing of this agreement, employees retiring (or those that have retired during the term of this agreement) after December 31, 2012 who have at

least fifteen (15) years of service with the Camden County Sheriff's Department and/or affiliated organizations, or twenty-five (25) or more years of creditable service in a State administered retirement system; or current employees retiring on a disability pension shall receive health and prescription benefits subject to the following percentage of premium contributions:

<u>YEARS WITH THE EMPLOYER</u>	<u>PERCENT OF PREMIUM</u>
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	Amounts determined in accordance with Section 39 of P.L. 2011, chapter 78 (if applicable) or 1.25% of the retiree's monthly retirement pension allowance including cost of living adjustments, whichever is greater.

6. Prior years of employment with Camden County Sheriff's Department and/or affiliated organizations shall count as "Years with the Employer" for the purpose of determining the appropriate premium contribution as set forth above.

7. Retirees 65 or older who are eligible for Medicare shall pay the percentage of premium contribution in accordance with the above and the amount of the health and prescription drug programs applicable to Medicare eligible retirees in which they are enrolled.

8. 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 annual 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%) per cent of the cost of coverage for the plans available to and selected by the employee for that year.

9. All retirees and eligible dependents of retirees, age sixty-five (65 or older), who are receiving benefits through Camden County are required to enroll in Medicare Parts A & B within three months of becoming eligible for Medicare.

#### WAIVER OF COVERAGE

1. Eligible employees covered by this agreement may choose, in writing, to "waive insurance coverage." Participation in this program 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 opt out. 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 Plan, the other may not participate. Additionally, in the event that the 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 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. Employees who had opt outs on file prior to May 22, 2010: If an employee chooses to participate and drops coverage, the employee shall receive a monetary incentive as outlined below. So long as the County participates in the State Health Benefits Plan, waiver payments shall not be available to employees that have an opportunity for alternate coverage through another New Jersey State Health Benefits Plan member. If an employee chooses to participate in this program and drops employee and/or dependent coverage, the employee shall receive a monetary incentive as outlined below. The opt out monthly amounts are as follows:

Change in Coverage Level	Medical Opt-Out Amount	Rx Opt-Out Amount
From Family to No Coverage	\$415.83	\$174.33
From Family to Single Coverage	\$272.68	\$114.04
From Family to Parent/Child Coverage	\$173.70	\$71.71
From Family to Husband/Wife Coverage	\$107.89	\$60.29
From Parent/Child to Single Coverage	\$98.98	\$42.34
From Parent/Child to No Coverage	\$242.13	\$102.63
From Husband/Wife to Single Coverage	\$164.79	\$114.04
From Husband/Wife to No Coverage	\$307.94	\$174.33

From Single to No Coverage	\$143.16	\$60.29
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Employees who initially filed opt outs on or after May 22, 2010: An employee shall receive an incentive which equal to twenty-five (25%) per cent of the amount saved by the County because of the waiver or \$5,000 annually, whichever is less, in accordance with applicable State law.

5. 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

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

7. The waiver of coverage shall be available to all new benefit-eligible employees on their benefit effective date and shall be available to all eligible current and prospective retirees under the same terms and conditions applicable to active employees, subject to the limitations set forth in Section 4.

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. In order to enroll in a waiver of coverage, an employee must complete the enrollment form and provide proof of dependent status and current health insurance coverage within the appropriate time frame as required by the plan.

10. Annual re-enrollment is required.



11. Employees on non-paid leaves do not receive Opt Out payments.

#### MISCELLANEOUS

1. All retirees, age 65 or older, are required to enroll in Medicare Parts A & B. The cost of enrolling in Medicare Parts A & B shall be the County's responsibility. If a retiree is under age 65, they must enroll in Medicare Parts A & B within 3 months of becoming eligible for Medicare. If an employee retires due to a disability and is under age 65 and has applied for social security disability, they must enroll in Medicare Parts A & B within 3 months of becoming eligible for Medicare.

2. The County will provide each employee with short-term disability coverage provided by the State of New Jersey.

3. ~~Effective upon the signing of this agreement, 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.

4. The County shall continue to maintain a Section 125 Plan 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.

#### HEALTH & WELFARE

The County shall pay to the PBA, Local #277 Health & Welfare Plan the sum of \$775.00 per employee per year. Local #277's Health & Welfare Plan and the County will be required to make payments to the Fund two (2) quarters in advance. The PBA will furnish an audited report concerning the Health & Welfare Plan by June 30<sup>th</sup> of each contract year.

#### SPECIAL PROVISIONS

1. If an employee is killed in the line of duty the employee's spouse shall be

entitled to free health benefits and prescription plan for life as well as the children up to the age permitted in the employee's plan.

2. The spouse of an employee who dies in active service (not in the line of duty) shall be entitled to health and prescription benefits at their cost pursuant to COBRA.

3. Employees shall also be responsible for any extra costs incurred by the Employer if there is a change in their status that would affect medical and prescription benefits including but not limited to divorce or death of a covered family member and the employee fails to report it within 30 days of the event.

4. The County reserves the right to change its Health Benefit Administrator and/or carrier so long as substantially similar benefits, coverage, and administration as ~~are provided under the current health benefit program(s) are maintained with the~~ exception of the traditional plan which is eliminated, and provided further that if the County decides to change insurance carrier programs, it must notify and consult with the PBA prior to such change.

## ARTICLE XIII

### 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. The below Section 5 would take precedence for job bidding for those jobs and assignments which are subject to the bidding process in Section 5.

SECTION 5. Job Bidding.

A. On January 1 of each year, shift assignments shall be made, where all qualifications are equal (except for seniority and college degrees), pursuant to a point system based on seniority and earned college degrees bid system. Assignments shall then be made based upon total points calculated from a combination of points for seniority and college degrees earned as follows:

1. Officers shall be given six (6) points for each continuous year that they have been a permanent and temporary sworn law enforcement officer employed by the Camden County Sheriff's Department. A year shall be considered to be the calendar year. Officers who have incomplete full years of service shall be credited with one (1) point for each two (2) full months of service. (Example: Six (6) years, five (5) months of service equals thirty-eight (38) points).

2. Officers and Sergeants who have earned college degrees in a law enforcement curriculum shall receive the following points: Associates - 2.5 points; Bachelors - 5 points; Masters - 5 points; Doctorate - 5 points.

3. Ties will be broken as per the following:

(a1) The employee's date of hire with the County, as a permanent law enforcement officer/employee continuously employed by the Camden County Sheriff's Department.

(a2) If two (2) officers are tied and have the same hire date, or two (2) Sergeants are tied and have the same appointment date, then the employee who finished higher on the Civil Service Rankings will be the higher ranked for bidding purposes.

(a3) When a tie cannot be decided using the formula above, the

employee's last name in alphabetical order shall prevail.

**B. Methodology of Officers and Sergeants Choosing Their Shift Assignments by Seniority and College Credits.**

B1. By October 15 of each year, the Sheriff shall provide a written Organizational Bidding Chart with the thirteen (13) assignments for Officers, as set forth in Section 5C and for the Sergeant(s) in 5G, which organizational chart shall set forth the days off and shifts for each of the thirteen (13) assignments for Officers and the five (5) for Sergeants, and the specific number of slots for all the Officers and Sergeants who are needed within each of the thirteen (13) assignments for Sheriff Officers and within each of the five (5) assignments for Sergeants. For example, if there are seventy-nine (79) biddable slots within the thirteen (13) assignments, then the Sheriff shall have seventy-nine (79) slots for the Officers and Sergeants to sign up.

~~B2. By October 15 of each year, the Sheriff shall designate those Officers and Sergeants that he is assigning to non-biddable positions. Therefore, the Officers and Sergeants who have not been assigned to non-biddable positions shall receive the above Organizational Bidding Chart on or before October 15 of each year, for purposes of bidding their assignments, including days off and shifts.~~

B3. The Sheriff or his designee on or before October 1, of each year shall give a proposed seniority list to the PBA President. The PBA shall have seven (7) calendar days within which time to review the seniority list and notify the Sheriff in writing of any disputes. The Sheriff or his designee and the PBA shall resolve any disputes in reference to seniority prior to October 15 of each year. The final seniority list for the Sheriff's Officers and Sergeants shall contain numbers in descending order with the name of each Sheriff Officer or Sergeant to be used in the bidding process. There shall be two (2) separate seniority lists, one list for Sheriff's Officers and one list for Sergeants, and both lists shall have the most senior person with the number one. Both the Sheriff or his designee and the PBA shall sign the seniority list and date it; however, if the Sheriff and the PBA cannot agree, then the PBA's list of seniority shall prevail, but the Sheriff may grieve this matter directly to arbitration, and the Sheriff shall have sixty (60) calendar days within which to file with PERC a request for selection of a grievance arbitrator.

B4. Between October 15 and November 15 of each year, the Officers and Sergeants who are allowed to bid for their assignments shall bid as follows:

4a. The Officers and Sergeants bidding shall be divided into four (4) groups with the most senior Officers and Sergeants being in the first group, the next twenty-five percent (25%) of Officers and Sergeants in seniority will be in the second group, the third twenty-five percent (25%) of Officers and Sergeants in seniority will be in the third group, and the fourth group will consist of the bottom twenty-five percent (25%) Officers and Sergeants in seniority. The Officers and Sergeants shall have two (2) separate lists and each of those lists shall be divided into four (4) groups.

4b. The first group of Officers and Sergeants shall bid for their assignments during the week of October 15 through October 22. The second group will bid for their assignments between October 22 and October 29. The third group will bid for their assignments between October 29 and November 7, and the fourth group will bid from November 7 through November 15 of each year. Based on the seniority list as agreed to between the Sheriff and the PBA, each Officer and Sergeant in each group will bid during the week in the order of seniority. If an Officer or Sergeant will not be at work during the week or cannot be present to bid in person, when he or she should be bidding, then the Officer or Sergeant may bid his assignment by either or both telephone and/or an absentee bid proxy. The proxy shall be signed by the Officer and/or Sergeant and either the PBA President, Vice President or Delegate, and a copy of the proxy shall be given to the Sheriff or his designee.

4c. During each of the four (4) weeks during the bidding process there shall be three bidding sessions of one and one-half (1 1/2) hours each during each week when the actual bidding process shall take place; for a total of 4.5 hours during each of the four (4) weeks. One (1) PBA elected official, chosen by the PBA President, either the President, Vice President, or Delegate shall be excused from work to be present during the bidding process. Additionally, each Officer and Sergeant who is bidding will be excused from work for a reasonable time to come to the Sheriff's Sales room on the 2nd floor of City Hall and make the appropriate bid.

4d. The Organizational Bidding Chart shall be posted in the Sheriff's Sale room on the 2<sup>nd</sup> floor of City Hall on the wall with all of the assignments, including days off, shifts and the individual assignment. There will be sufficient space and lines for each slot in each assignment, the County may use magnetic devices for each slot, for each Officer's or Sergeant's name. As each Officer in the order of seniority bids on the assignment, the name of the Officer and the seniority number will be listed on

the master chart on the wall in the office of the Sheriff's Sales room on the 2nd floor of City Hall. As each Officer comes in, in the order of seniority, each Officer will be able to see which assignments have already been bid for and taken, and those jobs that remain open. The PBA shall have one representative and the Sheriff shall have one representative present during all times when any Officer or Sergeant bids for his or her assignment. The PBA will also have a copy of the master Organizational Bidding Chart and will fill it in simultaneously as each Officer and Sergeant bids his or her position. Each Officer or Sergeant will bid in order of seniority either by (a) by personally appearing in the Sheriff's Sales room on the 2<sup>nd</sup> floor of City Hall whereby personally notifying the Employer and the PBA of his or her assignment choice, or (b) by telephone to the PBA representative during the actual time for the bidding process to take place with both the PBA representative and the County representative speaking directly to the Officer or Sergeant on the phone at the same time, or (c) giving a written proxy to the PBA to hand in to the Employer in the order of seniority, and the PBA representative shall select the specific slot for the Sheriff Officer or Sergeant who has turned in a proxy.

After an Officer or Sergeant has chosen his specific job, then it will be written on the master Organizational Bidding Chart in the presence of the specific Officer and/or Sergeant, PBA representative, and the County representative.

4e. If the bidding process in B3 and B4 are complied with and completed pursuant to B4 (including 4a and 4d), then a Sheriff Officer, Sergeant and/or PBA may only grieve any problems in reference to B4 (including 4a through 4d) to Step 3 - County, and shall not be able to grieve to Step 4 - Arbitration.

B5. An Officer or Sergeant who is in a bided position cannot be moved out of that bided position solely because disciplinary charges might be brought or have been brought, except to meet the *bona fide* safety needs of the citizens of the County. Solely for disciplinary reasons, the Officer or Sergeant may be moved out of a bided position after the Officer or Sergeant has been found guilty of the disciplinary charges or had consented to be disciplined, which discipline includes being moved out of a bided position for a specific period of time. The penalty for the discipline may be being moved out of a bided position for a specific period of time, which shall be included in the Notice of Discipline and Specification of Charges.

B6. If the County moves a Sheriff Officer or Sergeant out of a non-

biddable assignment to a biddable assignment, then the Sheriff Officer or Sergeant who is being moved to a biddable assignment, shall have the right to bid for any assignment that he has seniority for. This rebid process shall take place prior to the actual transfer from the non-biddable position to a biddable assignment. For example, if there are seventy (70) Sheriff Officers in biddable positions with seniority ranked one (1) through seventy (70), and a Sheriff Officer is moved from a non-biddable position to a biddable position, and that moved Sheriff Officer has seniority number fifty-two (52) (with one (1) being the highest), then all biddable assignments with Sheriff's Officers with seniority from fifty-two (52) through seventy (70) shall be rebid by the above process, but the rebid process will be done in two (2) weeks and not four (4) weeks, with the rebidged Sheriff's Officers and/or Sergeants being divided into two (2) groups of fifty percent (50%) bidding in one (1) week and fifty percent (50%) bidding in the second week. This rebid clause shall not trigger a bidding process between September 1 through December 31 of each year.

C. The Sheriff shall first assign all employees to positions that are not subject to this bidding process. The remaining unit members shall bid for the positions in the Hall of Justice, Transportation, Jury Management, and Records. All of the jobs for Sheriff's Officers and Sergeants in the Hall of Justice, Transportation, Jury Management and Records will be combined into one (1) group for Sheriff's Officers and one (1) group for Sergeants so that the Sheriff's Officers and Sergeants who are not placed in the non-biddable assignments can bid for any assignment, of appropriate rank, in any of the four (4) units. Additionally, after the Sheriff makes the assignments to the Identification Bureau, employees assigned to the Identification Bureau may bid among themselves for one (1) of the three (3) shifts (8-4, 4-12, 12-8).

All eligible unit members will be able to select shift assignments through the bidding procedures outlined in Paragraph A. Shift assignments shall be separated into the following assignments, which an officer may bid for:

1. Hall of Justice - Front Door Security
2. Hall of Justice - Second Floor Security
3. Hall of Justice - Lower Level Holding Area
4. Hall of Justice - Probation Department/Family Court Annex
5. Hall of Justice - Salley Port
6. Hall of Justice - Courtrooms (courtrooms to be assigned by Sheriff's designee)
7. Hall of Justice - Juvenile Holding
8. Transportation - Lakeland Site for Juveniles, Day Shift

9. Transportation - Cherry Hill Depot - 7AM to 3PM
10. Transportation - Cherry Hill Depot - 3PM to 11PM
11. Transportation - Cherry Hill Depot - 11PM to 7AM  
(For Transportation or whatever times these three (3) shifts might be changed to.)
12. Jury Management (approximately one (1) S.O.)
13. Records

D. Nothing contained in this entire Article shall be interpreted to mean that assignments such as K-9, Internal Affairs, Missing Persons, Prosecutor's Office, Dive Team, Sheriff's Emergency Response Team (SERT), Bomb Unit, Civil Process, Civil Office, Tech Services and Helicopter Corp are to be bid. Those assignments remain the prerogative of the Sheriff or his designee, which shall be in accordance with controlling statutes. Further, in order to meet with needs of training and/or specialized abilities, shift assignments may need to be altered in order to meet the *bona fide* safety needs of citizens of the County. In these cases, the changes shall be made with timely notice and explanation and shall last until such time as the specific needs have been met, at which time the affected employee shall be returned to his/her bid shift.

E. This section shall be applied equally, among members of the same rank, where applicable.

F. This section will not preclude employees from voluntarily switching or swapping shift assignments with one another prior to the re-bid date. However, such switches of shifts and assignments shall occur with the approval of the Sheriff or his designee. Such approval shall not be unreasonably denied.

G. Sergeants who are not placed in non-biddable assignments by the Sheriff can bid for assignments in the Hall of Justice, Transportation, Jury Management and Records as one package of assignments which shall be separated into the following assignments and shifts that a Sergeant may bid for:

1. Hall of Justice – General Supervision
2. Hall of Justice - Security
3. Transportation - Cherry Hill Depot, 7AM to 3PM
4. Transportation - Cherry Hill Depot, 3PM to 11PM
5. Transportation - Cherry Hill Depot, 11PM to 7AM

Additionally, after the Sheriff makes the assignments of Sergeants to the Identification Bureau, then the Sergeants assigned to the Identification Bureau may bid among themselves for one of the three (3) shifts (8-4, 4-12, 12-8).



Sergeant seniority shall be seniority in rank as a Sergeant, and not seniority as an employee of Camden County.

#### ARTICLE XIV

##### SICK LEAVE WITH PAY

SECTION 1. Sheriff's Officers shall be entitled to the following sick leave of absence with pay.

(a) One (1) working day sick leave with pay for each month of service from the date of permanent appointment up to and including December 31<sup>st</sup> following such date of appointment and fifteen (15) days sick leave with pay for each calendar year thereafter. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. If any employee does not use all of his/her allowable sick leave in any calendar year, the unused portion of sick leave time will accumulate. 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, not to exceed five (5) working days with an ill member of his/her immediate family requiring the presence of the employee. Any emergency attendance with an ill family member, in excess of five (5) working days, will be considered on an individual basis by the Sheriff or his designee. (Immediate family is defined in Section 2 hereafter.).

(b) If any employee is absent for three (3) consecutive working days for any of the aforesaid reasons, the County may require acceptable evidence on a prescribed form. 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, any employee seeking sick leave may be required to submit medical evidence acceptable to said supervisor. If sick leave is not approved, the time involved in which the employee was absent shall be charged to his/her vacation credit, if any, provided the employee, and the employer, *to wit*, the Sheriff or his designee, agree. Otherwise, he/she will suffer loss of pay for any such unauthorized time.

(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 an hour prior to the beginning hour.

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

(f) 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.

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**SECTION 2. Immediate family member 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
- (g) Civil Union Partner and Domestic Partner

**SECTION 3.** Upon retirement or resignation, an employee may sell to the County his or her accumulated sick leave days, provided that said employee has worked for the County not less than ten (10) years. All accumulated sick leave will be paid to the estate of an employee who dies who meets the ten (10) year requirement. Any employee who was hired after January 1, 2006 shall be paid eighty-five percent (85%) of accumulated sick leave days at retirement or resignation.

**SECTION 4.** A male officer shall be entitled to utilize up to a maximum of five (5) sick days immediately following the birth of each of his children. The utilization of sick time for the purpose will not adversely affect the evaluation of the officer's attendance and sick leave utilization; except that the officer will not qualify for the bonus provided in Section 5 of this Article for any quarter in which sick time is utilized for this purpose.

SECTION 5. Effective January 1, 1997, employees who do not use sick time in any calendar quarter of the year shall earn one (1) additional vacation day for each quarter where there is no sick time used. Employees who use no sick time at all during any calendar year shall earn a total of five (5) additional vacation days for that year. Additional vacation days earned shall be credited to the employee's account as of January 1, of the following year. No employee shall be entitled to earn additional vacation time in any quarter if during that calendar year the employee used fifteen (15) days of sick leave, unless that sick leave was used in conjunction with a hospital stay of three (3) days or more. Additional vacation time earned must be used within two (2) years of it being credited or it will be lost.

SECTION 6. All leaves taken under this Article shall run concurrent with any qualifying leaves authorized by the Family Medical Leave Act or the New Jersey Family Leave Act.

## ARTICLE XV

### 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 and Special Leave** - An employee shall be given time off without loss of pay when:

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

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**SECTION 5. Return** - 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 the PBA will be given leaves of absence with pay to perform official duties of the PBA subject to the following:

- (a) Provided such activities relate to employment.
- (b) Provided the Sheriff is given not less than five (5) days' notice of such intended leave, if possible. If less than five (5) days' notice is given, it shall be necessary for PBA to show that five (5) days' notice could not be given.
- (c) Provided the names of shop stewards are contained on the list furnished by PBA to the Sheriff.
- (d) Excused PBA Officers not to exceed three (3) in number, except that this limitation shall not apply to Executive Board meetings and general membership meetings, and other extraordinary circumstances.
- (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 advises 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.

**SECTION 8.** All leaves taken under this Article shall run concurrent with any qualifying leaves authorized by the Family Medical Leave Act or the New Jersey Family Leave Act.

## **ARTICLE XVI**

### **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, domestic partner, civil union partner, child, stepchild, foster child, mother or father or step-parent,
- (b) Four (4) days in case of death of brother or sister including step siblings.
- (c) Three (3) days in case of death of grandfather, grandmother, grandchild, mother-in-law, or father-in-law.
- (d) Two (2) days in case of death of brother-in-law or sister-in-law.

## **ARTICLE XVII**

### **VACATIONS**

**SECTION 1.** Permanent full-time employees in the County Sheriff's Department will be entitled to the following annual vacation with pay:

- (a) During the employees first year of employment, he/she will receive one (1) working day per month of service. From the commencement of the sixth (6<sup>th</sup>) year, to the completion of the twelfth (12<sup>th</sup>) year, fifteen (15) working days, from the commencement

of the thirteenth (13<sup>th</sup>) year, to the completion of the twentieth (20<sup>th</sup>) year, twenty (20) working days. From the commencement twenty-first (21<sup>st</sup>) year to the completion of the twenty-fifth (25<sup>th</sup>) year, twenty-five (25) working days. From the commencement of the twenty-sixth (26<sup>th</sup>) year and thereafter, twenty-six (26) working days. 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 in the second year because of the pressure of work, the employee will be paid for his vacation at his then current rate of pay.

SECTION 3. Employees will be allowed to use un-accrued 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. If an officer is injured while on vacation leave, the officer shall be entitled to substitute sick leave for the vacation days following the injury, subject to the right of the County to require reasonable evidence to verify the injury.

SECTION 7. (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 XVIII**

### **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.

## **ARTICLE XIX**

### **SAFETY AND HEALTH**

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

SECTION 2. The County and PBA will designate a Safety Committee member for each shift or representation. It shall meet periodically as necessary to review the conditions in general and to make recommendations to either or both parties when appropriate. The Safety Committee member representing the PBA shall be permitted, upon prior notice and with an authorization of the County's designated representative, a reasonable opportunity to visit work locations throughout the County's facility where employees covered by this Agreement perform their duties, for the purpose of

investigating safety health conditions during working hours with no loss of pay, for periods not to exceed three (3) hours per week, unless additional time is authorized by the Sheriff of the County.

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

SECTION 4 Any 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 were contracted on the job pending verification using Police Incident Reports.

## ARTICLE XX

### GRIEVANCES

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

SECTION 2. (a) The term "grievance" means a complaint that there has been an improper application, interpretation, or violation of this Agreement, any County policy governing the PBA, or any administrative decision affecting any member or members of the PBA, including all minor discipline, up to and including five (5) days suspension but excluding counseling notices.

(b) An aggrieved party is any employee, group of employees, or the PBA, which may submit a grievance individually, collectively or on behalf of its members.

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



**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 affects 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. 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. The aggrieved party shall submit the grievance at **STEP THREE** within ten (10) days of the receipt of the Sheriff's or Sheriff's representative's written response.

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, when applicable, 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.

c. The PBA may bypass **STEP THREE** (County Labor Relations Committee) and move the grievance directly to arbitration if the County agrees to do so.

#### **SECTION 7. STEP FOUR - ARBITRATION**

a. 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 thirty (30) 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 thirty (30) calendar days after the County's decision has been received by the PBA, as set forth in **STEP THREE** above, or thirty (30) calendar days after the due date of the decision that

was due in **STEP THREE** above.

b. 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 if the County agrees to do so.

c. 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.

d. 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.

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

f. 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.

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

**SECTION 8** (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 party may be represented at all formal steps of the grievance procedure by himself/herself and/or, a representative of the PBA, and/or an attorney.

SECTION 9. The sworn law enforcement employees of the Camden County Sheriff's Department shall be subject to the New Jersey Attorney General's Guidelines as they relate to internal affairs investigations, except any major discipline violations of internal affairs guidelines are not subject to binding arbitration.

#### ARTICLE XXI

#### RIGHTS OF AGENT

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

SECTION 2. PBA will have use of bulletin boards in the employees' lounges. Should the County object to any posting of material, the PBA agrees after being informed that it shall be removed. The County also agrees to supply a security-type plexiglass enclosed bulletin board for the aforementioned use.

SECTION 3. Representatives of the PBA shall be permitted to address the officers during roll call, provided that this does not unreasonably interfere with the normal operation of the Sheriff's Department. The supervisor in charge of the Roll Call may set

the time during Roll Call when the PBA representative will speak.

## ARTICLE XXII

### EQUAL TREATMENT

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

SECTION 2. The County and the PBA, 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 PBA against any member because of the member's membership or non-membership or activity or non-activity in the PBA.

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## ARTICLE XXIII

### MAINTENANCE OF OPERATIONS

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

SECTION 3. The PBA 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

of the contract term of January 1, 2013, for all retirees, all Officers and Sergeants 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 an Officer or Sergeant was employed any time on or after January 1, 2013 and if any Officer or Sergeant who was employed any time after January 1, 2013, retires, resigns, is terminated, or is promoted any time on or after January 1, 2013, then that Officer or Sergeant will receive the retroactive benefits from January 1, 2013 through his termination date, retirement date, transfer date, promotion date, etc..

SECTION 8. The retroactive payments for salaries, overtime, etc., shall be paid within thirty (30) days of the full execution and ratification of this Agreement.

## ARTICLE XXVII

### DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2013 through and including December 31, 2015. This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County, State of New Jersey, on the dates set forth next to each signature.

PBA LOCAL NO. 277

  
MICHAEL OLSON, President

Date: 10-24-16

CAMDEN COUNTY

  
ROSS ANGILELLA, Administrator

Date: October 21, 2016

  
GILBERT "WHIP" WILSON, Sheriff

Date: October 24, 2016

**SCHEDULE A**

**SALARY GUIDE**

	Effective 01/01/2013	Effective 01/01/2014	Effective 01/01/2015
Commencing the First Year of Employment to 12 Months	\$44,894	\$45,455	\$46,023
Commencing the Second Year of Employment 13 up to 24 Months	\$48,594	\$49,202	\$49,817
Commencing the Third Year of Employment up to 36 Months	\$58,152	\$58,879	\$59,615
Commencing the Fourth Year of Employment up to 48 Months	\$66,234	\$67,062	\$67,900
Commencing the Fifth Year of Employment up to 264 Months	\$77,610	\$78,580	\$79,563
After 22 Years in PFRS and/or PERS	\$83,043	\$84,081	\$85,132
Sergeants	\$86,424	\$87,504	\$88,598
Sergeants After 22 Years in PFRS and/or P	\$92,474	\$93,630	\$94,800

both parties at the time they negotiated or signed this Agreement.

## ARTICLE XXVI

### GENERAL PROVISIONS

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

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

SECTION 3. The County agrees to pay one-half (½) the expense of printing two hundred (200) copies of this contract, *i.e.*, one hundred seventy-five (175) copies for distribution to members of PBA Local #277 and twenty-five (25) copies for the County's and the Sheriff's administrative use. The maximum costs for such printing shall be Three Hundred Fifty Dollars (\$350.00) for contracts.

SECTION 4. The County agrees to make pension deductions bi-monthly in two (2) equal amounts.

SECTION 5. Payday shall be Thursday for all employees covered under this contract.

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.

SECTION 7. All Sections of this Agreement, except those Sections specifically with an effective date inserted in a particular Section, shall be retroactive to the beginning



employees of the County, and that the PBA 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 circumstances to bring about compliance with the PBA 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 PBA or its members.

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

#### ARTICLE XXIV

#### MANAGEMENT RIGHTS

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SECTION 1. The County of Camden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the 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.

(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 provisions 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 and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

## ARTICLE XXV

### FULLY BARGAINED AGREEMENT

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