

AGREEMENT

BETWEEN

CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS
AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION,
LOCAL 111

(ASSISTANT FIRE MARSHALS)

JANUARY 1, 2003 TO DECEMBER 31, 2005

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ARTICLE I
PREAMBLE

This Agreement entered into this ____ day of _____, 2003, by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter called the "County" and Firemen's Mutual Benevolent Association, Local 111, hereinafter the "Union" or "FMBA" represents the complete and final understanding on all bargainable issues between the County and the Union.

ARTICLE II
PURPOSE

This Agreement is entered into between the County and the Union to promote and ensure harmonious relations, cooperation, and understanding between the County and its Union represented employees, to provide for the resolution of legitimate grievances, all in order that public service shall be expedited and effectuated in the best interest of the residents of Camden County and the employees of the County.

ARTICLE III RECOGNITION

Pursuant to the Certification of Representative issued by the Public Employment Relations Commission in Docket No. RO-2003-19, the County of Camden recognizes the FMBA as the exclusive representative of a unit consisting of all regularly employed Assistant Fire Marshals employed by the County of Camden and excluding all managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police employees, casual employees; Chief County Fire Marshal and all other employees employed by the County of Camden. The parties recognize and incorporate into this agreement Resolution #73 adopted September 10, 2002 by the Camden County Board of Chosen Freeholders.

**ARTICLE IV
DUES**

- A. The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (RS) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the employee during the month following the filing of such card.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County written notice thirty (30) days prior to the effective date of such change, and shall furnish to the County either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County.
- E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the County. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The County agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
 - 1. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union 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.
 - 2. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

3. The sum representing the fair share fee shall not reflect the cost of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.
 4. Prior to January 1st and July 31st of each year, the Union, if there is a change in the cost of membership, shall provide advance written notice to the County and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the County or employee requesting same.
 5. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. 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.
- G. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the County, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction, or in the escrowing of any salary deductions by the County in accordance with the terms of this Article.

ARTICLE V
BULLETIN BOARDS

- A. The Union shall have the sole use of a designated Union bulletin board or portions of a bulletin board, for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters.
- B. Only material authorized by the signature of a Union representative, President, or Delegate shall be permitted to be posted on said bulletin board.
- C. The County may require the Union to remove from the bulletin board any material which does not conform with the intent of the above provision of this Article

ARTICLE VI
PRINTING AND SUPPLYING AGREEMENT

This Agreement and any future agreement shall be copied and supplied to each employee by the County within forty-five (45) calendar days of execution at no cost to the employee.

ARTICLE VII
LAYOFFS

The County agrees that any layoffs will be for reasons of economy and/or efficiency and that the employee may appeal such layoff based on good faith through the grievance procedure (Article XXVII). Layoffs will be based on seniority as defined in Article XVIII, Seniority.

**ARTICLE VIII
WORK SCHEDULES**

- A. The workweek will be defined as Monday through Sunday for purposes of this schedule.
- B. The schedule will be a four week repeating schedule. Every fourth week one Assistant will cover evenings.
- C. The shift start and end times will be: 8:30 a.m. to 4:30 p.m.
9:00 a.m. to 5:00 p.m.
4:00 p.m. to 12:00 a.m.
- D. The night schedule will be Monday, Tuesday, Wednesday, Thursday and Friday. The following Saturday, Sunday, Monday and Tuesday will be days off and Wednesday, Thursday and Friday will be workdays. Finally, Saturday and Sunday will be on-call. All rotating personnel will be paid -for a full week for both the "night" weeks and the "short" weeks.
- E. The night Assistant Fire Marshal will handle call on Holidays that fall in his week. If the night Assistant Fire Marshal takes a sick or vacation day, coverage will be provided from a rotating list based upon seniority and availability.
- F. The period of 6:00 a.m. to 8:30 a.m. weekdays will be on-call by a day Assistant Fire Marshal and if called out the employee shall be compensated pursuant to Article IX, Overtime.
- G. All duty and second out Assistant Fire Marshals will be scheduled in advance. The scheduled time shall be posted.
- H. The Assistant Fire Marshal in charge of Fire Watch will schedule appointments during work hours or, if that is not possible, will be permitted flex hours, business necessity permitting, to accommodate appointments.
- I. The County reserves the right to hire part-time Assistant Fire Marshals at the appropriate hourly rate.
- J. The above schedule can be changed with the mutual agreement of the employee and the Chief.
- K. The Assistant Fire Marshal assigned to the Training Center will be permitted flex hours to accommodate training classes.
- L. The K-9 Assistant Fire Marshal shall work a 7-hour shift and be paid for 8-hours in compensation for K-9 care when working on night shift. He shall receive 1-hour comp. time for those weekend days not scheduled on call and 1-hour comp. time for each of the

two days off following his on call weekend. No additional time will be given for holidays.

**ARTICLE IX
OVERTIME**

- A. Overtime refers to anytime worked beyond 40 hours of duty. Overtime is paid at the rate of time and one half. The employee will have a choice of taking cash or compensatory time in lieu of cash but may not carry more than 80 hours of compensatory time on the books at anyone time.
- B. Employees, including on-call personnel, who are called back to work will be guaranteed a minimum of three (3) hours call-back pay at the rate of time and one-half the straight time rate or up to the regular schedule starting time.
- C. Represented employees, including any personnel, who are required to report to work on any off duty time, will receive a minimum of three (3) hours compensation at a rate of time and one half with the approval of the Fire Marshal or his designee.
- D. An employee will be guaranteed three (3) hours minimum when covering another employee's weekend tour, per day of coverage.

**ARTICLE X
RATES OF PAY**

A. The pay scale for Assistant Fire Marshals is as follows:

2003:

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Annual | \$33,604 | \$37,502 | \$41,980 | \$46,464 | \$48,969 | \$51,065 | \$52,980 | \$54,039 |
| Hourly | 16.1560 | 18.0298 | 20.1825 | 22.3385 | 23.5430 | 24.5505 | 25.4710 | 25.9805 |

2004:

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Annual | \$34,948 | \$39,002 | \$43,659 | \$48,323 | \$50,928 | \$53,108 | \$55,098 | \$56,201 |
| Hourly | 16.8022 | 18.7512 | 20.9898 | 23.2320 | 24.4847 | 25.5326 | 26.4898 | 27.0197 |

2005:

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Annual | \$36,347 | \$40,562 | \$45,405 | \$50,256 | \$52,965 | \$55,232 | \$57,303 | \$58,449 |
| Hourly | 17.4743 | 19.5012 | 21.8294 | 24.1613 | 25.4641 | 26.5538 | 27.5494 | 28.1005 |

B. The pay increases for the term of this Agreement shall be as follows:

Effective first pay period of 2003 - 4 % pay increase on the hourly rate
 Effective first pay period of 2004 - 4 % pay increase on the hourly rate
 Effective first pay period of 2005 - 4 % pay increase on the hourly rate

- C. Employees will be hired at Step 1 and will advance one step per year on their anniversary date until they reach the top step. As set forth above, three additional steps will be added below the existing Step 1 effective the first pay period of 2000. Effective the first pay period of 2002, an additional Step 8 will be added which salary shall reflect an additional two percent (2 %) above the existing Step 7.
- D. The County reserves the right to hire part-time Assistant Fire Marshals. They will be paid the hourly rate times the scheduled number of hours.
- E. Employees working their regularly scheduled shift between 4:00PM and 8:00AM will receive a 10% shift differential for a full 8 hours.
- F. It is agreed that the Deputy Chief will come out of the bargaining unit if his salary exceeds 102.42% over Step 8 above. The Association reserves its full rights with regards to a superior officers unit. The Deputy Chief's pay scale, effective the first pay period of each year, is as follows:

| | 2003 | 2004 | 2005 |
|--------|-----------|-----------|-----------|
| Hourly | \$26.5915 | \$27.6552 | \$28.7614 |
| Annual | \$55,310 | \$57,552 | \$59,823 |

**ARTICLE XI
INSURANCE**

A. The County may continue its self-insurance program or utilize an insurance carrier so long as equal or better benefits as currently exist under the 1979 contract are maintained, except as provided below.

1. Effective the signing of this Agreement, the prescription co-pays shall be as follows:

| Base Salary | Co-Pay |
|----------------------|---|
| Under \$50,000 | \$6 Brand Name (retail or mail order) \$2 Generic (retail or mail order) \$7 For any maintenance drug if not in Mail Order after 3 months |
| \$50,000 to \$70,000 | \$8 Brand Name (retail or mail order) \$4 Generic (retail or mail order) \$10 For any maintenance drug if not in mail order after 3 months |
| Over \$70,000 | \$11 Brand Name (retail or mail order) \$6 Generic (retail or mail order) \$10 For any maintenance drug if not in mail order after 3 months |

After the purchase of three (3) consecutive months of maintenance prescription drugs, the prescription co-pay for maintenance drugs as set forth above shall be applicable for all such maintenance prescription drugs not ordered through the available mail-in procedures unless the prescription drug cannot be prescribed for ninety (90) days or cannot be mailed. The decision of the County to require maintenance prescription drug co-pay as set forth above shall be appealable through the grievance procedure.

2. For any drug that the employer's third party administrator (TPA) deems excessively expensive and has a less expensive brand name equivalent, the employee will pay an extra \$15 co-pay in addition to the relevant co-pay. The TPA will publish a list of such medications once a year.
3. 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 enrolled and non-enrolled 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 an HMO program.
3. a. 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. If no second opinion is submitted, 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.

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
- b. 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 may be appealed to the County Director of Insurance who shall be bound by the employee's doctor, which doctor 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.

4. 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

5. Where a participant 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 ~ 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.

6. 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.
7. 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.
8. 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.
9. Effective January 1, 1993, Mental Health and Substance Abuse benefits under the County's self-insured health benefits program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.
10. Effective January 1, 1993, benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
11. Effective January 1, 1993, the County's self-insured health benefits program will change from a coordination of benefits program to maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or 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.
12. All employees hired between November 25, 1992 and September 23, 1998 shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

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

All new employees hired September 23, 1998 and the signing of this Agreement shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

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

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

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

All deductions are limited to a maximum 5% of an individual's base gross pay.

The employee co-pay, however, will be reduced on an annual basis as follows: If the employee joins the lowest cost health insurance plan available at the annual period of open enrollment, the employee shall be entitled to a credit towards his/her percentage co-pay equal to the difference between the lowest cost plan available and the average cost of all the other health insurance plans available. The employee shall receive the credit on the first two pays of each month. The credit may not exceed the employee's percentage co-pay. This average cost shall be determined by combining the costs for the County's self-insured traditional indemnity plan, and the PPO plan, at the prior year's rates, with the HMOs at the current rate, subtracting the lowest cost plan, and then dividing the remaining costs by the remaining total number of plans. Average costs shall be separately calculated for each type of coverage, i.e. single, husband/wife, parent/child and family. The employee must remain in the lowest cost plan for the entire year in order to be entitled to the credit. If at any open enrollment period an employee elects not to remain in the lowest cost major medical plan, the applicable employee percentage co-pay pursuant to this Section shall be based solely on the employee's years of employment with the County.

13. The County agrees to Implement a Section 125 Premium Conversion Plan (pre-tax new employee contributions).
14. The County will standardize coverage in all plans for dependents up to age 19 if not in school and age 23 if in school. Dependents who are permanent dependents as a result of disability are covered for the life of the employee.
15. All participants who retired from the County prior to January 1, 1993 with less than 25 years of service with the County shall continue to receive all health benefits in accordance with paragraph A above, and at the same cost to the participant as currently exists as of the effective date of this Agreement. All such employees who retire from the County with five (5) years of service or less with the County as of their date of retirement shall be entitled to receive all health benefits as set forth in paragraph A above at a cost of fifty percent (50 %) of the actual cost for the type of coverage selected by participants as established by the County and adjusted on an annual basis. All participants who retired from the County from January 1, 1993 through December 31, 1997, shall be entitled to receive all health and prescription benefits as set forth in paragraph A above at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the County and adjusted on an annual basis:

| <u>Years of Service</u> | <u>Participant Co-Pay</u> |
|-------------------------|---------------------------|
| 0-5 years | COBRA coverage only |
| 5-10 years | 15% |
| 10-25 years | 10% |
| 25 or more years | 0 % |

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

| <u>Years of County Service</u> | <u>Participant Co-Pay</u> |
|--------------------------------|---------------------------|
| 0 up to 10 | COBRA coverage only |
| 10 up to 15 | 25% |
| 15 up to 20 | 20% |
| 20 up to 25 | 10% |
| 25 and more | 0% |

As of the signing of the agreement, retirees will pay according to the following schedule:

| <u>Years of County Service</u> | <u>Participant Co-Pay</u> |
|--------------------------------|---------------------------|
| 0 up to 10 | COBRA Only |
| 10 to under 15 years | 30% |
| 15 to under 20 years | 25% |
| 20 to under 25 years | 15% |
| 25 years and over | 0% |

Any participant who is eligible 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 120 days at a cost of fifty (50%) percent of the County's actual cost.

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 three (3) months 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.

16. Effective upon the signing of this Agreement, 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.

B. 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.

C.

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, shall continue to receive fully paid health and prescription benefits.

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 health and prescription benefits subject to the following co-pays:

| <u>Years of Employment</u> | <u>Percentage Co-pay</u> |
|----------------------------|--------------------------|
| 10 up to 15 | 25% |
| 15 up to 20 | 20% |
| 20 up to 25 | 5% |

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. Any retiree age sixty-five (65) or older who is receiving health benefits from the County through an HMO must enroll in a Medicare plan, if available, no later

than three (3) months 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.

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

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

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

| | |
|-----------------------------|-----|
| From Family to H/W | 90 |
| From Family to Single | 220 |
| From Parent/Child to Single | 80 |
| From H/W to Single | 140 |

4. There will be no opt out for spouses or relatives where one is a dependent if both are on the County payroll and would otherwise be eligible for benefits. The two employees must choose one type of coverage only. There will be no opt out for employees who receive benefits as an elected official or those who are retired from a public entity and are receiving benefits.
 5. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.
 6. 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 the years of service as stated in the collective bargaining agreement for retirees.
 7. The optional health benefits program shall be available to all new employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.
 8. The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.
- E. 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.
- F. Effective the signing of this Agreement, all participants in an HMO and PPO shall be subject to \$10 for primary care visits and \$15 for a specialist.
- H. Should the Fire Marshals be granted membership into the Police and Fire Retirement System the Parties agree that the contract may be opened to discuss the inclusion of In Line of Duty Death Benefits only.
- .
- I. Employees in this unit shall be covered by the County's dental plan.
- J. The County agrees to replace or repair eyeglasses damaged or lost on the job on a reimbursement basis to a maximum of \$350 per occurrence.

- K. Effective January 1, 1999, the County shall provide 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.

- L. 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.

ARTICLE XII
SICK LEAVE WITH PAY

- A. Sick leave may be used by employees who are unable to work because of personal illness or injury; exposure to contagious disease; care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; or death in the employee's immediate family, for a reasonable period of time.
- B. The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, stepchild, grandchild, grandmother, grandfather, foster child, legal ward, legal guardian, and other relatives residing in the employee's household. With the exception of brother-in-law, sister-in-law, and stepchild, the above definition is intended to be the same as the definition of "immediate family" set forth in Section 4A of the New Jersey Administrative Code and shall be modified to conform with any changes, additions or deletions made to the Code.
- C. Any shift employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one-half (1/2) hour after the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Failure to give such notice may be cause for denial of the use of sick leave for that absence, and may constitute cause for disciplinary action.
- D. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and one and one quarter (1 1/4) days per month per year in every calendar year of employment thereafter and shall accumulate from year to year. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. Sick leave must be earned before being taken.
- E. If any employee is absent for five (5) consecutive work days (or after fifteen (15) days sick leave in anyone (1) year for any reason set forth in the above rule), the County may require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate.
- F. At the discretion of the Department Head, the employee seeking sick leave may be required to submit medical evidence to substantiate his request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the employee will suffer a loss of his pay for any authorized time period. In the event the employee has exhausted his accumulated sick leave and is sick, the absence may be charged to the employee's vacation, if any, provided that the employee agrees.
- G. Abuse of sick leave may be cause for disciplinary action.

- H. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
- I. The employee is allowed on retirement to sell 1/2 of his remaining sick time up to a maximum of \$22,000 provided that the employee has 25 years of service.
- J. Beginning in 2000, employees covered by this Agreement may sell back their unused accumulated sick leave up to a maximum of 15 days per year at their current rate of pay. Employees must submit their request to sell back accumulated sick time by December 1 of the current year. Payment shall be made by the County no later than January 15 of the following year.

ARTICLE XIII
MILITARY LEAVE

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

ARTICLE XIV
JURY DUTY

- A. Employees shall be given time off without loss of pay when performing Jury Duty in the following circumstances:
1. In State Court and/or Grand Jury the employee shall serve without loss of pay and is allowed to retain any stipend for services.
 2. In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5.00) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5.00) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the County Treasurer's Office. Likewise, employees presenting on behalf of the County before a State or Federal Court and/or Grand Jury will be paid for their time and will be allowed to keep any fees for testimony up to \$5 per day.

**ARTICLE XV
COURT TIME**

Employees shall be given time off without loss of pay when commanded to appear as a witness and not a party before a court, legislative committee or judicial or quasi-judicial body. If an employee is required to appear on his/her day off, he/she will be compensated pursuant to Article IX, Overtime.

ARTICLE XVI
BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, in no event to exceed four (4) consecutive working days, one of which shall be the day of death or the day of the funeral.
- B. The term "immediate family" shall include mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, brother, sister, brother-in-law, sister-in-law, spouse, children or foster children of the employee, stepparent and stepchildren.
- C. The County may grant leave without pay for anyone else not included.
- D. The employee may utilize accumulated vacation or compensatory time upon approval of the County if additional time is needed.
- E. An employee will request bereavement leave from the Chief County Fire Marshal at the earliest practical time.

ARTICLE XVII
PERSONAL DAYS

- A. The employee shall enjoy four (4) personal days per year for personal, business, household, or family matters described in this Section and shall be non-accumulative.
- B. Business means an activity that requires the employee's presence during the workday and is of such a nature that it cannot be attended to at a time outside the work day.
- C. Personal, household, and family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.
- D. Request for a personal day along with the reasons therefore, must be submitted at least three (3) full working days in advance and is subject to approval of the employee's supervisor. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the workday. Personal leave will not be granted if it interferes with the manpower needs of the department.

ARTICLE XVIII
SENIORITY

- A. Seniority is defined as an employee's total length of service with the Office of the Fire Marshal. Employees who are laid off by the County and who are subsequently rehired shall receive seniority credit for all previous periods of service with the County as it pertains to all provisions of this collective bargaining agreement except for layoffs and promotions. For layoffs and promotions only, time worked in the Fire Marshal's Office only shall be counted.
- B. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Representative upon request.
- C. In cases where provisional promotions, demotions, lay-offs, recalls and vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference provided he/she has the ability to perform the work involved and further provided that the exercise of such will have no adverse effect on productivity.

**ARTICLE XIX
HOLIDAYS**

- A. The following National Holidays are recognized as paid holidays when celebrated as holidays - New Years Day; President's Day; Good Friday; Memorial Day; Fourth of July; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Christmas Day; General Election Day; Martin Luther King Day; and the Friday before Labor Day. Employees may elect to take Passover as a holiday instead of Good Friday.
- B. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following the vacation period.
- C. It is understood that there shall be only one (1) day of celebration in the event the Holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment of the day of celebration.
- D. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.
- E. When the Board of Freeholders declare by formal action a day off for all County Employees, those who are required to work on such a day off shall be given compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other Representative Associations or Unions. Employees who work more than one half the day will receive a whole day as compensatory time. The granting by the Board of Freeholders of a day off or a holiday in addition to those enumerated in Section A shall not be considered as a precedent and is subject to Freeholder approval each and every time such day off or holiday is granted.
- F. If because of an emergency a second or additional employee is called to work on a holiday, the employee will be compensated at the rate of time and one half (1 1/2) for the hours worked as well as 8 hours for the holiday. The overtime will not be subsequently unreasonably denied.

**ARTICLE XX
LONGEVITY**

- A. Employees will be granted longevity pay annually on or about December 1, in a separate check, pursuant to the following schedule so long as the employee has five or more years of full time service on that date:

| <u>Years of Service</u> | <u>% of Annual Pay</u> | <u>Maximum</u> |
|-------------------------|------------------------|----------------|
| 5 | 2 % | \$ 600 |
| 7 | 3% | 800 |
| 10 | 5% | 1,000 |
| 15 | 6% | 1,200 |
| 20 | 7% | 1,400 |

In computing longevity pay, the effective date shall be January 1. If an employee leaves the service of the County prior to December 1st, longevity will be based on the length of service as of December 1st of the current year, pro-rated and paid at time of termination. If the employee is deceased, longevity shall be pro-rated and paid to the estate, as per the above provisions. In calculating longevity pay continuous service with the County only will be considered. However, employees who are laid off by the County and later recalled within two years will not be considered to have a break in their employment for the purposes of this article.

- B. In calculating longevity pay, the time an employee has service with Camden County under CET A or similar Federal Program, or any Grant Program and is subsequently hired on the regular County payroll, that time, provided there has been no break in the service, shall be counted.
- C. For time on an active pay status, any employee retiring during the course of the year shall be entitled to longevity to be paid on a pro-rated basis. Employees who do not work the entire year for any other reason will likewise be entitled to longevity on a pro-rated basis.

**ARTICLE XXI
VACATIONS**

- A. The employee shall be entitled to vacation as follows:
 - 1. Up to one year of service, one working day's vacation for each month of service.
 - 2. After one year and up to ten years of service, twelve (12) working days' vacation.
 - 3. After ten years and up to fifteen years of service, eighteen (18) working days' vacation.
 - 4. After fifteen years and up to twenty years of service, twenty (20) working days' vacation.
 - 5. After twenty years and up to twenty-five years of service, twenty-five (25) working days' vacation.
 - 6. After twenty-five years of service, twenty-eight (28) working days vacation.

- B. In order to exercise seniority, vacation requests shall be submitted by the employee to the Division Head by April 1st so that the Division Head can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1st will result in a loss of seniority preference for the employee. The scheduling of all vacations is subject to approval of the employee's Division Head. For vacations of one (1) week or longer, the Division Head will advise the employee of the approval or disapproval of the requested vacation time.

- C. Employees shall be allowed to use vacation time not accrued in anticipation of continued employment provided that such time is scheduled time with the approval of the Division Head.

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

- E. Vacation time cannot be used for sick time without the express written consent of the employee.

- F. Where in a calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the County may be carried forward into the

next succeeding year only and will be scheduled to be taken in the succeeding year. Denial of vacation time shall be given to the employee in writing. If, in the second year, due to the pressure of work as determined by the County, the employee still has accumulated vacation that will be lost, the employee has a right to sell that time only. Such request shall be made in writing by December 1st.

ARTICLE XXII
SAFETY AND HEALTH

The County agrees to supply all equipment and supplies to the employee that conforms with all applicable Federal and State safety and health laws and regulations.

ARTICLE XXIII
COMMUNICABLE DISEASES

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

ARTICLE XXIV
EQUAL TREATMENT
(Non- Discrimination)

- A. The County and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.
- B. The County and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the County or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.
- C. The County may establish reasonable and necessary rules of work and conduct for employees. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established as provided by NJSA 34: 13A-5.13.
- D. This Agreement shall be equitably applied to all employees covered by this Agreement.
- E. The Union as well as the affected employee shall receive a copy of any disciplinary action and attachment(s) which are placed in an employee's file. All employees shall have the right to review their personnel files upon reasonable request.

ARTICLE XXV
FRINGE BENEFITS

- A. Each employee shall be entitled to one fifteen (15) minute break for each half-day period of work (morning and afternoon and equivalent periods of shift work). Unused break times shall not be credited or accumulated.

- B. Employees required to travel on authorized, necessary County business and who are required to use their personal vehicle shall be reimbursed at the applicable IRS rate per mile plus out-of-pocket expenses.

- C. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month.

**ARTICLE XXVI
GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.
- C.
 - 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application, or violation of policies agreements, and administrative decisions affecting them. With regard to the County, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.
 - 2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

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

STEP TWO: If no agreement can be reached orally within seven (7) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within seven (7) calendar days thereafter to the designated County representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the

applicable Section of this contract violated, and the remedy requested by the grievant. The designated County representative will answer the grievance in writing within seven (7) calendar days of receipt of the written grievance. The County and the Union will meet periodically at either party's request to discuss and try to settle as many grievances as possible prior to a hearing at Step 3. Both parties commit to settle outstanding grievances without the time and expense of having to go through the process below.

STEP THREE: If the Union wishes to appeal the decision of the designated County Representative, such appeal shall be presented in writing within ten (10) calendar days thereafter to the Division of Human Resources to be scheduled for a hearing before a County designated Hearing Officer. The County and the Union shall attempt to agree on which matters are scheduled for presentation to the County Hearing Officer on each hearing date. If no agreement is reached, each party shall have the right to designate fifty percent (50%) of the matters to be heard.

STEP FOUR: If either party wishes to appeal the decision of the County Hearing Officer, such appeal shall be presented in writing to the County Administrator within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The County Administrator, or his designee, shall respond in writing to the grievance within fifteen (15) calendar days of the submission.

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

- E.
 - 1. The parties direct the arbitrator to decide, as preliminary questions, whether he/she has jurisdiction to hear and decide the matter in dispute.
 - 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding on the parties.
- F. Upon prior notice to and authorization of the County Administrator, the designed Union Representative shall be permitted to confer with members of the Grievance Committee, employees, and other County officials on specific grievances in

accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County of Camden or require the recall of off-duty employees.

- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

- H. In the event that the aggrieved elects to pursue remedies available through the Civil Service or EEO or Civil Rights complaint procedures, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Administrator on the grievance. In the event the grievant pursues his/her remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby, shall be paid by the grievant or the Union.

ARTICLE XXVII
WORKERS' COMPENSATION

- A. When an employee is injured on duty, he/she is to receive Workers' Compensation due him plus the difference between the amount received as compensation and the net (not gross) salary during the period of temporary disability, to a maximum of forty-five (45) working days. During this forty-five day period, the employee will receive regular paychecks and will sign over the temporary disability checks.

- B. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive Workers' Compensation. If the employee is entitled to use and authorizes the County to charge time to accumulated sick, vacation or personal leave, the employee may receive the difference between the amount received as Workers' Compensation and his/her salary.

ARTICLE XXVIII
GENERAL PROVISIONS

- A. Whenever any employee of the County who is a representative is mutually scheduled to participate during work hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged with sick leave or vacation time. Employees will be allowed to leave their work stations up to one half (1/2) hour prior to the meetings and will be required to return to their work station at the conclusion of the meeting provided there is at least one and one-half (1 1/2) hours of work time remaining.
- B. Employees will be allowed to attend Conventions in accordance with Titles 34: 13A, 40 and 40A, as long as at least one Assistant Fire Marshal qualified to do investigations is left to provide coverage.
- C. Employees may be reimbursed for job-related courses capped at the rate of \$91 per credit hour for college courses. All such courses must be pre-approved by the Chief Fire Marshal.
- D. Employees will be reimbursed for the cost of obtaining certifications as long as prior approval is obtained from the Fire Marshal.

**ARTICLE XXIX
CLOTHING**

- A. The County will issue, to all newly appointed employees, all uniforms and turnout gear in accordance with the clothing allowance established by the Division of the Fire Marshal. All uniforms and turnout gear will meet N.F.P.A. and O.S.H.A. requirements.
- B. All uniforms will be supplied by the Employer. Employees will receive replacement items as needed if, in the opinion of the County, an item needs replacement each calendar year. All employees will receive an annual uniform maintenance allowance which shall be paid in December of each year. Starting 2003, the annual allowance shall be \$800 per year.
- C. The County will be responsible for the cost of changes in uniforms and turnout gear, and for replacing any turnout gear damaged or contaminated in the line of duty.
- D. Uniforms shall be worn on all duty hours. The Chief Fire Marshal shall determine the proper uniform for the work being performed.
- E. The County shall supply all equipment and supplies necessary for its represented employees to safely and effectively perform their duties.
- F. Replacement items will be replaced according to N.F.P.A. & O.S.H.A. standards.

ARTICLE XXX
SEPARABILITY AND SAVINGS

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

**ARTICLE XXXI
MANAGEMENT RIGHTS**

- A. The County of Camden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the County Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 6. To 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.
 7. The County reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof

are in conformance with the Constitution and Laws of New Jersey and the United States.

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

Union Rights and Responsibilities

- D. Three (3) authorized Union Representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new agreement. Such representatives shall attend negotiations sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- E. Whenever an employee is to be questioned and he/she is being considered a "target" for possible disciplinary action, he/she shall have the right to request a representative of the Union to be present at all stages of the questioning. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from can not be used against said employee to support disciplinary action unless the employee waives the right to representation.
- F. Authorized representatives of the Union, whose name shall be filed in writing with the County, or their designee, shall be permitted to visit any County facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the County or other individuals designated by the County in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. Only one (1) authorized Union representative shall be granted such permission. The Union representative shall not interfere with the normal conduct of work within the County facility.

ARTICLE XXXII
SERVICE RECORDS

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the County and may be used for evaluation purposes by the Chief County Fire Marshal of the County only.
- B. Upon advance notice and at reasonable times, any employee may review his/her personnel file, however this appointment for review must be made through the Chief County Fire Marshal.
- C. Whenever a written complaint concerning an employee or his/her actions is to be placed in this personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in the file. Copies shall also be sent to the Union.
- D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employee's file, and any and all other files within five (5) working days.
- E. All personnel files will be reasonably and carefully maintained and safeguarded permanently and nothing placed in any file shall be removed there from except as provided in Section D above or by mutual agreement.
- F. Maintenance of the personnel files will be in accordance with the archives Laws of the State of New Jersey.

ARTICLE XXXIII
FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. The County agrees to continue all past practices that affect employees, insofar as they do not contradict specific language in this contract.
- D. The parties hereto may amend, modify, delete, expand and/or expound any provision of this agreement at any -time by mutual consent provided such changes shall be in writing and signed by both parties.

ARTICLE XXXIV
PENSIONS

- A. All employees shall retain all pension rights afforded them under the Public Employees Retirement System.

- B. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month.

**ARTICLE XXXV
PROMOTIONS**

When the County determines to create a promotional position(s) in the Fire Marshal's Office, a notice will be posted, with a copy provided to the Union, advising of the nature of the position and the qualifications required therefore.

ARTICLE XXXVI
ADMINISTRATIVE LEAVE WITH PAY

- A. The County will grant administrative leave with pay for the following situations:
1. Any member will be permitted to attend the New Jersey State Fireman's Association convention in accordance with Title 40 provided at least one Assistant Fire Marshal who is qualified to do investigations remains available for duty coverage.
 2. Members who are official representatives of the Union, pursuant to State law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A:14-177.
 3. The County agrees to grant time without loss of regular straight time pay to the Executive Delegate and the President of the Association, (or appointed alternate), for the purpose of attending the regularly scheduled meetings of the State Association provided that at least one weeks written notice is given to the Chief. The Association shall designate, at the beginning of each year, the Executive Delegate and the President. It is specifically understood that the employee designated under this section shall not switch tours in order to receive pay for the purpose of attending said meetings under this section; and it is also understood that if any meetings occur on a non-scheduled period, the employee will receive no pay. The County agrees that they will not change or alter the employees schedule in order to comply with this article. It is provided further that the granting of such leave shall not interfere with the operation of the Fire Marshals normal duties. The number of meetings for which time off without loss of regular straight time pay shall be granted shall not exceed one (1) per month.
 4. During and for negotiations, the Association representatives so authorized by the Association, not to exceed four (4), shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that the need arises.
 5. The County agrees to grant time off for NJFMBA conventions for the President, Executive Delegate and the conventions delegates as per the voting strength of the local as prescribed in the Constitution and By-Laws and in accordance with State Statutes. The FMBA agrees to give the Fire Marshal at least one week's notice.

**ARTICLE XXXVII
DURATION**

This Agreement shall be in force and effect as of January 1, 2003 and shall remain in effect up to and including December 31, 2005. without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter. Until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) and no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Camden, New Jersey on this ____ day of _____, 2003.

For the County of Camden

For the FMBA:

Dated: