

AGREEMENT

Between

CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS

And

PARK POLICE

FOP Lodge #76

January 1, 2006 to December 31, 2009

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### **PREAMBLE**

This agreement made between the County of Camden, hereinafter referred to as the "County," and the Fraternal Order of Police Lodge #76 on behalf of the Camden County Park Police, hereinafter referred to as the "Park Police" or "Employee," has as its purpose the embodying, in written form, of all the rights and obligations of the respective parties during the term of this agreement.

It is expressly agreed between the parties that the rights and obligations of each are bilateral and based upon the performance by each of their respective obligations.

It is further agreed between the parties that this agreement is being executed in the hope of harmonious employee relationships between the parties, based upon the mutual promises contained hereinafter agreed as follows:

## ARTICLE I

### A. RECOGNITION

1. The County hereby recognizes the Fraternal Order of Police Lodge #76 as the exclusive representative for collective negotiations for wages, hours of work and other terms and conditions of employment for all Park Police.
2. Included are:
  - (a) Sergeant
  - (b) Patrolman
3. Whenever new classifications of Park Police are created that are at the rank of Lieutenant or lower and that position requires certification from the New Jersey Police Training Commission, the County shall recognize that new classification as part of this agreement.
4. Excluded are:
  - (a) Chief
  - (b) Captain

### B. MANAGEMENT RIGHTS

1. The County retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and Constitution of the County of Camden, the State of New Jersey and the United States of America
2. Except as specifically abridged, limited, or modified by the terms of this agreement, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of the Park Police are retained by the County.
3. The County shall abide by all rules and regulations of New Jersey Title 40 and applicable New Jersey Department of Personnel rules.

## ARTICLE II

### A. REPRESENTATION FEE

1. If any employee does not become a member of the Fraternal Order of Police Lodge 76 (F.O.P.) during any membership year (ie. from January 1 to the following December 31) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the F.O.P. for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the F.O.P. as majority representative.
2. Amount of fee
  - a. Prior to the beginning of each membership year, the F.O.P. will notify the County, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the F.O.P. to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.
  - b. In order to adequately offset the per capita cost of services rendered by the F.O.P. as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the F.O.P. to its own members, and the representation fee has been set at eighty five percent (85%) of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee will automatically be changed to the maximum allowed. Said change to become effective as of the beginning of the F.O.P. membership year immediately following the effective date of the change.
3. Deduction and transmission of fee.
  - a. Once during each membership year covered in whole or in part by this agreement, the F.O.P. will submit to the County a list of those employees who have not become members of the F.O.P. for the current membership year. The County will deduct from the salaries of such employees, in accordance with paragraph b. below, the full amount of the representation fee and promptly transmit the amount so deducted to the F.O.P.
  - b. The County will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to such employee of the



aforsaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforsaid list by the County;  
or
  2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- c. If an employee who is required to pay a representation fee terminates his/her employment with the County before the F.O.P. has received the full amount of the representation fee to which it is entitled under this article, the County will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
  - d. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the F.O.P. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the F.O.P.
  - e. The F.O.P. will notify the County, in writing, of any changes in the list provided for in paragraph 3-a above and/or the amount of representation fee and such changes will be reflected in any deductions made more than ten (10) days after the County receives said notice.
4. Indemnification and save harmless provision
    - a. The F.O.P. agrees to indemnify and hold the County harmless against any liability which may arise by reason of any action taken by the County in complying with the provisions of this article provided that:
      1. The County gives the F.O.P. timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
      2. If the F.O.P. so requests, in writing, the County will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the F.O.P. in gathering evidence, securing witnesses and in all other aspects of said defense.

- b. It is expressly understood that paragraph 4-a will not apply to any claim, demand, suit or other form of liability which may arise as result of any type of willful misconduct by the County or by the County's imperfect execution of the obligations imposed upon it by this article.

### ARTICLE III

#### A. F.O.P. - COUNTY LIAISON

1. It is agreed that meetings may be held, at a mutually agreed time and place, between representatives of the F.O.P. Lodge 76 and the County to discuss matters relating to conditions of employment and other pertinent matters on an informal and direct basis in order that all parties may maintain free and open lines of communication in the hope of better relations.
2. Employees who attend such meetings, as representatives of the bargaining unit, shall be permitted to attend such meetings even if such attendance conflicts with regular hours of duty.
3. A total combined allotment of 120 hours for union time for all issues including representation. With regard to contract negotiations, if working, members of the committee would be relieved from duty to attend contract negotiations when those sessions are scheduled for times they are working. To use the allotment of time, the employee must state the purpose of the use, the union would have to advise that the use is authorized and some form of proof of attendance is to be provided.



## ARTICLE IV

### A. WORK SCHEDULE

1. The regular work schedule shall consist of not more than eighty (80) hours in any fourteen (14) days of work covered in a two (2) week pay period.
2. The regular starting time of each work shift will not be changed without reasonable notice to the affected employee when time and conditions permit.
3. The weekly work schedule shall be posted at least three (3) days prior to the end of the preceding week.
4. All in-service schooling will be considered as duty days and shall not affect days off. Work schedules will be adjusted accordingly.
5. Waiver of forty-eight (48) hours notice of schedule change may be done with the consent of the affected employee and F.O.P. Lodge 76.

## ARTICLE V

### A. OVERTIME

1. Overtime is any time worked beyond the scheduled hours of work in any one (1) day in excess of thirty (30) minutes, when approved by the immediate supervisor.
2. Overtime shall be paid at one and one-half (1 ½) times the regular hourly rate for the shift in which the hours are worked.
3. Overtime shall be distributed as equitably as possible among all Park Police.
4. Employees may at their sole discretion elect to take compensatory time for all or any portion of hours worked on an overtime assignment. Compensatory time will be paid at time and a half (1 ½) for hours worked.

### B. COURT TIME

1. Court time shall be paid in a separate check during the first week of December, or the pay period closest to that date.
2. Court time shall be paid at the rate of \$850.00 per man per calendar year for 2006; \$950.00 for 2007; \$1050.00 for 2008 and 1150.00 for 2009.

## ARTICLE VI

### A. CALL-IN TIME

1. Any employee who is directed to return to work during periods other than the regularly scheduled work shift shall be paid one and one-half (1 ½) times the regular hourly rate for the shift in which the hours are worked for all such hours worked. Such employee shall be guaranteed a minimum of four (4) hours pay.
2. The Four (4) hour minimum call-in pay does not apply if the employees are called in to attend departmental meetings.

## ARTICLE VII

### A. RATE OF PAY

1. The pay scale for all Park Police covered by this agreement is set forth in Appendix A attached hereto.
2. New employees who do not possess a valid New Jersey Police Training Commission Basic Police Academy Certification will be hired at the recruit rate of pay. They will receive recruit pay until they successfully complete the Basic Police Academy and the Park Police field-training program. Upon completion of these requirements the employee will be raised to first year Patrolman's salary. The yearly increment raises shown in Appendix A shall be paid on the anniversary date of the employee's raise to first year Patrolman status.
3. New employees with prior law enforcement experience and who possess a valid New Jersey Police Training Commission Basic Police Academy Certification may be hired, at the County's discretion, at an appropriate step based on experience and training and recommendation of the Chief of Police. For these employees the yearly increment raises shown in Appendix A shall be paid to each employee beginning on the anniversary date of their employment with the County Park Police.
4. When an employee is promoted or reclassified to undertake additional responsibilities, duties, or in recognition of work performance beyond those required by the former title, or from one classification to another having a higher salary range, the salary shall be adjusted to the lowest rate for the new classification. In no event shall the salary be less than that received in the prior classification.
5. Should an employee be required to perform the job functions of a higher compensated classification for a period of six (6) consecutive working days or more, said employee shall receive all higher compensations related to that classification for all time actually worked at same.
6. The yearly increment shown in Appendix A shall be paid to each employee beginning on the anniversary date of their employment with the County.

### B. SHIFT DIFFERENTIAL

1. Employees who work between the hours of 4:00PM and 8:00AM shall be paid shift differential at the following rates:
  - a. Six percent (6%) of the hourly rate, including overtime, for all hours worked between 4:00PM and 12:00 midnight.

- b. Eight percent (8%) of the hourly rate, including overtime, for all hours worked between 12:00 midnight and 8:00AM

**C. MILEAGE REIMBURSEMENT**

1. Officers utilizing their personal vehicles for administratively approved travel shall be reimbursed at the rate of \$.31 per mile.

## ARTICLE VIII

### A. INSURANCE

1. There shall be no change in the Group Hospital Medical Plan presently maintained by the County on behalf of the Park Police except for those changes enumerated within this agreement. Changes considered or proposed after the signing of this agreement may only be implemented after careful review by the parties hereto which determines that new or proposed plan is equivalent to or better than the existing plan.

2. In the event a change in the Group Hospital Medical Plan is contemplated, the parties to this agreement shall meet to review and discuss the proposed plan before any final change is enacted.

3. Employees covered under this agreement will pay a portion of their health benefits and prescription coverage through payroll deduction according to the following schedule beginning January 1, 2008:

<u>Base Wage</u>	<u>Pct of Premium Contribution</u>
Under \$30,000	2.5 %
Over \$30,000 but under \$70,000	5.0%
Over \$70,000	7.5%

4. An employee who becomes covered under this agreement who was not already a Camden County employee as of the signing of this Agreement will pay a portion of their health and prescription premium through payroll deduction according to the following schedule:

<u>Years of Service</u>	<u>Pct. of Premium Contribution</u>
Beginning employment through 3 <sup>rd</sup> Year	25%
Beginning 4 <sup>th</sup> Year through 5 <sup>th</sup> Year	22%
Beginning 6 <sup>th</sup> Year through 7 <sup>th</sup> Year	18%
Beginning 8 <sup>th</sup> Year through 11 <sup>th</sup> Year	15%
Beginning 12 <sup>th</sup> Year and thereafter	10%

5. Those employees who retire under this contract will pay the following percentages of the health and prescription premiums. Present employees may retire with zero contribution as long as they have 25 years in the pension system. Employees who are compelled to retire because of age who do not have 25 years in the pension system will also pay zero at retirement.

<u>YEARS WITH THE COUNTY</u>	<u>PERCENT OF PREMIUM</u>
Under 15 years	Cobra coverage only
15 years up to 19 years	25%
20 years up to 24 years	15%
25 or more years	0%



An employee who was hired on or after the signing of this Agreement and who retires will pay the following percentages of the health and prescription premiums:

<u>YEARS WITH THE COUNTY</u>	<u>PERCENT OF PREMIUM</u>
Under 15 years	Cobra coverage only
15 years up to 19 years	25%
20 years up to 24 years	15%
25 or more years	10%

Any retiree age 65 or older who is receiving health benefits from the County through an HMO must enroll in a Medicare plan no later than one (1) month after retirement, and remain enrolled so long as the Medicare plan is equal to or better than the traditional HMO being provided. Retirees may change their health care provider during the annual open enrollment period or if they relocate to an area which is not served by their current provider.

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

- a. Employees will be advised by the County of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one (1) full year.
- b. Certain other "Preferred Providers" as designated by the County may be made available to enroll and non-enroll employees on a voluntary case-by-case basis.
- c. Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in a HMO program.

All employees will have the choice of enrolling in the Preferred Providers Program (PPO) pursuant to the plan description in effect, or any of the HMOs. The traditional, self-insured indemnity plan will not be an option. The County agrees that in the event that a dependent or retiree resides for at least more than one month of the year in a location that is not covered by the network, the County will enroll that dependent or retiree in the traditional, self-insured indemnity plan. A location that is not covered by the network is defined for purposes of this clause as one that is 20 or more miles away from a network physician and/or hospital.

The yearly deductible applicable to those employees enrolled in the County's traditional major medical plan shall increase to \$200 for single coverage/\$300 for family coverage.

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

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

Employees retiring at age 62 or older with at least fifteen (15) years of service with Camden County and /or affiliated organizations; or retiring with at least ten (10) 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 all health and prescription benefits subject to co-pays in page 14.

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

Any participant who is ineligible for retirement and who ceases to be employed by the County for any reason other than termination for disciplinary reasons may purchase such health benefits for a period not to exceed one hundred and twenty (120) days at a cost of fifty percent (50%) of the County's actual cost. Retirees may change their health care provider during the annual open enrollment period or if they relocate to an area which is not served by their current provider.

6. Effective January 1, 2008, all employees will be required to make co-payments of \$20.00 for primary physicians and \$25.00 for specialists regardless of health plan selected by the employee in accordance to the attached plans or an equivalent self-insured plan.

7. In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. You MUST CALL Patient Care Management (800-952-3404) for confirmation that a Second Surgical Opinion must be obtained for certain surgical procedures. If no second opinion is submitted or the requirement for a Second Surgical Opinion has not been waived by Patient Care Management, the County will only pay for fifty percent (50%) of the total cost of said surgery and all related treatment and services. Participants contemplating elective surgery which requires a second opinion must contact the administrator of the County's Self-Insured Benefits Program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

In no event will benefits for Covered Medical Services be paid if such services are not determined to be Medically Necessary by the Third Party Administrator. The Plan will cover the charges for the Second Surgical Opinion and charges for x-ray and laboratory tests, however, no benefits will be paid for duplicate testing. If the Second Surgical Opinion does not agree with the first surgical opinion, charges for a third surgical opinion will be covered and this opinion will control.

#### ELECTIVE PROCEDURES REQUIRING SECOND OPINION

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

All hospitalizations of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants or their attending physicians must contact the Pre-certification Administrator to arrange for this pre-certification. Denial decisions by the Certification Administrator (Third Party Administrator) may be appealed to the TPA who shall be bound by the employee's doctor, which will have the final say as to the necessity and length of hospital stay for the selected procedure. If any employee does not follow this procedure, the County's self-insured plan will only pay fifty percent (50%) of the costs associated with the selected procedure.

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

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

1. Tonsillectomy and/or Adenoidectomy
2. Simple hernia repair
3. Excision of skin lesions and cysts
4. Minor gynecological procedures
5. Cataract Removal
6. Dilation and Curettage
7. Tubal Ligation
8. Knee Surgery
9. Bunionectomy
10. Submucous Resection
11. Biopsies
12. Correction of Hammer Toe
13. Removal of Foreign Body
14. Vasectomies
15. Bronchoscopy



16. Laryngoscopy
17. Minor Fractures

Where a participant in the self-insured plan is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.

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

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

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

The County's self insured health benefits program includes maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any defendant's medical claim or retirees claim. Maintenance of benefits means that the self insured plan pays the balance of the claim up to the amount that the self insured plan would normally cover as if it were the primary plan.

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

The County shall provide through their self-insured plans as a covered benefit (1) mammograms once yearly for all female employees and/or dependents over age forty, or more frequently, or at an earlier age, if a physician so prescribes; and (2) pap smears of the type prescribed by the employee's or dependent's physician at least once annually.

Employees will be responsible for any extra costs incurred by the County if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health

and prescription benefits and they do not report it to the Insurance Division within 90 days of the event.

8. The Employer shall maintain and provide the current prescription plan, subject to the employee co-payment schedule below:

Base Salary	Co-Pay
Under \$30,000	\$11 Brand Name (retail) \$6 Generic (retail and mail order) \$16 Brand Name (mail order)
\$30,000 to \$50,000	\$13 Brand Name (retail) \$6 Generic (retail and mail order) \$18 Brand Name (mail order)
\$50,000 to \$70,000	\$15 Brand Name (retail) \$6 Generic (retail and mail order) \$20 Brand Name (mail order)
Over \$70,000	\$17 Brand Name (retail) \$6 Generic (retail and mail order) \$22 Brand Name (mail order)

Mail order drug co-pays are for a 3-month supply. Retail is for a 1-month supply.

Twenty-five percent (25%) for any maintenance drug if not in mail order at fourth fill.

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

For any drug that the employer's third party administrator (TPA) deems excessively expensive and has a less expensive brand name equivalent, the employee will pay an extra \$15 co-pay in addition to the relevant co-pay. The TPA will publish a list of such medications at least once a year.

9. The County agrees to Implement a Section 125 Premium Conversion Plan (pre-tax new employee contributions).

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

If two employees are married or qualify as domestic partners, and both are receiving health insurance coverage from the County or the following affiliated agencies, neither employee may participate in the Opt Out Program:

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

If two employees are married or qualify as domestic partners, they may be covered individually as an employee or as a dependent under his or her spouse's county plan, but not both.

If a full time single employee is covered as a dependent under a non-County plan, he or she may not participate in the Opt Out Program.

If an employee is covered under any health plan provided or funded by a Federal, State, Municipal or other government or agency, that employee, or their county employed spouse or qualified domestic partner, may not opt out.

If an employee is an elected official to any government office, he/she shall not be permitted to opt out.

Eligible employees shall be permitted to opt out of either medical coverage or prescription coverage or both.

Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will immediately, and retroactively to the date of cessation of the spouse's coverage, restore the employee, his or her spouse and/or dependents to coverage under one of the County's Self Insured Plans for the remainder of that year. Applications must be made within thirty (30) days after termination of coverage. The employee can opt out anytime during the year but must remain in the program for one full year.



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

The optional health benefits program shall be available to all new employees the first of the month following sixty (60) days of employment and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.

The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.

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

Effective the signing of this agreement, opt out amounts will be as follows:

<u>Type of Coverage Opted Out</u>	<u>Amount Per Month</u>
Prescription Benefits	
Opt-out Family	\$174.33
Opt-out Husband/Wife	\$174.33
Opt-out Parent/Child	\$102.63
Opt-out Single	\$60.29
Opt-out Child(ren)	\$42.34
Health Benefits	
Opt-out Family	\$415.83
Opt-out From Husband/Wife	\$307.94
Opt-out From Parent/Child	\$242.13
Opt-out From Single	\$143.16
Opt-out Child(ren)	\$98.98

11. April 1<sup>st</sup> of each year is the county uniform "anniversary date" for all employees, regardless of the month of hire during the year, and will be used as the annual date when health benefit co-payments are adjusted based upon date of eligibility.

12. The County will standardize coverage in all plans for dependents up to age 19 if not in school and age 23 if in school. Employees who are enrolled in an HMO may voluntary opt to cover a dependant until the age of 30 for an additional premium charge. Dependents who are permanent dependents as a result of disability are covered for the life of the employee's benefits program.

13. The County shall pay to the F.O.P. Health and Welfare Fund the cost of the Park Police Dental Plan. The cost shall be in accordance with the following scale:

	<u>Single</u>	<u>Family</u>
2006	\$491.40	\$1,280.40

2007	\$528.00	\$1,344.00
2008	\$600.00	\$1,428.00
2009	\$684.00	\$1,524.00

The County shall also pay into the fund the sum of \$20.00 per employee per year as an optical benefit. Employees may opt out of the dental plan on the same terms as described above in paragraph (19). In no case, shall opting out cause the participation rate to fall below the underwriter's requirement.

- a. The F.O.P. agrees to save and hold harmless the County from any liability arising out of the administration of this fund.
- b. The F.O.P. agrees to make available to the County audits or reports dealing with this fund no later than June 30 of each year.

**B. EXTENSION OF COVERAGES (DEATH BENEFIT)**

- 1. In the event an employee, who is working a regular or other assigned shift, dies resulting from action taken while discharging his duties, the employee's spouse shall be entitled to free health benefits and the prescription plan for life as well as the children up to the age permitted in the employee's plan except as follows:
  - a. The spouse remarries;
  - b. The spouse and dependents obtain similar coverages from another source;
  - c. The spouse and dependents qualify for similar coverages as may be provided by a State or Federal Government Agency;
- 2. The spouse of an employee who dies in active service (not in the line of duty) shall be entitled or not entitled to health and prescription benefits at a cost depending on years of service as stated in the collective bargaining agreement for retirees.

**C. EXTENSION OF COVERAGES (RETIREMENT)**

- 1. Employees retiring with twenty-five (25) or more years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system, and employees retiring on an accidental disability pension or due to a job related disability, shall continue to receive all of the aforesaid benefits.

**ARTICLE IX**

**A. SICK LEAVE**

- 1. All Park Police covered by this agreement shall be eligible for sick leave with pay.

2. An employee shall accumulate sick leave privileges as earned on the basis of one (1) day per month of service or major fraction thereof during the first calendar year of employment.
3. In each calendar year thereafter, the employee shall be entitled to sixteen (16) days of sick leave. The leave shall be credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis of and in accordance with Dept. of Personnel Regulations. Sick leave not used shall be accumulated.
4. The County may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Such requirement shall be consistent with Dept. of Personnel Rules and Regulations.
5. An employee who has to their credit any earned and unused sick leave at the end of the calendar year shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave, or elect to retain same for future use.
6. The supplemental compensation shall be computed at the eligible employee's regular hourly rate of pay for each hour of earned and unused accumulated sick leave.
7. Starting with sick leave accrued from January 1 of each calendar year and continuing through December 31 of each calendar year, up to a maximum of sixteen (16) days, any unused sick leave for that year only will be payable to employees covered by this agreement no later than January 15 of the following year.
8. The employee has the right to elect to continue accumulating sick leave as per Dept. of Personnel Rules, or to take cash payment as provided by this agreement. In either event, such choice must be made, in writing, no later than December 1 of each calendar year.
9. The employee may sell all or any portion of accrued sick leave. All sick leave shall be initially charged against unused sick leave for the year in which it is taken and then against any accumulated sick leave.
10. In the event an employee is injured while in the performance of his duties, the County shall make up the difference between Workmen's Compensation temporary disability and his net pay for as long as he is unable to perform his duties, but not for a period of more than one (1) year from the date of the injury. Both parties agree that any Workmen's Comp. benefits paid to the employee during his disability shall be turned over to the County and shall be the exclusive property of the County. In addition, both parties agree that the

County, or its representatives, have the right to have the employee examined to determine his fitness to return to work.

11. Upon retirement an employee may sell to the County up to one-half (1/2) of his/her accumulated and unused sick leave days provided that said employee has worked for the County no less than ten (10) years.
12. 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 use. 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 15 days of sick leave unless that sick leave was used in conjunction with a hospital stay of three (3) days or more. Accumulation of days shall be in accordance with Article X, section 3 of this agreement.



## ARTICLE X

### A. VACATIONS

1. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:
  - a. One (1) working day of vacation for each month of employment during the first calendar year of employment;
  - b. Fourteen (14) working days of vacation from one (1) year to the completion of five (5) years of service;
  - c. Seventeen (17) working days of vacation from six (6) years to the completion of twelve (12) years of service;
  - d. Twenty (20) working days of vacation from thirteen (13) years to the completion of twenty (20) years of service;
  - e. Twenty-three (23) working days of vacation after the completion of the twentieth (20<sup>th</sup>) year of service.
2. In order to exercise seniority, vacation requests shall be submitted by the employee to his/her immediate supervisor by March 1<sup>st</sup>, so that the immediate supervisor can prepare the vacation schedule for the calendar year. Failure to submit such a request by March 1<sup>st</sup> will result in a loss of seniority preference for the employee. Any requests thereafter shall be granted in the order in which they are received. The scheduling of all vacations is subject to the approval of the employee's immediate supervisor. For vacations of one week or longer, the immediate supervisor will advise the employee of the approval or disapproval of the requested time.
3. Where, in a calendar year, the vacation leave or any part thereof is not used, such vacation time shall accumulate and shall be granted during the next calendar year only. However, if, in the second year, the employee still has accumulated vacation time that will be lost, the employee has the right to sell that time only.

### B. PERSONAL DAYS

1. All employees shall be entitled to six (6) personal days off with pay in each calendar year.

## ARTICLE XI

### A. COMPENSATORY TIME

1. Any holidays or snow days granted to Department of Public Safety employees by the direction of the Board of Freeholders of Camden County shall be granted to the Park Police as compensatory time.
2. Park Police shall be granted compensatory time for schools and training scheduled by the department that the employee is required to attend during off-duty hours. Compensatory time shall be paid at the rate of time and a half (1 ½) for each hour of schooling.
3. Park Police may carry a maximum of forty (40) hours compensatory time from one calendar year to the next. Camden County will purchase all compensatory time accumulated during the calendar year in excess of forty (40) hours. These hours will be purchased at the employees current rate and will be payable in one check in December of that calendar year. The employee may elect at their sole discretion to sell back all or any portion of the first forty (40) hours of compensatory time.



## ARTICLE XII

### A. BEREAVEMENT LEAVE

1. In the event of the death of a member of the employee's immediate family, the employee so affected shall be entitled to leave with pay in accordance with the following:
  - a. Immediate Family - 3 days
    1. Parental guardians
    2. Grandmother or grandfather
    3. Brother-in-law or sister-in-law
    4. Father-in-law or mother-in-law
  - b. Immediate Family - 5 days
    1. Mother or father
    2. Brother or sister
    3. Grandchild
  - c. Immediate Family - 6 days
    1. Spouse
    2. Children or foster children.
    3. Step-children

## ARTICLE XIII

### A. GRIEVANCE PROCEDURE

1. Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application, or violation of policies, agreements and administration decisions affecting the employee and may be raised by F.O.P. Lodge 76 on behalf of an employee or group of employees.

2. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this agreement.

3. No employee shall be reprimanded, disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. Nothing herein shall be deemed to deny employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of this grievance procedure.

4. Steps of the grievance procedure:

a. Step one:

1. An aggrieved employee or the F.O.P. Lodge 76, on behalf of the aggrieved employee or employees, shall institute action under the provisions hereof within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to settle differences between the aggrieved employee and his immediate supervisor, for the purpose of solving the matter informally. Failure to act within the said five (5) days shall be deemed to constitute abandonment of the grievance. If resolution of the grievance has not been reached within two (2) days of informal discussion, the grievance may proceed to step two.

b. Step two:

1. In the event a satisfactory settlement has not been reached at Step one, the employee or the F.O.P. shall file, in writing and signed, the grievance with the supervisory officer at the next level of command within the department, within five (5) working days of a decision at Step one.
  2. The supervisory officer at the next level of command shall render a decision in writing within three (3) working days from the date of receipt of the grievance.
- c. Step three:
1. In the event a satisfactory settlement has not been reached at Step two, the grievant may, within five (5) working days of the supervisor's decision, file his/her written grievance with the Chief of Police .
  2. The Chief of Police shall review the matter and make a determination within three (3) working days from the date of receipt of the grievance.
- d. Step four:
1. In the event a satisfactory settlement has not been reached at Step three, the grievant may, within five (5) working days of the Chief's decision, file his grievance with the Department head of the County Department of Public Safety.
  2. The Department Head shall review the Chief's decision and render a written decision within three (3) working days of receipt of the grievance.
- e. Step five:
1. In the event a satisfactory settlement has not been reached at Step four, the grievant may, within five (5) working days of the Department Head's decision, file his grievance with the County Personnel Director, requesting a hearing before a County Hearing Officer.
  2. A hearing will be scheduled at the earliest possible date that is convenient to the parties involved and the Hearing Officer will render his decision, in writing, within twenty (20) working days from the date of the hearing.
- f. Step six:

1. In the event the grievance has not been resolved at Step five, the F.O.P. may, within ten (10) working days of the Hearing Officer's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of PERC.
2. However, no arbitration hearing shall be held sooner than thirty (30) days after the final decision of the County Hearing Officer. In the event the aggrieved employee elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. F.O.P. Lodge 76 shall pay whatever costs it may have incurred in processing the case to arbitration.
3. The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him involved in the grievance. In formulating his decision, the arbitrator shall adhere to the statutory and case law of the State of New Jersey and the United States where applicable. The arbitrator's decision shall be binding to both parties.
4. The costs for the services of the arbitrator shall be borne equally between the County and F.O.P. Lodge 76. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
5. The arbitrator shall set forth his findings of facts and reason for making the award within thirty (30) days after the conclusion of the arbitration hearing unless otherwise agreed to by both parties.
  - g. No response at any step in this procedure by the County or its agents shall be deemed to be a negative response upon termination of the applicable time limits and the grievant may proceed to the next step.
  - h. Group grievances, which shall be defined as those affecting "substantially" all the members of the department shall be filed by F.O.P. Lodge 76, and by F.O.P. Lodge 76 only, at Step three.
  - i. The County reserves the right to file in writing with the Executive Board of F.O.P. Lodge 76, which shall conduct a conference with representatives of the County within ten (10) working days of the filing of the grievance and which shall render a determination within ten (10) days of said conference. In the event the County is unsatisfied with the determination with the Executive Board of F.O.P. Lodge 76, the County may then proceed to the final step of the grievance procedure.

- j. Time limits may be extended by the parties by mutual and written consent.

## ARTICLE XIV

### A. UNIFORM ALLOWANCE

1. Uniformed personnel shall be given the sum of \$1,250.00 per calendar year for the purchase and maintenance of uniforms in 2006; \$1,300.00 in 2007; \$1,350 in 2008; and \$1,400.00 in 2009. Employees assigned to the detective bureau shall receive the sum of \$1,407.00 per calendar year for the purchase and maintenance of clothing in 2006; \$1,607.00 in 2007; \$1,807.00 in 2008; and \$2,007 in 2009.
2. The County shall provide all new Park Police with an initial uniform issue as set forth in Appendix B attached hereto.
3. In the event the County directs that a change in the existing uniform is necessary, the County shall provide, at no cost to the employee, an initial issue of the affected uniform articles. Such initial issue shall be in accordance with the initial uniform issue as set forth in Appendix B.
4. The County agrees to provide a bullet proof vest to all new Park Police to be used during the term of their employment.



## ARTICLE XV

### A. NON-DISCRIMINATION

1. The County and the Park Police agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, union membership or legal union activities permitted herein.

## ARTICLE XVI

### A. FINANCIAL ASSISTANCE FOR EDUCATION

1. Assistance will be granted under the following conditions:
  - a. The course is judged to be of value to the individual and to the County in the position the employee occupies or to which he may be promoted.
  - b. The course is offered by a recognized institution of learning such as a college, university, high school, or professional organization.
4. Expenses eligible for reimbursement are:
  - a. Regular tuition and/or laboratory fees are normally eligible for reimbursement.
  - b. Books, transportation, meals, or other similar expenses are not eligible for reimbursement under this program.
3. Approval of application for financial assistance for education or training will be given by the Department Head of the County Department of Public Safety.
4. The applicant must request the assistance in writing prior to his registration in the course. The request should contain the following information:
  - a. Name of applicant
  - b. Current position with Park Police
  - c. Name of course and description of content
  - d. Institution giving the course
  - e. Statement as to how the course will benefit the employee and the County
  - f. Length of course
  - g. Cost of tuition
5. Reimbursement shall be made as follows:
  - a. At the completion of the course the applicant shall present evidence of payment of tuition and satisfactory completion of the course to the Department Head of the County Department of Public Safety.

## ARTICLE XVII

### A. DURATION OF AGREEMENT

1. This agreement shall be effective as of the first (1<sup>st</sup>) day of January, 2006 and shall remain in effect until the thirty-first (31<sup>st</sup>) day of December, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date, that it desires to modify this agreement. In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this agreement is provided to either party in the manner set forth in the following paragraph.
2. Any changes, modifications, or amendments of any part of this contract shall not cause a change, modification, or amendment in any other than the part expressly so stated and this agreement shall continue in full force and effect.

## ARTICLE XVIII

### A. SEPARABILITY AND SAVINGS

1. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



## ARTICLE XIX

### A. SEPARATION PAY BASED ON SERVICE LONGEVITY

For the purposes of this article, one (1) month longevity pay shall consist of one hundred sixty (160) hours pay at the employee's base rate for the 8AM to 4PM shift.

- A. Should the County decide to exercise its managerial prerogatives in such fashion that the Park Police should be abolished, merged, absorbed within another agency, or ceases to operate as a separate entity unto itself during the contract term, the following shall apply:
  1. Each employee covered under the terms of this agreement shall be entitled to one (1) month's longevity pay for each three (3) months of service. Employees shall be given credit for prior months employed provided that such credit shall not exceed thirty-six (36) months longevity pay. Employees shall be allowed a maximum of thirty-six (36) months longevity credit. This benefit shall be paid in one (1) check on the employee's last day of service. The County agrees to maintain all medical benefits for a period of one (1) year from the employee's date of separation.
- B. Should the County decide to exercise its lawful authority in such a fashion that the Park Police shall be reduced in force or have titles changed or modified, the following shall apply, at the discretion of the affected employee or employees:
  1. Each employee covered under the terms of this agreement shall earn one (1) month's longevity pay for each three (3) months of service. Employees shall be given credit for prior months employed provided that such credit shall not exceed thirty-six (36) months longevity pay. Employees shall be allowed to earn a maximum of thirty-six (36) months longevity pay. This benefit shall be paid in one (1) check on the employee's last day of service. The County agrees to maintain all medical benefits for a period of one (1) year from the affected employee(s) date of separation. If the employee desires not to use the aforementioned benefit he can opt to assume the new job title offer.
- C. Any employee who is terminated by the County for just cause after a disciplinary hearing will not be entitled to any separation longevity pay provided under this clause.

## ARTICLE XX

### A. COMMUNICABLE DISEASES

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.

## APPENDIX A - WAGE SCHEDULE

The County of Camden agrees to pay all Park Police in accordance with the salary schedule set forth here beginning with pay period one of 2006. The County of Camden agrees to pay all Park Police a 4% raise effective pay period one of 2006 and then successive 4 % raises effective pay period one of 2007, 2008 and 2009. Officers assigned to the detective bureau will be paid an extra \$500 on their base. In addition, an increase of \$1,100.00 will be included in the base pay for those officers making over \$70,000 starting January 1, 2008.

<u>Title</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>\$1,100</u>	<u>2009</u>
Recruit	\$46,794.34	\$48,666.12	\$50,612.76		\$52,637.27
1st Year Ptl.	\$55,500.80	\$57,720.83	\$60,029.66		\$62,430.85
2nd Year Ptl.	\$59,166.46	\$61,533.12	\$63,994.45		\$66,554.22
3rd Year Ptl.	\$66,497.78	\$69,157.69	\$71,924.00	\$73,024.00	\$75,944.96
Top					
Patrolman	\$76,894.49	\$79,970.27	\$83,169.08	\$84,269.08	\$87,639.84
Sergeant	\$83,872.33	\$87,227.22	\$90,716.31	\$91,816.31	\$95,488.96

## APPENDIX B - INITIAL UNIFORM ALLOWANCE

3 winter pants	1 belt
3 winter shirts	1 holster
3 summer pants	1 handcuff case
3 summer shirts	1 double magazine case
1 winter coat	1 PR-24 ring
1 pair shoes	4 belt keepers
2 ties	1 PR-24
1 hat	1 set of handcuffs
1 raincoat	1 breast badge
1 pair boots	1 hat badge
1 Bullet Proof Vest	1 name tag



This writing contains the entire agreement of the parties hereto and shall not be enlarged, diminished, or modified in any way without the expressed written approval of both parties.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2007

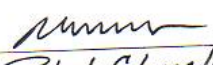
Camden County Board of Freeholders

By:   
Louis Cappelli, Jr., Director

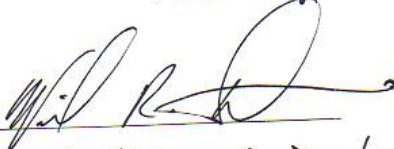
ATTEST:

\_\_\_\_\_

F.O.P. Lodge 76/Camden County Park Police

By:   
Robert Colangelo

ATTEST:

  
William R. Draham

