

AGREEMENT

between the

**Camden County Health Services Center
Board of Managers**

and

**American Federation of State, County and
Municipal Employees, AFL-CIO
District Council 71
LOCAL 2307**

January 1, 2003 to December 31, 2006

TABLE OF CONTENTS

<u>PREAMBLE</u>	<u>4</u>
<u>ARTICLE I - RECOGNITION</u>	<u>5</u>
<u>ARTICLE II - CHECK-OFF</u>	<u>6</u>
<u>ARTICLE IIA - AGENCY SHOP</u>	<u>7</u>
<u>ARTICLE III - WORK SCHEDULES</u>	<u>8</u>
<u>ARTICLE IV - OVERTIME</u>	<u>9</u>
<u>ARTICLE V - COMPENSATORY TIME</u>	<u>11</u>
<u>ARTICLE VI - CALL IN TIME</u>	<u>12</u>
<u>ARTICLE VII - RATES OF PAY</u>	<u>13</u>
<u>ARTICLE VIII - INSURANCE, HEALTH, AND WELFARE</u>	<u>15</u>
<u>ARTICLE IX - SICK LEAVE</u>	<u>23</u>
<u>ARTICLE X - LEAVE OF ABSENCE</u>	<u>26</u>
<u>ARTICLE XI - WORKERS COMPENSATION</u>	<u>27</u>
<u>ARTICLE XII - SENIORITY</u>	<u>28</u>
<u>ARTICLE XIII - HOLIDAYS</u>	<u>29</u>
<u>ARTICLE XIV - LONGEVITY</u>	<u>31</u>
<u>ARTICLE XV - DIFFERENTIAL PAY</u>	<u>32</u>
<u>ARTICLE XVI - VACATION</u>	<u>33</u>
<u>ARTICLE XVII - STRIKES AND LOCKOUTS</u>	<u>34</u>
<u>ARTICLE XVIII - SAFETY, HEALTH, AND HUMAN RELATIONS</u>	<u>35</u>
<u>ARTICLE XIX - EQUAL TREATMENT</u>	<u>36</u>
<u>ARTICLE XX - GRIEVANCE PROCEDURE</u>	<u>37</u>
<u>ARTICLE XXI - BEREAVEMENT LEAVE</u>	<u>40</u>
<u>ARTICLE XXII - MILITARY LEAVE</u>	<u>41</u>
<u>ARTICLE XXIII - UNION BUSINESS</u>	<u>42</u>
<u>ARTICLE XXIV - UNIFORM ALLOWANCE</u>	<u>43</u>
<u>ARTICLE XXV - GENERAL PROVISIONS</u>	<u>44</u>
<u>ARTICLE XXVI - MANAGEMENT RIGHTS</u>	<u>45</u>
<u>ARTICLE XXVII - DISCIPLINARY ACTION</u>	<u>46</u>
<u>ARTICLE XXVIII - JOB POSTING</u>	<u>47</u>
<u>ARTICLE XXIX - MATERNITY LEAVE</u>	<u>48</u>
<u>ARTICLE XXX – JURY DUTY</u>	<u>49</u>
<u>ARTICLE XXXI – COURT TIME/ADMINISTRATIVE LAW HEARING</u>	<u>50</u>
<u>ARTICLE XXXII - SEPARABILITY AND SAVINGS</u>	<u>51</u>
<u>ARTICLE XXXIII - FULLY-BARGAINED AGREEMENT</u>	<u>52</u>

<u>ARTICLE XXXIV – DURATION</u>	<u>53</u>
<u>MEMORANDUM OF AGREEMENT - I</u>	<u>54</u>
<u>MEMORANDUM OF AGREEMENT - 2</u>	<u>55</u>
<u>MEMORANDUM OF AGREEMENT – 3</u>	<u>56</u>

PREAMBLE

This Agreement entered into this day of , 2004, by and between the Camden County Health Services Center Board of Managers, hereinafter called the “Board”, and Local 2307 which is affiliated with District Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the “Union”, has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the Board and the Union.

ARTICLE I - RECOGNITION

- A. The employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed in Appendix A, which is part of this Agreement.

- B. Specifically excluded from the bargaining unit are all supervisory classifications and all other employees of the Board not specifically enumerated in Appendix A, which is attached hereto. This recognition shall not be interpreted as having the effect of abrogating the rights of employees as established by the Laws of 1974, Chapter 123.

ARTICLE II - CHECK-OFF

- A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME District Council 71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14159e, as amended, and members shall be eligible to withdraw such authority during July of each year.
- B. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the Board.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of the names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.
- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board an official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.
- E. The Union will provide the necessary "Check off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Chief Financial Officer.
- F. The Union shall indemnify, defend, and save the Board 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 Union or by the Board in reliance upon the official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.
- G. The Board agrees to deduct the monthly credit union deduction from the pay of those employees who request in writing that such deduction be made. This provision is made subject to the legality of the deductions, and if subsequently determined that said deductions cannot be made, the Board shall not make said deductions.

ARTICLE IIA - AGENCY SHOP

- A. The Board 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.
- B. The deductions 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 fair share assessment must also be furnished to the New Jersey Public Relations Commission.
- C. 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 (85%) percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the 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 Board.
- E. The Union shall establish and maintain a procedure whereby an individual who is paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F. The Union shall indemnify, defend, and save the Board harmless against any and all claims, demands, suit, or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Board, or in reliance upon the official notification on the letterhead of the Union to and signed by the President of the Local Union, advising of such changed deduction.

ARTICLE III - WORK SCHEDULES

- A. The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday inclusive, except for Building Maintenance Workers and those employees who are assigned to continuous operation shift as set forth below.
 - 1. Non-continuous operation shift employees are employees (including skilled and unskilled) in maintenance and engineering employees.
 - 2. Continuous operation shift employees are all those employees other than non-continuous operation shift employees as defined above.
- B. The regular starting time for the work shifts will not be changed without one (1) week's notice except in case of emergency, to the affected employee-, and without first having discussed the need for such changes with the Union. Within thirty (30) days after the signing of this Agreement, the Board will furnish to the Union a list of those persons and/or positions having the authority to designate an emergency with respect to the notification provisions of this section.
- C. Where continuous operations are required on a twenty-four hour per day, seven day per week basis, employees assigned to such a schedule will have their work assignment arranged in a manner which will provide approximately one half (1/2) of the Saturdays and Sundays off to all such employees in each calendar year.
- D. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority, as defined in Article XII. Such preference will be exercised only when vacancies occur or when, for other reasons changes in the number of employees per shift are being made. In no instance will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.
- E. Institutional Attendants should report 15 minutes before their normal starting time without compensation for the purpose of coordinating with the next shift.
- F. Flex time shall last for six months unless an emergency on behalf of either the employee or the Center necessitates a change. The Union will be notified of such a change. As much notice as is practicable will be given when an emergency causes such a change. Flex time must have the agreement of the employer, the employee, and the employee's bargaining unit.

ARTICLE IV - OVERTIME

- A. Starting pay period one of 1997, vacation time will count towards the eighty hour base in calculating overtime. Overtime is defined as any time worked beyond eighty (80) hours in a two (2) week period and it is granted only when the employee is authorized to work by a supervisor. Sick and vacation time taken during a pay period will not count towards the eighty hour base in calculating overtime.

- B. Time and one half (1 ½) the employee's regular rate of pay shall be paid for work under any of the following conditions:
 - 1. All work performed in excess of eighty (80) hours in a two (2) week period except those hours for which time and one half (1 ½) or double time is paid which shall not be included in the eighty (80) hour base.
 - 2. All work performed on Saturday, except for employees assigned to continuous operation shifts.
 - 3. Employees on continuous operations who are required to work a holiday shall receive time and one half (1 ½) for the hours worked on that holiday, in addition to pay for that day.

- C. Double time the employee's regular hourly rate of pay shall be paid for work performed under any of the following conditions:
 - 1. All work performed on Sunday, except for employees assigned to continuous operation shift.
 - 2. For holidays in addition to the holiday pay, provided such time does not fall within a regular shift of duty.
 - 3. All work performed in excess of sixteen (16) consecutive hours of work.

- D. When employees assigned to continuous operation shift perform work on the sixth consecutive day of their scheduled work week, such day shall be considered as a Saturday for the purpose of computing overtime, as set forth above. When such employees work on the seventh consecutive day of their scheduled work week, (providing such employee has worked six prior consecutive days) such day shall be considered as a Sunday for the purpose of computing overtime, as stated above.

ARTICLE IV (cont.)

- E. In so far as practicable, overtime shall be distributed as equally as possible among the employees within the same classification. Overtime will be rotated with the more senior employee being given the opportunity of working overtime provided the employee has the ability to perform the work required. If in the event the assignment of overtime is necessary, such assignment shall be made in reverse order of seniority and employees may be required to work a reasonable amount of overtime.
- F. Overtime shall be paid currently, or at least no later than the second pay period after overtime was performed.
- G. For work performed on a holiday, an employee will be entitled at his option to receive payment in cash or compensatory time off subject to the approval of his immediate supervisor. If the employee is unable to take the compensatory time off before the end of the calendar year in which such time was earned, the employee will be entitled to sell such compensatory time.
- H. Time paid for (whether or not worked but not including overtime) will be considered as time worked for the purpose of computing overtime paid in accordance with this Article as modified by Section A.
 - 1. All overtime must be approved in advance by a Department Head or his designee. In appropriate circumstances, the approval may be granted by the Department Head through published standing operating procedures. Employees performing overtime work without such approval may be subject to discipline.

ARTICLE V - COMPENSATORY TIME

Employees may retain no more than the equivalent of ten (10) days compensatory time. Thereafter, compensatory time earned must be taken or sold in accordance with the following schedule:

Schedule on Compensatory Time

Time Earned...	-	Must be taken or sold by...
From May 1, 2001 to April 30, 2002		April 30, 2003
From May 1, 2002 to April 30, 2003		April 30, 2004
From May 1, 2003 to April 30, 2004		April 30, 2005
From May 1, 2004 to April 30, 2005		April 30, 2006
From May 1, 2005 to April 30, 2006		April 30, 2007
From May 1, 2006 to April 30, 2007		April 30, 2008

Compensatory time sold will be paid by the June 15 of each year at the rate in effect at the time. Employees may always retain no more than the equivalent of ten (10) days of compensatory time for their use. When using compensatory time, the oldest accrued time will be charged first.

ARTICLE VI - CALL IN TIME

- A. If an employee is recalled to duty, he shall receive a minimum guarantee of three (3) hours compensation at the overtime rate regardless of the number of hours actually worked provided said recall is not immediately prior to the employee's normal shift. The Board shall have the right to retain the employee on duty for the minimum time period. If the employee's call in time assignment and his regular shift over-lap, he shall be paid time and one half for that period worked prior to the regular shift. For the balance of his regular shift, the employee shall be paid at his appropriate rate.

- B. Nothing contained in this agreement to the contrary notwithstanding, an employee called in to work during a period other than his or her regularly scheduled hours shall be compensated as of the time he or she is called if he or she actually reports for duty within one hour of the time of the call. If such employee reports for work at some time later than one hour from the call, compensation shall be for the period commencing with the time the employee reports for work.

ARTICLE VII - RATES OF PAY

- A. The pay scales for all employees covered by this Agreement shall be set forth in the attached schedules.
- B. New or additional employees hired during the term of this Agreement shall be governed by the attached pay scales.
- C. All employees covered by the terms of this Agreement shall reach a minimum salary as set forth in the schedule attached.
- D. The established salaries are fixed on the basis of full-time service in full-time positions. If the Board of Managers establishes any position on a part-time basis, or if the Board approves the incumbent of any full-time position for part-time service only, the rate of pay for the position shall be proportionately reduced, unless otherwise stated.
- E. An employee who performs work in a higher paid classification than his own shall be temporarily assigned and paid for such work after performing said work for one week, spending at least 50% of his time on the higher paid job. An employee shall be paid at the rate of his own classification when performing work in a lower paid classification.
- F.
 - 1. Current employees covered by this Agreement will receive an additional forty-five cents (\$.45) per hour on the 2002 base hourly rate retroactive to pay period one of 2003.
 - 2. All current employees covered by this Agreement will receive fifty cents (\$.50) per hour on their base 2003 hourly rate retroactive to pay period one of 2004.
 - 3. Employees covered by this Agreement will receive fifty cents (\$.50) per hour increase to their base 2004 hourly rate effective pay period one of 2005.
 - 4. Employees covered by this Agreement will receive fifty-five cents (\$.55) per hour increase to their base 2005 hourly rate effective pay period one of 2006.

Retroactive monies will be due only to employees who retired prior to the signing of the Agreement but after December 31, 2002.
- G. Effective the signing of this Agreement, the hiring rate will be \$10.50 per hour. Effective December 31, 1996, all employees will be frozen on their current steps as modified by the above increases. The employer will continue to hire employees at step one or step two.

ARTICLE VII (Con't.)

Employees hired after January 1, 1993, will move to the next step of the salary guide 18 months after the employee's anniversary date; and thereafter will move to the next step of the salary guide after the employee's 36th month of employment. Thereafter, these employees' movement on the guide will occur every 12 month period as with current employees.

ARTICLE VIII - INSURANCE, HEALTH, AND WELFARE

A. The Board may continue its self-insurance program or utilize an insurance carrier so long as substantially similar benefits as exist under the 1979 contract are provided, except as provided below.

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

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Article VIII (cont.)

2. 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 the non-generic prescription drug in addition to the co-pay.
3. Employees are encouraged to utilize the services of "Preferred Providers". The Board 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 Board's self-insured health benefit program.
 - a. Employees will be advised by the Board of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one full year. At the end of the year, an employee may opt out of the "Preferred Provider" and revert back to the standard Board insurance plan.
 - b. Certain other "Preferred Providers" as designated by the Board 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.
4. In the event any participant covered by the Board'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 Board 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 Board's self-insured benefits program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

ARTICLE VIII (cont.)

ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
 2. Cataract Removal
 3. D. & C. (Dilation and Curettage)
 4. Hemorrhoidectomy
 5. Hemiorrhaphy
 6. Hysterectomy
 7. Knee Surgery
 8. Spinal and Vertebral Surgery
 9. Ligation and Stripping of Varicose Veins
 10. Mastectomy or other Breast Surgery
 11. Prostatectomy
 12. Submucous resection
 13. Tonsillectomy and/or Adenoidectomy
5. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the Board's self-insured health benefits program only when performed on an outpatient 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. 12. Correction of Hammer Toe
13. Removal of Foreign Body
14. Vasectomies
15. Bronchoscopy
16. Laryngoscopy
17. Minor Fractures

ARTICLE VIII (cont.)

6. 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 Board'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.
7. There will be no benefits paid under the Board'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.
8. Participants in the Board'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 Board, 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 \$100.00 per bill.
9. When any payment is made under the Board's self-insured health benefits program, the Board 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.
10. Any participants currently retired from the Board and those who retire from the Board within less than twenty-five (25) years of service with the Board, but more than (5) years of service with the Board shall continue to receive all health benefits in accordance with paragraph A above, and at the same cost to the participant as currently exists. All employees who, beginning sixty (60) days after the execution of this Agreement, retire from the Board with five years of service or less with the Board as of their date of retirement shall be entitled to receive all health benefits as set for the 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 Board and adjusted on an annual basis. Any participant who is ineligible for retirement and who ceases to be employed by the Board for any reason other than termination for disciplinary reasons may purchase such health benefit for a period not to exceed 120 days at a cost of fifty percent (50%) of the Board's actual cost.

ARTICLE VIII (cont.)

All employees who retire from the Board of Managers on or after January 1, 2003, shall be entitled to receive all health and prescription benefits in accordance with Section 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 Board of Managers and adjusted on an annual basis.

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
Under 10 years	COBRA only
10 up to 15 years	20%
15 up to 20 years	15%
20 up to 25 years	10%
25 years and over	0%

- B. The Board will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his or her spouse reaches age 65 up to six months immediately prior to the employee's retirement.
- C. The Board will pay health insurance premiums for a plan providing benefits as required in Section A above for a Board employee who has retired after twenty-five (25) years of service with the Board.
- D. It is further agreed between the Employer and the Union that the employer shall pay or cause to be paid to the South Jersey Public Employees Health and Welfare Fund the sums noted below for each full-time employee who is a member of the Union and for whom the Union is the bargaining agent for the purpose of this contract, as listed in Appendix A, part of this Agreement is follows:
 - 1. The payment for 2003 is \$330.00 per annum per employee and will increase to \$400.00 per annum per employee for the life of the contract and shall continue until a successor Agreement is signed.
- E. The Union agrees to save and hold harmless the Board from any liability arising out of the administering of the fund to which this sum shall be paid on behalf of each employee as stated above, and further agrees to make available to the Board audits or reports dealing with said funds since the inception of the fund by June 30th for each year.
- F. The Board shall allow the Union to place at work locations agreed upon by the Board and the Union information regarding the employee's Union administered health benefits.

ARTICLE VIII (cont.)

- G. 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:

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

All deductions are limited to a maximum of 3% of an individual's base gross pay.

- H. Effective January 1, 1996, the Board of Managers will enroll all employees in the New Jersey Temporary Disability Benefits Plan.
- I. Effective the signing of the Agreement, the co-pay for both the HMO and the PPO will increase to \$10 for a primary care physician and \$15 for a specialist.
- J. 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 and/or prescription and/or dental plan through a working spouse or who chose not to maintain the County's health coverage and/or prescription plan. Employees may opt out at any time during the year but must remain in the program for one full year.
1. If any employee chooses to participate in this program and selects one of the options set forth below, the employee shall receive the monetary incentive specified. After 2003, the opt out will be frozen at the 2003 levels.
 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 immediately and retroactively to the date of restore the employee, his or her spouse and/or dependents to coverage under the County's Plan for the remainder of that year. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment period. Where an employee participates in the program for less than one full year, the County shall be entitled, through payroll deductions to recoup the prorated balance of the incentive paid. The employee shall authorize such payroll deductions, in writing, at the time the employee opts to participate in the program.

ARTICLE VIII (cont.)

3. The optional health benefits program provided above shall be available to all new employee on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees. After 2003, the opt out will be frozen at the 2003 level.
4. The incentive shall be paid to the employee no later than one month after the effective date of the option.
5. Effective January 1993 the optional health benefits program set forth above shall be extended to the County's self-funded prescription program and employees who drop such coverage shall be entitled to an incentive of fifty (50%) percent of the annual premium cost, paid immediately in 1993, and equal monthly installments in 1994 and thereafter up to 2003 under the same terms and conditions as are applicable to participation in the remainder of the optional health benefits program. After 2003, the opt out will be frozen at the 2003 levels. The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.
6. There shall be no opt out for spouses or relatives where one is a dependent if both are on the County payroll and would otherwise be eligible for benefits. The two employees must choose one type of coverage only. Married employees currently receiving opt out will receive 80% of the 2003 rate for 2004; 60% of the 2003 rate for 2005; 40% of the 2003 rate for 2006; 20% of the 2003 rate for 2007; and 0% for 2008.

Employees who are elected officials in municipalities are not eligible for opt out if they receive health benefits from the municipality. Employees who are retirees from another public entity in New Jersey and are receiving benefits from that public entity, are not eligible for opt out.

ARTICLE VIII (cont.)

- K. All coverage is standardized 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.
- 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 capped at \$1,000 per event.
- M. Employee on personal leave will pay for health and prescription benefits on the following scale:

Under \$40,000.	20%
\$40,001. to \$50,000.	30%
\$50,001. to \$70,000.	40%
Over \$70,000.	50%

Employees on any kind of medical leave would pay:
Cumulative within a rolling 24 month period

First 3 months	0% of the premium
Months 3 to 6	15%
Months 6 to 9	20%
Over nine months	30%

- N. The Center agrees to initiate a wellness program described in Appendix B.

ARTICLE IX - SICK LEAVE

- A. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family (as defined) who is critically ill and requires the presence of the employee.
- B. Immediate family is defined to include Mother and Father, Mother and Father-in-law, Brother and Sister, Spouse, Children or foster Children of the employee, Grandchildren and Grandmother and Grandfather.
- C. Permanent employees in the County and Board service shall be entitled to the following sick leave of absence with pay:
 - 1. One (1) working day sick leave with pay for each month of service from the date of permanent appointment up to and including the anniversary of such appointment, and fifteen (15) days sick leave with pay annually thereafter, effective 1990. Following the 1st anniversary of such appointment, seven and one half (7 ½) sick days will be credited on the first pay period of the calendar year and seven and one half (7 ½) sick days will be credited on the fourteenth pay period of the calendar year. For anniversary dates falling in pay periods other than the first and 14th pay period sick leave will be pro-rated for the remaining half of the calendar year in which the employee's anniversary date falls. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. If any employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay when needed. (See also "D")
 - 2. If any employee is absent for three (3) consecutive working days for any reasons set forth in the above rule, the Board of Managers or their designees may require acceptable evidence on the form prescribed. The nature of illness and length of time the employee was absent should be stated on a doctor's certificate. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

ARTICLE IX (cont.)

3. In addition, at the discretion of the Department Head, the employee seeking sick leave may be required to submit medical evidence to substantiate his request whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. Failure to provide adequate medical evidence may result in denial of sick leave benefits, and the time involved during which the employee was absent shall be charged against vacation time, if any, provided the employee agrees in writing, and further provided that such use of vacation time shall not be used to circumvent either the provisions or the intent of Article XVII Strikes and Lockouts.
4. An employee who does not expect to report to work on any work day must notify the appropriate office by telephone or personal messenger within one (1) hour prior to the beginning hour.
5. In addition, absence for five (5) consecutive days without notification to the employer shall be deemed to constitute a separation from service of the Board.
6. Sick leave claimed by reasons of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
7. The total years of service after permanent appointment of an employee in the classified N.J. Department of Personnel shall be considered in computing accumulated sick leave due and available and shall be granted and governed in accordance with prevailing N.J. Department of Personnel regulations during the life of this Agreement.
8. Full-time temporary employees in the Board service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
9. Part-time provisional or temporary employees will be entitled to prorated sick time after the third month of employment.

ARTICLE IX (cont.)

- D. Starting with sick leave accrued under N.J. Department of Personnel Regulations in January, 1992, and continuing through December, 1994, up to an annual maximum of fifteen (15) days, any unused sick leave will be payable to employees covered by this Agreement no later than January 15, 1992, January 15, 1993 and January 15, 1994 for the prior year. The employee has the right to elect to continue accumulating sick leave as per N.J. Department of Personnel rules or to take cash payment as provided above. In either event, the employee must be on an active pay status as of December 1st. The employee must select one of the two options only. All sick leave shall be initially charged against the unused sick leave for the year in which it is taken and then against any accumulated sick leave.

- E. Employees who retire at 60 years of age or over with 25 or more years of service may sell one half of their accumulated sick time up to a maximum of \$15,000 upon retirement.

ARTICLE X - LEAVE OF ABSENCE

- A. Leave of absence for employees shall be granted as provided under New Jersey Department of Personnel statutes, rules and regulations, except as otherwise expanded.
- B. The District Council shall be allotted a total of 100 days off per year to be utilized by the local for Union business (conventions, seminars, conferences, and meetings called by the District Council.) Unused days may be carried over to the next year and shall be utilized first.
- C. A separate bank of "30" Union leave days will be established for the purpose of other Union business, including grievance processing and investigation. Employee/union representatives will not be charged Union leave time for any employer - initiated meetings, conferences or disciplinary proceedings. Time in this 30-day bank must be mutually scheduled.
- D. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of this State in time of war or emergency or pursuant to or in connection with the operation of any system of selective service. Employees having only temporary status who enter upon such active duty will be regarded as having resigned.
- E. A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), or one who wishes to engage in an appropriate course of job-related study, or for any reasons considered valid by the Employer for a period not to exceed six (6) months. Said special leave may be extended for another period of six (6) months with the approval of the Employer. Any permanent employee desiring such special leave without pay shall submit his request in writing, stating the reason why, in his opinion, the request should be granted along with the anticipated date of his return to duty.
- F. An employee who is a member of the Union and who is lawfully elevated to an official full-time position in the parent Union may be granted a leave of absence without pay to attend to his official duties for an initial period of three years with additional time to be approved by the Employer.
- G. Employees returning from authorized leaves of absence as defined above will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or any other employee rights, privileges, or benefits.
- H. When an employee returns from an approved leave of absence any dues check off authorization in effect prior to the approved leave shall be reactivated.

ARTICLE XI - WORKERS COMPENSATION

- A. When an employee is injured on duty, he is to receive Workers Compensation due him plus the difference between the amount received as compensation and his *net* salary, not gross, during the period of temporary disability, to a maximum of forty-five (45) working days.
- B. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive the Worker's Compensation; if the employee is entitled to use and authorizes the employer to charge time to accumulated sick leave, the employee may receive the difference between the amount received as Worker's Compensation and his salary.

ARTICLE XII - SENIORITY

- A. Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire.
- B. An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credits for the time he was not employed by the Employer.
- C. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records; first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's last name).
- D. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification, and pay rate of each employee covered by this Agreement and the Employer shall furnish copies of same to the Union in January and July of each year.
- E. Except where New Jersey Department of Personnel statutes provide otherwise, in cases of provisional promotions, demotions, layoffs, recalls, vacation schedules, or situations where substantially better working conditions are involved, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

ARTICLE XIII - HOLIDAYS

A. <u>FLOATING HOLIDAYS</u>	<u>ESTABLISHED</u>
<u>HOLIDAYS</u>	
Election Day	New Years Day
Columbus Day	Good Friday
President's Day	Memorial Day
Veteran's Day	July 4 th
	Labor Day
	Thanksgiving Day
	Christmas Day
	Martin Luther King Day

Established holidays shall be celebrated on the day on which they are observed and employees shall normally receive the day off with pay. If required to work, they shall be entitled to holiday pay in addition to their regular pay.

Employees must submit three options for floating holidays two weeks prior to the posting date of the schedule in which the holiday occurs. Monday through Friday employees will submit their three choices two weeks before the celebrated day of the holiday. The three options must be Monday through Friday and must be within the time period covered by the schedule to be posted. When there is a conflict due to staffing, the Board will use seniority to determine who gets which days off. In any case, the employee must be given one of the three choices. Those employees who select fewer than three days will have a day assigned within that period if they cannot be accommodated on the day they want. All Shift employees will have the choice of Thanksgiving Eve or Thanksgiving Day; Christmas Eve or Christmas Day; and New Years Eve or New Years Day as their holiday.

- B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday. Holidays, which fall within an employee's vacation period, shall be celebrated at the employee's option, either immediately before or after his vacation period. There shall only be one (1) day of celebration in the event that holidays are celebrated on a day other than the actual date of said holiday, and no additional pay shall be received because of the adjustment of the day of celebration.
- C. When the Board of Managers declare by formal action, a day off for all Employees covered by this local, those who are required to work on that day shall be given a compensatory day at a later date. This provision has no applicability when holidays are granted pursuant to a contract with other representative association or unions. The compensatory day may be requested by the employee, is subject to the approval of the Board's designated representative and shall be scheduled in accordance with the needs of the Board.

ARTICLE XIII (cont.)

- D. To be eligible for the holiday pay, an employee must work or be on an approved leave the last working day prior to the holiday and the first working day after the holiday.
- E. Employees will continue to enjoy three personal days per year. Such personal time will be earned and credited at the rate of one day every fourth month beginning January 1st of each year. All personal time not used by December 31st of any year will be forfeited.

ARTICLE XIV - LONGEVITY

- A. Longevity payments will be made each year to the employees covered by this contract in accordance with the schedule outlined below. Said payments will be made no later than five (5) working days after December 1 in a separate check issued to eligible employees. In order to be eligible for longevity payments, employees must have permanent classified Civil Service status. Employees must also have a minimum of five (5) years of continuous full-time service in the year longevity is to be paid, regardless of when the employee's actual anniversary date falls, making him eligible for longevity.

5 years to 7 years	2% of annual pay	\$600.00 Maximum
7 years 1 day to 10 yrs.	3% of annual pay	\$800.00 Maximum
10 yrs. 1 day to 15 yrs.	5% of annual pay	\$1,000.00 Maximum
15 yrs. 1 day to 20 yrs.	6% of annual pay	\$1,200.00 Maximum
20 yrs. 1 day or more	7% of annual pay	\$1,400.00 Maximum

- B. For time actually worked, any employee retiring during the course of the year shall be entitled to longevity to be paid on a pro-rated basis and employees who do not work the entire year for any other reason will likewise be entitled to longevity on a pro-rated basis.
- C. In calculating longevity pay, the time an employee has served with Camden County under CETA 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.
- D. In calculating longevity pay, continuous service with the County and the Board only, will be considered. However, employees who are laid off by the County or the Board and later recalled within two years will not be considered to have a break in their employment the purpose of this Article.

ARTICLE XV - DIFFERENTIAL PAY

- A. Employees permanently assigned to the 2nd shift (between 3 p.m. and midnight) will be compensated at an additional rate of 10 percent times the hourly rate, provided such employee's regular work day is seven or more hours.
- B. Employees permanently assigned to the third shift (between 11p.m. and 8 a.m.) shall be compensated at an additional rate of eight (8) percent times the hourly rate, provided such employee's regular work day schedule is seven or more hours.
- C. Effective the signing of this Agreement, continuous shift employees will be entitled to \$2.50 per hour weekend differential for scheduled time actually worked. Employees who are absent on a scheduled weekend day for non-pre-approved sick absent call, no call will be required to make up the day on a scheduled weekend day off on the same shift at straight time without the differential.

ARTICLE XVI - VACATION

- A. Permanent full-time employees in the County and/or Board service shall be entitled to the following annual vacation with pay:
 - 1. Up to one year of service, one working day vacation for each month of service; after one year and up to ten years of service, thirteen working days vacation; after ten years and up to 15 years service, 16 working days vacation; after 15 years of service and up to 20 years of service, 18 working days vacation; after 20 years of service, 25 working days vacation.
 - 2. Said employees shall have the right to take all vacation days that they would be entitled to for the year anytime during the year.
- B. Temporary full-time employees in the County and/or Board Service shall be entitled to vacation leave to the same extent such leave is provided for full-time permanent employees; however, temporary employees may use their vacation time as accrued or accrue same for full use only during the second half of the year.
- C. Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the schedule above. Part-time provisional or temporary employees will be entitled to pro-rated vacation time after the third month of employment.
- D. Where in any calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding year only.
- E. In order to exercise seniority, vacation request shall be submitted to the appropriate Department Head by May 15th so that the Department Head can devise a vacation schedule. Vacation request slips should include a first, second and third request. Failure to submit a vacation request by May 15th will result in the loss of seniority preference for selection of vacation. The Employer shall respond in writing to the employee's request for vacation leave within 30 days after submission.
- F. Any request for payment of vacation time accrued for the prior year must be made in writing by December 1st of the current year or be lost.

ARTICLE XVII - STRIKES AND LOCKOUTS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of (employment), work stoppage, slow-down, walk-out, or other illegal job action against the Board. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Board, and that the Union shall take such other steps as may be necessary under the circumstances to have the employees return to work or discontinue the job action.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- D. The Board agrees that it will not engage in the lockout of any of its employees.

ARTICLE XVIII - SAFETY, HEALTH, AND HUMAN RELATIONS

- A. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools, or devices that may be reasonably necessary to ensure their safety and health.
- B. The Employer and the Union shall designate three safety committee members for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee members representing the Union shall be permitted, upon prior notice to and authorization of the Board's designated representative, a reasonable opportunity to visit work locations throughout the Board's facilities where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay for periods not to exceed five (5) hours per week, unless additional time is authorized by the Employer.
- C. The Employer and the Union shall designate three members each for the purpose of forming a committee to promote human relations. The committee shall meet periodically as is deemed necessary by the parties concerned.
- D. Employees must wear all safety equipment provided for them by the Board. Failure to do so shall subject the employee to possible disciplinary action.

ARTICLE XIX - EQUAL TREATMENT

- A. The Board and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.
- B. The Board may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.
- C. Ten (10) working days prior to the implementation of any rules of work and conduct for employees established by the Board pursuant to Section B above, the Board agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.
- D. Any and all policies or regulations will be posted by the Employer five (5) days prior to implementation.

ARTICLE XX - 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. With regard to employees, the term "grievance" as used herein means:
1. 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 Board, the term "grievance" as used herein means 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 Four herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.
 3. An employee shall have the right to appeal all disciplinary actions brought against said employee through the grievance procedure.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the 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 ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of grievance.

STEP TWO: If no agreement can be reached orally within the (10) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within ten (10) working days thereafter to the Department Head or his designated 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 Department Head or his designated representative will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

ARTICLE XX (cont.)

STEP THREE: If the Union wishes to appeal the decision of the Department Head or his designated representative, such appeal shall be presented in writing to the Personnel Director within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Hearing Officer shall hold a hearing within twenty (20) working days and he shall thereafter respond, in writing, within ten (10) working days after such hearing.

STEP FOUR: If either party wishes to appeal the decision of the Hearing Officer, such appeal shall be presented in writing to the Chief Executive Officer within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Chief Executive Officer, or his designee, shall respond in writing to the grievance within fifteen (15) working days of the submission. The Union may elect to bypass Step Four and proceed to Step Five in the event the grievance constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.

STEP FIVE: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration providing such request is made no later than fifteen (15) working days after decision at Step Three or Step Four, as may be appropriate. This dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be paid equally by the Board and the Union. No employee shall be denied his compensation for appearance as a witness in accordance with this article. Any other expense, including but not limited to the presentation of non-Board employee witnesses, shall be paid by the parties incurring same.

- E.
1. The parties direct the arbitrator to decide, as a Preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
 2. The arbitrator shall be bound by the provisions of this Agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or binding upon the parties and shall be in writing reasons thereto.
 3. Only one (1) issue shall be submitted to the arbitrator for his determination in any single case unless otherwise mutually agreed to by the parties.
 4. Upon notice to and authorization of the Chief Executive Officer, the designated Union Representatives shall be permitted as members of the Grievance Committee to confer with employees and the County and/or Board of Managers Management 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 employer or require the recall of off-duty Employees. ***(See Article X, Section C)**

ARTICLE XX (cont.)

- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last 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.
- G. In the event that the aggrieved elects to pursue remedies available through New Jersey Department of Personnel, the grievance shall not proceed beyond Step Three or Step Four as may be appropriate. 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 of the Hearing Officer or the Chief Executive Officer as appropriate in the event that the matter is pursued to Step Four. In the event the grievant pursues his remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, should be canceled and the filing fees and expenses, if any, incurred thereby shall be paid by the grievant or the Union.
- H. The Union will notify the appropriate Step Two designee of the Board in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. For purposes of this paragraph, representatives shall include and be limited to the Shop Steward and/or his Local President. Employees so designated by the Union will be permitted to confer with other Unions, employees and with Employer representatives regarding the matter of employee representation during working hours without loss of pay for periods not in excess of one (1) hour per day, unless additional time is authorized by the Employer, provided that the conduct of such business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.* **(See Article X, Section C)**
- I. Agents of the Union, who are not employees of the Employer, may be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as such right is reasonable, exercised and provided further that there is no undue interference with the Employer's work by such agents.
- J. The Employer and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any Step.

ARTICLE XXI - BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of regular pay which in no event shall exceed (4) working days all of which shall be taken between the day of death and four (4) working days after the funeral.
- B. The term "immediate family" shall include mother, father, mother-in-law, father-in-law, parental guardians, brother, sister, spouse, children or foster children of the employee, grandmother or grandfather and grandchild.
- C. In the event of a brother-in-law or sister-in-law, the employee shall be granted time off without loss of regular pay for one (1) working day for the purpose of attending the funeral.
- D. In the event of the death of an employee, their estate shall be entitled to compensation for all earned vacation and compensatory time.

ARTICLE XXII - MILITARY LEAVE

- A. An employee who is a member of the National Guard or Reserves of Military and Naval Forces of the United States and is required to undergo annual field training will be granted a leave of absence with pay for the period of such tour of duty.
- B. This leave shall be addition to annual vacation leave, provided the employee presents official notice from his Commanding Officer prior to the date of such leave and has advised his supervisor no later than thirty (30) days prior to the commencement of such leave. The aforementioned duty shall not exceed two (2) weeks.

ARTICLE XXIII - UNION BUSINESS

- A. Whenever any employee of the Board who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance, proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave. * (See Article X, Section C)
- B. For meetings conducted at City Hall the employee will be permitted to leave his/her work station up to one (1) hour prior to the meeting and will be required to return to his/her work station at the conclusion of the meeting provided there is at least one (1) hour of working time remaining. * (See Article X, Section C)
- C. For meetings held at the County Hospital Complex or Highway and Parks Department Complex, the travel time noted above (one hour) will be only one-half hour. * (See Article X, Section C)

ARTICLE XXIV - UNIFORM ALLOWANCE

- A. Employees subject to uniform requirements shall be granted a uniform maintenance allowance of three hundred dollars (\$300.00), which shall increase for 2004 and beyond to three hundred seventy-five dollars (\$375.00). "Uniform" shall be defined as the required type of clothing within the group of employees so required to wear uniforms, dictated by the conditions of employment.
- B. The employee will only be eligible for uniform allowance during the time he is actively working or on an approved sick leave with pay or Workers Compensation.
- C. If patches are required the Board will supply them and the employee will be responsible to have them sewn on the uniforms.

ARTICLE XXV - GENERAL PROVISIONS

- A. The Union shall have the use of the Union employee bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the signature of the Union President or his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.
- B. It is agreed that representatives of the Employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.
- C. The jurisdiction and authority of the Employer over matters not contained in this Agreement is expressly and impliedly reserved by the Employer.
- D. Employees who are covered by this Agreement shall perform duties and responsibilities outlined in the N.J. Department of Personnel job specifications for their positions.
- E. Employee Physical. Dietary employees shall receive a physical every six (6) months. Nursing employees shall receive a physical once per year. The employee has the option of receiving a physical from a County doctor or from his own private physician. Third Shift employees who choose to receive physical at the Hospital shall be seen by a doctor in the morning.
- F. Employee performance evaluation should be clearly designed using standards recognized by State and Federal Authorities. Evaluations are required on a yearly basis.
- G. The Board shall be responsible for printing in booklet form this Agreement within forty-five (45) days of its having been signed by the Parties, provided that the Union supplies the materials needed for said printing. The Union shall be responsible for the distribution of the booklet to all persons covered by this Agreement.
- H. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) payments to an employee each month.
- I. The Board shall supply copies of formal Board of Managers resolutions relating to personnel matters to Council 71 within a reasonable period of time after the adoption of said resolutions.
- J. A Union representative will be allotted a 30 minute presentation for the purpose of introducing the Union during orientation.

ARTICLE XXVI - MANAGEMENT RIGHTS

- A. The Board of Managers hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Health Services Center 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 Board.
 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 purpose 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 Board 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 operations of the Department.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, 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 of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE XXVII - DISCIPLINARY ACTION

- A. This Article shall apply to all permanent employees, and provisional employees with permanent status.
- B. Discipline of an employee shall be imposed for good and just cause according to law. Disciplinary action will be initiated and served on the employee within six months of the precipitating incident(s) or official knowledge thereof. In the event that no action will be taken following the completion of an investigation, the employee and the Union will be notified of such.
- C. Any employee subjected to a major disciplinary action shall be afforded a disciplinary hearing. At the discretion of the employee, the Union will be present at any such hearing. Minor disciplinary actions can be appealed using Article XX, Grievance Procedure.
- D. Written notice of minor or major disciplinary actions shall be given to the employee, the local and District Council #71. Notice shall contain charge(s) and specifications, a general description of the alleged acts and/or conduct upon which the charge (s) is based and the nature of the discipline.
- E. The name of any employee who is notified of suspension, or dismissal pursuant to Section D shall be transmitted to the Union immediately but not later than forty-eight (48) hours after such notice.
- F. Discipline shall normally be imposed in the following manner:
 - 1. Oral warning - issued by the immediate supervisor to an employee
 - 2. Written warning - issued by the immediate supervisor to an employee.
 - 3. Written reprimand - issued to an employee, written reprimand shall be inserted in the employee's personnel folder.
 - 4. Minor disciplinary action consists of a fine or suspension up to 5 days.
 - 5. Major suspension consists of fine or suspension over 5 days and after determination of Departmental Hearing.
 - 6. Termination - after determination of Departmental Hearing.
- G. Discipline, which is subject of N.J. Department of Personnel review, will not be subject to the grievance procedure of this Agreement.

ARTICLE XXVIII - JOB POSTING

- A. Any vacancies or newly created positions within The Health Services Center AFSCME Council #71 Bargaining Unit will be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary, a description of the job, any required qualification, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying.
- B. A copy of each notice posted will be forwarded to the appropriate Local Union Officer and Council.
- C. The appointing authority will post prominently for seven (7) days the name of the individual selected under the above procedure for the promotion and/or reassignment.
- D. Should the Board not hire from the outside, the most senior person who applies and has the ability to perform the work shall be hired.

ARTICLE XXIX - MATERNITY LEAVE

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

ARTICLE XXX – JURY DUTY

Employee shall be given time off without loss of pay when performing Jury Duty in the following circumstances:

1. In State/County Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.
2. In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5.00) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5.00) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the Chief Financial Officer.

ARTICLE XXXI – COURT TIME/ADMINISTRATIVE LAW HEARING

An Employee shall be given time off without loss of pay when commanded to appear as a witness and not a party at any proceeding where said employee must give testimony.

ARTICLE XXXII - SEPARABILITY AND SAVINGS

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

ARTICLE 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. 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 as the time they negotiated or signed this Agreement.

ARTICLE XXXIV – DURATION

- A. This Agreement shall be in full force and effect as of January 1, 2003 and shall remain in effect to and including December 31, 2006, without any reopening date. To commence negotiations for a successor agreement, either party shall notify the other in writing, no sooner than one hundred twenty (120) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.
- B. Within forty-five (45) days after receipt of the aforementioned notification, if any, a meeting shall be held between the parties for purpose of establishing ground rules regarding the commencement of negotiations.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the Camden County Health Services Center, New Jersey on this day of , 2004.

ATTEST:

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
DISTRICT COUNCIL 71, LOCAL 2307
AFL-CIO**

**CAMDEN COUNTY HEALTH
SERVICES CENTER
CENTER BOARD OF MANAGERS**

By: _____
Staff Representative, District Council 71

By: _____
Chief Executive Officer

By: _____
President, Local 2307

Attest: _____

Attest: _____

MEMORANDUM OF AGREEMENT - 1

The **Union**, AFSCME Council 71, Local 2307 and the **Employer**, Camden County Health Services Center, agree in accordance with Article X, Leave of Absence, Section C; to the following:

1. The Employer agrees to provide the Local Union President with an accurate account of total time usage, as specified in Section "C".
2. The thirty (30) day bank of Union time is to be used in hourly increments, or a fraction thereof. (240 hours)
3. Only the Local Union President or her/his designee shall have the authority to grant release of Union Representative, either in writing or personal message.

**CAMDEN COUNTY HEALTH SERVICE
CENTER BOARD OF MANAGERS**

**AFSCME COUNCIL 71
LOCAL 2307**

DATE: _____

DATE: _____

BY: _____

BY: _____

BY: _____

BY: _____

MEMORANDUM OF AGREEMENT - 2

It is understood by both parties that Psychiatric Aides will not be required to lead groups for which they are qualified to lead under New Jersey or Federal regulations or law.

Camden County Health Services Center

By: _____

By: _____

AFSCME District Council 71

Local 2307

By: _____

By: _____

By: _____

MEMORANDUM OF AGREEMENT – 3

The Center and the Union agree that Article IV – Overtime, Section D, will be interpreted to mean that the first weekend day off, in the two week schedule, is paid at time and one half, if worked and the second weekend day off is paid at double time, if worked and if the first weekend day off is worked.

It is further agreed that if sick time is taken during the pay period, that does not count towards the eight-hour base (See Section A of Article IV) and makes work performed on the first weekend or weekday off straight time to the extent that the sick time was taken. Sick time, however, has no affect on work performed on the second weekend or weekday off, which will be paid at double time, if the first weekend day off or the first weekday off respectively was worked.

TABLE OF CONTENTS

<u>PREAMBLE</u>	1
<u>ARTICLE I - RECOGNITION</u>	2
<u>ARTICLE II - CHECK-OFF</u>	3
<u>ARTICLE IIA - AGENCY SHOP</u>	4
<u>ARTICLE III - WORK SCHEDULES</u>	5
<u>ARTICLE IV - OVERTIME</u>	6
<u>ARTICLE V - COMPENSATORY TIME</u>	8
<u>ARTICLE VI - CALL IN TIME</u>	9
<u>ARTICLE VII - RATES OF PAY</u>	10
<u>ARTICLE VIII - INSURANCE, HEALTH, AND WELFARE</u>	12
<u>ARTICLE IX - SICK LEAVE</u>	20
<u>ARTICLE X - LEAVE OF ABSENCE</u>	22
<u>ARTICLE XI - WORKERS COMPENSATION</u>	23
<u>ARTICLE XII - SENIORITY</u>	24
<u>ARTICLE XIII - HOLIDAYS</u>	25
<u>ARTICLE XIV - LONGEVITY</u>	27
<u>ARTICLE XV - DIFFERENTIAL PAY</u>	28
<u>ARTICLE XVI - VACATION</u>	29
<u>ARTICLE XVII - STRIKES AND LOCKOUTS</u>	30
<u>ARTICLE XVIII - SAFETY, HEALTH, AND HUMAN RELATIONS</u>	31
<u>ARTICLE XIX - EQUAL TREATMENT</u>	32
<u>ARTICLE XX - GRIEVANCE PROCEDURE</u>	33
<u>ARTICLE XXI - BEREAVEMENT LEAVE</u>	36
<u>ARTICLE XXII - MILITARY LEAVE</u>	37
<u>ARTICLE XXIII - UNION BUSINESS</u>	38
<u>ARTICLE XXIV - UNIFORM ALLOWANCE</u>	39
<u>ARTICLE XXV - GENERAL PROVISIONS</u>	40
<u>ARTICLE XXVI - MANAGEMENT RIGHTS</u>	41
<u>ARTICLE XXVII - DISCIPLINARY ACTION</u>	42
<u>ARTICLE XXVIII - JOB POSTING</u>	43
<u>ARTICLE XXIX - MATERNITY LEAVE</u>	44
<u>ARTICLE XXX – JURY DUTY</u>	45
<u>ARTICLE XXXI – COURT TIME/ADMINISTRATIVE LAW HEARING</u>	45
<u>ARTICLE XXXII - SEPARABILITY AND SAVINGS</u>	45
<u>ARTICLE XXXIII - FULLY-BARGAINED AGREEMENT</u>	46

<u>ARTICLE XXXIV – DURATION</u>	46
<u>MEMORANDUM OF AGREEMENT - I</u>	47
<u>MEMORANDUM OF AGREEMENT - 2</u>	48
<u>MEMORANDUM OF AGREEMENT – 3</u>	49

AGREEMENT

between the

**Camden County Health Services Center
Board of Managers**

and

**American Federation of State, County and
Municipal Employees, AFL-CIO
District Council 71
LOCAL 2307**

January 1, 2003 to December 31, 2006