

2805

**AGREEMENT**

**Between  
Camden County Health Services Center**

**Board of Managers**

**and**

**Camden County Council #10**

**N.J.C.S.A.**

**CRAFTS UNIT**

**January 1, 1995 to December 31, 1998**

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## **PREAMBLE**

This Agreement entered into this 29<sup>th</sup> day of November, by and between the CAMDEN COUNTY HEALTH SERVICES CENTER BOARD OF MANAGERS, hereinafter called the "BOARD OF MANAGERS" or "BOARD", and CAMDEN COUNTY COUNCIL NO. 10, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the Board of Managers 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 of Managers and the Union.

## **ARTICLE I**

### **RECOGNITION**

**A. The Board of Managers recognizes the Council as being 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 and attached hereto and by reference made a part of this agreement, and for such additional classifications as the parties may later agree to include.**

**B. The Board of Managers shall notify the Union in writing prior to the creation of new titles, of new classifications of employees, the filling of existing positions, promotions and title changes.**

## **ARTICLE II**

### **CHECK OFF**

**A. The Board of Managers agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 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 Treasurer of the Union during the month following the filing of such card with the Board of Managers.**

**C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with the list of 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 changes in the rate of membership dues, the Union shall furnish the Board of Managers written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board of Managers 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 or Local Representative 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 Board of Managers Treasurer.**

**F. Any such individual written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Board of Managers Treasurer. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52: 14-15.9e as amended.**

**G. The Union shall indemnify, defend, and save the Board of Managers 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 Board of Managers in reliance upon information furnished by the Union or official notification on the letterhead of the Union and signed by the President of the Union or Local Representative.**

**H. Upon submission of an appropriate authorization form, the Board of Managers will deduct Political Action Committee contributions from an employee's paycheck and send the amount monthly to the Union.**

## **ARTICLE IIA**

### **AGENCY SHOP**

**A. The Board of Managers 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 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 fair share assessment must also be furnished to the New Jersey Public Employment 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 of Managers.**

**E. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Board of Managers, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.**

**F. 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 Board of Managers or require the Board of Managers 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 Board of Managers 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 Board of Managers in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Board of Managers, 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.**

## **ARTICLE III**

### **WORK SCHEDULES**

**A. The regularly scheduled workweek shall consist of forty (40) hours, Monday through Friday.**

**B. The regular starting time for the work shifts will not be changed without one (1) week notice, except in case of emergency, to the affected employee and without first having discussed the need for such changes with the Union.**

**C. Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees so assigned will have their schedules arranged on the shift assigned in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year insofar as practicable.**

**D. Where more than one work shift per day within a given classification exists, employees will be given preference of shifts in accordance with their seniority. 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, however, 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. All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week.**

**F. Employees can work flex time schedules so long as the supervisor and employee mutually agree.**

## **ARTICLE IV**

### **OVERTIME**

**A. Overtime refers to any time worked beyond the regular hours of duty and is granted only when an employee is ordered to work by a department head. Employees who violate this section will be subject to Article XXXII, Paragraph A.**

**B. Time and one-half (1½) 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 40 hours in a one-week period except those hours for which time and one half or double time is paid which shall not be included in the 40 hour base. Vacation time shall not be counted as time worked or paid for purposes of entitlement to overtime over 40 hours in a one-week period except where vacation time is utilized by the employee in lieu of sick time.**
- 2. All work performed on a Saturday, Sunday, or holiday.**

**C. Double time the full-time employees regular hourly rate of pay shall be paid for work in excess of two (2) consecutive regular shifts.**

**D. Employees shall have the option of taking compensatory time in lieu of cash payment for overtime. If an employee chooses compensatory time in any instance, the amount of such time will be computed on the basis as set forth above. Compensatory time off must be scheduled and approved by the Department Head.**

**E. Overtime work shall be distributed as equally as possible among employees within the same classification. Employees may be required to work a reasonable amount of overtime. An employee may be excused from an overtime assignment provided he has presented a valid excuse which has been approved by the Department Head. However, the Department Head may require the employee with the least seniority to work an overtime assignment.**

**F. Overtime shall be paid currently, or at least no later than the second pay period after overtime was served, if funds are available and if overtime pay has been agreed upon.**

## **ARTICLE V**

### **COMPENSATORY TIME**

Effective upon the signing of this Agreement, employees may opt to sell back their accumulated compensatory time at the 1995 rate. Employees may retain no more than the equivalent of ten (10) days of compensatory time. Thereafter, compensatory time earned must be taken or sold in accordance with the following schedule:

<b>Time Earned.....</b>	<b>Must be taken or sold by.....</b>
before the effective date of this Agreement	April 30, 1996
from the effective date of this Agreement to April 30, 1996	April 30, 1997
from May 1, 1996 to April 30, 1997	April 30, 1998
from May 1, 1997 to April 30, 1998	April 30, 1999
from May 1, 1998 to April 30, 1999	April 30, 2000

Compensatory time sold will be paid by 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 of Managers 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 overlap, 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 into 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 time of 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 as the pay scales currently exist but as modified by Paragraph H below. New or additional employees hired during the term of this contract shall be governed by the pay scale as set forth in the appropriate schedule. The lowest rate being paid in a classification shall be the hiring rate.**

**B. In any case where a more qualified person is advisable, upon written request of the Department Head or Executive Director to the Board of Managers for approval, the Board of Managers may make such an adjustment in the hiring rate as they deem necessary to properly and justifiably fill a position.**

**C. Rates of compensation provided for in these regulations are fixed on the basis of full-time service in a full-time position. If any position is, by action of the Board, established on a basis of less than full-time service, or if, with the approval of the Board, the incumbent of any full-time position is accepted for employment on a part-time basis only, the rate of compensation provided for the position (unless otherwise stated) shall be proportionately reduced in computing the rate of compensation payable for part-time service.**

**D. The salary authorized under this Agreement shall be interpreted as exclusive of any longevity pay, authorized pursuant to statute.**

**E. When an employee changes title, then his or her salary shall be adjusted to receive the same salary classification as the employee had in the former title. This provision shall be applicable to all changes in title within the Board of Managers irrespective of whether the former title was covered by this Agreement.**

**F. An employee who is required to work in a higher paid classification than his own shall be certified for such work after he has performed said work for three (3) consecutive weeks, spending at least fifty percent (50%) of his time in activities under the higher paid job. Employees undergoing on-the-job training will not be considered as performing work in a higher paid classification. Such on-the-job training will not exceed twelve (12) consecutive weeks. Any employee undergoing on-the-job training will be paid at the rate of his own classification.**

**G. Salaries authorized under this agreement shall be interpreted as exclusive of maintenance costs (room and meals) for employees, where applicable. All employees at the Hospitals shall be treated equally as far as practicable in regard to lunch hours.**

**ARTICLE VII (CONT'D.)**

H. Employees covered under this Agreement will receive pay changes or increases as follows:

Effective first pay period of 1995 - 3% pay increase on the hourly rate.

Effective April 1, 1996 - 3% pay increase on the hourly rate.

Effective March 1, 1997 - 3% pay increase on the hourly rate.

Effective February 1, 1998 - 3% pay increase on the hourly rate.

I. All employees hired prior to the signing of this agreement will be paid 90% of the top rate for their title commencing on their first anniversary of employment. Commencing on their second anniversary of employment, these employees shall be paid 95% of the top rate for their title. Commencing on their third anniversary date and thereafter, these employees shall be paid the top rate for their title.

Employees hired after the signing of this agreement shall be paid the 1995 hiring rate and the current four step salary schedule will increase by one step in each of 1996, 1997 and 1998 for those employees hired in 1996 and thereafter. Employees shall advance one step on the salary step on their anniversary date of employment in lieu of any across the board increase until they reach the top step on the schedule. The parties agree to renegotiate the hiring rates upon the request of either party to reflect market conditions.

The salary schedule, therefore, is as follows:

**MAINTENANCE REPAIRER TITLES**

1995 Hiring Rate	Step 1	Step 2	Top Step			
13.2487	13.6967	14.4577	15.2186			
\$27,557	\$28,489	\$30,072	\$31,655			
1996 Hiring Rate	Step 1	Step 2	Step 3	Top Step		
13.2487	13.6462	14.1077	14.8914	15.6752		
\$27,557	\$28,384	\$29,344	\$30,974	\$32,604		
1997 Hiring Rate	Step 1	Step 2	Step 3	Step 4	Top Step	
13.2487	13.6462	14.0556	14.5310	15.3382	16.1455	
\$27,557	\$28,384	\$29,236	\$30,224	\$31,903	\$33,583	
1998 Hiring Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Top Step
13.2487	13.6462	14.0556	14.4773	14.9669	15.7984	16.6299
\$27,557	\$28,384	\$29,236	\$30,113	\$31,131	\$32,861	\$34,590

**ARTICLE VII (CONT'D.)**

**JOURNEYMAN TITLES**

<b>1995 Hiring Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Top Step</b>
14.2728	14.7554	15.5752	16.3949
\$29,687	\$30,691	\$32,396	\$34,101

<b>1996 Hiring Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Top Step</b>
14.2728	14.7010	15.1980	16.0424	16.8867
\$29,687	\$30,578	\$31,612	\$33,368	\$35,124

<b>1997 Hiring Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Top Step</b>
14.2728	14.7010	15.1420	15.6540	16.5236	17.3933
\$29,687	\$30,578	\$31,495	\$32,560	\$34,369	\$36,178

<b>1998 Hiring Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Top Step</b>
14.2728	14.7010	15.1420	15.5963	16.1236	17.0193	17.9151
\$29,687	\$30,578	\$31,495	\$32,440	\$33,537	\$35,400	\$37,263

J. Employees holding a title permanently, or provisionally for two years or more, who are laid off by the Board of Managers and later recalled within two years will receive the same salary classification as they had immediately prior to layoff, and irrespective of whether the former title was covered by the Agreement.

K. Whenever an employee's wages are increased as a result of an increase in hours, such increase shall be implemented immediately on the effective date of the increase.

## **ARTICLE VIII**

### **DIFFERENTIAL PAY**

A. Employees permanently assigned to the 2nd shift will be compensated at an additional rate of 10% of the hourly rate provided such employee's regular work day schedule is seven (7) or more hours.

B. Employees permanently assigned to the 3rd shift shall be compensated at an additional rate of 8% of the hourly rate, provided such employee's work day schedule is seven (7) or more hours.

C. If an employee's hours of work overlap between the 1st and 2nd shift, for the convenience of the employer, differential pay shall be paid for those hours.

## **ARTICLE IX**

### **INSURANCE**

**A. The Board of Managers shall continue to provide all employees with health benefits through the County plan. The County 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 January 1, 1996 all participants in an HMO shall be subject to a five dollar (\$5.00) co-pay for all visits to a primary physician.**
- 2. Effective upon the signing of this Agreement, the prescription co-pay shall be four dollars (\$4.00) for name brand prescription drugs. There shall be no co-pay for generic prescription drugs or mail-in prescription drugs. However, after the purchase of three (3) consecutive months of maintenance prescription drugs, a prescription co-pay of seven dollars (\$7.00) shall be applicable for all such maintenance prescription drugs not ordered through the available mail-in procedures. The decision of the Board of Managers to require a seven dollar (\$7.00) co-pay shall be appealable through the grievance procedure.**
- 3. Employees and their dependents are encouraged to use generic prescription drugs. If a drug is on the state formulary list and the doctor does not specify that only a brand name may be used, the pharmacist will substitute the generic equivalent, if available. If the doctor specifies "dispense as written," the pharmacist must dispense whatever is specified and the participant shall pay only the co-pay. If the participant, however, specifically requests a brand name, the participant shall pay the difference in price between the generic and non-generic prescription drug in addition to the co-pay.**
- 4. 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 any time during the calendar year for one 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.**

## ARTICLE IX (CONT'D.)

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

6. 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. All hospitalizations of a non-emergency nature must be precertified to verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants must contact the Administrator of the County's Self-Insured Benefits Program to arrange for precertification. If the 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.

## **ARTICLE IX (CONT)**

11. **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.**
12. **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.**
13. **Effective January 1, 1993, the County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or 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.**
14. **All participants who retired from the Board of Managers prior to January 1, 1996 with less than twenty-five (25) years of service with the Board, but more than five (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 retired from the Board of Managers prior to January 1, 1996 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 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 Board of Managers and adjusted on an annual basis. Any participant who is ineligible for retirement and who ceases to be employed by the Board of Managers 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 percent (50%) of the Board of Manager's actual cost.**

**All employees who retire from the Board of Managers on or after January 1, 1996 shall be entitled to receive all health 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.**

<b>Years of Employment</b>	<b>Percentage of Co-Pay</b>
0-5 years	COBRA
5-10 years	20%
10-15 years	15%
15-25 years	10%
25 years and over	0%

**ARTICLE IX (CONT'D.)**

15. All employees hired between November 9, 1992 and signing of this Agreement will pay 10% of their Health and Prescription Plan premiums their first year of employment, 8% the second year beginning on the first anniversary date, 5% the third year beginning on the second anniversary date and 0% the fourth and succeeding years of employment beginning on the third anniversary date. Said monies will be deducted in equal installments from the employees regular paychecks.

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

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

- B. The Board of Managers will reimburse an employee on active pay status for the premium costs of the Medicare Plan when the employee or his spouse reaches age 65.
- C. The Board of Managers will pay health insurance premiums for a plan providing benefits as required in Section A above for a Board of Managers employee who has retired after twenty-five (25) years of service with the Board of Managers.
- D. Any employee covered by this Agreement may chose, 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 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 an employee chooses to participate in this program and selects one of the options the employee shall receive a monetary incentive.

## **ARTICLE IX (CONT'D.)**

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 cessation of the spouse's coverage restore the employee, his or her spouse and/or dependents to coverage under the Self-Insured Plan and/or Prescription 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.**
  3. **The incentive paid shall be fifty (50%) of the actual premium cost for the employee's coverage.**
  4. **The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be paid from the gross incentive amount.**
  5. **The optional health benefits program provided above shall be available to all new employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.**
  6. **The option 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 in equal monthly installments under the same terms and conditions as are applicable to participation in the remainder of the optional health benefits program.**
  7. **The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.**
- E. Effective January 1, 1996, the Board of Managers will enroll all employees in the New Jersey Temporary Disability Benefits Plan.**
- F. The Board of Managers and the Union agree to co-market the following insurance programs to current and retired employees:**
1. **Mail order prescription plan**
  2. **Health and/or prescription opt out program**
  3. **Preferred Provider Organizations (PPO)**
  4. **65+ Medicare Plan for retirees**
- G. The Board of Managers and the Union agree that the Board of Managers will re-enroll employees in the health and prescription plans once every two years in order to verify dependent coverage.**

## **ARTICLE X**

### **SICK LEAVE WITH PAY**

**A. Sick leave is hereby 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 who is critically ill and requires the presence of the employee.**

**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, children or foster children of the employee, and grandmother and grandfather.**

**C. Employees will provide notification to their supervisor of their intended absence for reasons that entitle them to sick leave thirty (30) to sixty (60) minutes before their scheduled starting time. Failure to give such notice may be cause of 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 ¼) 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 any one (1) year for any reason set forth in the above rule), the Board of Managers 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 unauthorized 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 and further provided that such use of vacation time will not be used to circumvent either the provisions or the intent of Article XXIII, Strikes and Lock-outs.**

**G. Abuse of sick leave will 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.**

## ARTICLE X (CONT)

I. Full-time temporary employees in the Board of Managers shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.

- J. 1. Unused sick time up to a maximum of fifteen (15) days will be payable to employees covered by the Agreement on an active pay status on December 1. Such payment will be made on or about January 15 for the preceding year. All sick leave in any year shall be initially charged against the unused sick leave for the year in which it is taken and then against any accumulated sick leave of prior years. In exercising this right the total amount shall not exceed \$1,200.00.
2. The employee has the right to elect to continue accumulating sick leave as per Civil Service Rules or to take cash payment as provided above. The employee must select one of the two options. In either event , such choice must be made in writing to the Department Head no later than December 1.

## **ARTICLE XI**

### **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 XII**

### **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, 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 Board of Managers Treasurer's Office.**

## **ARTICLE XIII**

### **COURT TIME**

**A. 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.**

**B. The provisions of Section A shall not apply for appearance by an employee in connection with any activities noted in Article XXIII.**

## **ARTICLE XIV**

### **EMERGENCY LEAVE**

**Employees shall be given time without loss of pay when performing civilian duty in relation to national defense or other emergency when so ordered by the Governor of the State of New Jersey or the President of the United States.**

## **ARTICLE XV**

### **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 three (3) 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, aunt, uncle and children or foster children of the employee.**

## **ARTICLE XVI**

### **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 employee 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 a doctor's certificate setting forth the necessity therefore.**

## **ARTICLE XVII**

### **PERSONAL DAYS**

- A. All bargaining unit personnel 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 work-day and is of such a nature that it cannot be attended to at a time outside the work-day.**
- C. Personal, household, or 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.**
- E. A personal emergency day shall not be granted for a day preceding or following holidays or vacations.**

## **ARTICLE XVIII**

### **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 Board of Managers business and who are required to use their personal vehicle shall be reimbursed at 28 cents a mile plus out-of-pocket expenses. If the Board increases the reimbursement rate for management, this rate will likewise be increased to the same new rate.**

**C. Where employees, as a condition of their job, are required to use their vehicles for official Board of Managers business, said employees will declare such use on their application for automobile liability insurance. Upon presentation by them of an invoice from their insurance carrier evidencing an increased premium for business coverage, the Board of Managers will pay \$10.00 to the affected employees on an annual basis.**

**D. 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.**

**E. 1. Effective January 1, 1995, the Board of Managers will pay or cause to be paid to the Council #10 Health and Welfare Fund the sum of \$240.00 per annum for each employee who is a member of the Representative or for whom the Representative is the bargaining agent.**

**2. The Representative agrees to save and hold harmless the employer 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 employer detailed audits or reports dealing with said funds on June 30, 1983, and each June 30th thereafter as well as the bidder list and bids for each service provided.**

## **ARTICLE XIX**

### **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 credit for the time when 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 pay-roll 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 each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Representative once a year upon request.**
- E. Except where New Jersey Civil Service Statutes require otherwise, 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 has the ability to perform the work involved and further provided that the exercise of such will have no adverse effect on productivity.**

## ARTICLE XX

### HOLIDAYS

A. All holidays are classified as follows:

#### Floating Holidays

Martin Luther King  
Birthday  
Columbus Day  
Presidents Day  
Veterans Day  
Election Day  
Friday before Labor Day

#### Choice Holidays

New Year's Day  
Christmas Day

#### Established Holidays

Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Good Friday

Established and choice 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 on a seven day schedule, only, shall be entitled to chose when they will celebrate choice holidays by selecting either New Year's Eve, New Year's Day or the day after New Year's for the New Year's Day holiday, and either Christmas Eve, Christmas Day or the day after Christmas for the Christmas Day holiday.

Floating holidays shall be granted pursuant to the following procedure. All offices shall be open on floating holidays unless employees are notified otherwise at least 30 days before the holiday. Thirty days prior to each floating holiday, employees shall submit, to their supervisor, three options for celebrating the holiday, in order of preference. Employees must be granted one of their three options. If there is a conflict in preferred dates, employees with the most seniority will be given preference. The floating holiday must be taken on a regular work day within the two weeks prior or two weeks after the day on which the holiday would normally be observed. If an employee selects less than three options, and his/her preference cannot be accommodated, the supervisor shall determine the day on which the floating holiday will be celebrated.

B. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his 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 on 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.

## **ARTICLE XX (CONT'D.)**

**E. When the Board of Managers declare by formal action a day off for all Board of Managers employees, those who are required to work on such a day off shall be given a 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 Managers 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 Board of Managers approval each and every time such day off or holiday is granted.**

**F. In order to be eligible to receive holiday pay, an employee must work the day before and the day after the holiday, unless he or she is specifically scheduled to be off because of assignment to a continuous operations shift or the employee is on an approved leave.**

## ARTICLE XXI

### LONGEVITY

A. Longevity pay will be granted annually on or about December 1st of each year in a separate check to all CLASSIFIED Civil Service employees, with 5 or more years of full time service on that date, as per the following schedule:

5 years Service	2% of annual pay	\$600 Maximum
7 years of Service	3% of annual pay	\$800 Maximum
10 years of Service	5% of annual pay	\$1,000 Maximum
15 years of Service	6% of annual pay	\$1,200 Maximum
20 years of Service	7% of annual pay	\$1,400 Maximum

In computing longevity pay the effective date shall be January 1st. If an employee leaves the service of the Board of Managers prior to December 1st, longevity will be based on his length of service as of December 1st of the current year, pro-rated and paid at time of termination. If the employee is deceased, his longevity shall be pro-rated and paid to his estate, as per the above provisions. In calculating longevity pay, continuous service with the Board of Managers only, will be considered. However, employees who are laid off by the Board of Managers and later recalled within two (2) years will not be considered to have a break in their employment for the purposes of this Article.

B. Longevity Pay will likewise be granted annually on or about December 1st of each year in a separate check to all CLASSIFIED part-time Civil Service employees, with 5 or more years part-time service on that date, on a pro-rated basis, as per the above schedule and provisions.

C. In calculating longevity pay, the time an employee has service with Board of Managers under CETA or similar Federal Program, or any Grant Program and is subsequently hired on the regular Board of Managers payroll, that time, provided there has been no break in the service, shall be counted.

D. 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 XXII**

### **VACATIONS**

- A. Employees in the Board of Managers service shall be entitled to vacation as follows:**
- 1. Permanent full-time employees in the Board of Managers service shall be entitled to the following annual vacation with pay:**
    - a. Up to one year of service, one working days' vacation for each month of service.**
    - b. After one year and up to ten years of service, twelve (12) working days' vacation.**
    - c. After ten years and up to twenty years of service, eighteen (18) working days' vacation.**
    - d. After twenty years of service, twenty-five (25) working days' vacation.**
  - 2. Temporary full-time employees in the Board of Managers service shall be entitled to vacation leave to the same extent such leave is provided for permanent employees.**
  - 3. Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the above schedule.**
- B. In order to exercise seniority, vacation requests shall be submitted by the employee to his or her Department Head by April 1 so that the Department Head can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1 will result in a loss of seniority preference for the employee. The scheduling of all vacations is subject to approval of the employee's Department head. For vacations of one (1) week or longer, the Department 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 Department Head.**
- D. If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his 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 Board of Managers 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 Board of Managers, 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 1.**

## **ARTICLE XXIII**

### **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 of Managers. 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 of Managers, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring out compliance with the Union order.**

**C. Nothing contained in this Agreement shall be constructed to limit or restrict the Board of Managers 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 of Managers agrees that it will not engage in the lockout of any of its employees.**

## **ARTICLE XXIV**

### **SAFETY AND HEALTH**

**A. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.**

**B. In the case of an emergency, affecting employees covered by this Agreement, declared by local police authorities, it shall be the Employer's duty to notify all Department Heads as soon as possible with respect to an appropriate course of action.**

**C. Employees must wear all safety equipment provided to them by the Board of Managers. Failure to do so shall subject the employee to possible disciplinary action.**

## **ARTICLE XXV**

### **EQUAL TREATMENT**

- A. The Board of Managers 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 Board of Managers 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 Board of Managers 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 Board of Managers may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced, insofar as practicable.**
  
- D. Insofar as practicable, ten (10) working days prior to the implementation of any new rules or changes of rules of work and conduct for employees, the Board agrees to notify the Union of said rules or changes.**
  
- E. This Agreement shall be equitably applied to all employees covered by this Agreement.**

## 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 Association 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 of Managers, 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 ten (10) work days after the event giving rise to the grievance has occurred, 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) work days shall be deemed to constitute an abandonment of the grievance.

#### STEP TWO

If no agreement can be reached orally within ten (10) work days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within ten (10) work days thereafter to the designated Board of Manager's 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 Board of Manager's representative will answer the grievance in writing within ten (10) work days of receipt of the written grievance.

## **ARTICLE XXVI (CONT)**

**STEP THREE**            If the Union wishes to appeal the decision of the designated Board of Manager's representative, such appeal shall be presented in writing to the Labor Relations Committee within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Labor Relations Committee shall respond, in writing, to the grievance within twenty (20) work days of the submission.

**STEP FOUR**            If either party wishes to appeal the decision of the Labor Relations Committee, such appeal shall be presented in writing to the Executive Director within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Executive Director or his designee, shall respond in writing to the grievance within fifteen (15) work 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) work days to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the Board of Managers and the 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 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 the 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 the 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 Executive Director, the designated Union Representative shall be permitted to confer with members of the Grievance Committee, employees, and other Board of Manager's 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 Board of Managers or require the recall of off-duty employees.

## ARTICLE XXVI (CONT)

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 thereunder, 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 canceled 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 Executive Director on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

I. The Union Representative will notify the Labor Relations Committee in writing of the name of the employee who is designated by the Representative to represent employees under the grievance procedure. The employee so designated by the Representative will be permitted to confer with other representatives, employees, and with the Committee representatives regarding matters of employee representation during working hours without loss of pay for periods not in excess of three (3) hours per week in any calendar week.

## **ARTICLE XXVII**

### **DISCIPLINE**

**The Employer will have the right to discharge, suspend or discipline an employee covered by this Agreement for just cause. In the case of suspension and/or discharge, the employer will notify the Union in writing within two (2) working days (exclusive of Saturdays, Sundays and Holidays) of such action. The Employer shall treat all employees covered by this contract equally in all matters of disciplinary action.**

## **ARTICLE XXVIII**

### **WORKER'S 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 or her salary during the period of temporary disability, to a maximum of forty-five (45) working days. Employees entitled to workers' compensation benefits shall continue to receive a regular paycheck from the Board of Managers during the period of temporary disability, up to a maximum of 45 working days. The Board of Managers shall be entitled to an assignment by the employee of the workers' compensation benefits due and payable to him for this period.**

**B. In the event of continued disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive worker's compensation. If the employee is entitled to use and authorizes the Board of Managers 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 XXIX**

### **GENERAL PROVISIONS**

**A. It is agreed that the Board of Managers and Council No. 10 may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given Council No. 10 or the Board of Managers.**

**B. Employees who are covered by this Agreement shall perform the duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions.**

**C. Agents of the Union who are employees of the Board of Managers will be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as there is no undue interference with the Employer's work. Whenever an employee of the Board of Managers who is a representative of the Union is mutually scheduled to participate during work hours in negotiations, grievance proceedings, conferences or meetings, he 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 (½) hour prior to the meetings and will be required to return to their work stations at the conclusion of the meeting provided there is at least one and one half (1-½) hours of work time remaining.**

**D. Delegates of the Union will be permitted to attend New Jersey Civil Service Association meetings and conventions, without loss of pay, in accordance with R.S. 38:23.2.**

**E. Part-time employees are those individuals employed under 30 hours per week. Permanent part-time employees will earn vacation time, sick time, and personal days on a pro-rated basis. Temporary or provisional part-time employees do not receive personal days, vacation or sick time. Part-time employees employed under 20 hours per week are not entitled to Health Benefits or prescription plan. No part-time employees are entitled to overtime or earned compensatory time.**

**F. The Board of Managers shall be responsible for printing, in booklet form, this collective bargaining agreement within 60 days of its execution by the parties. The costs of printing will be shared equally by the parties. No less than 50 copies shall be printed, 25 to be provided to the union and 25 to be retained by the Board of Managers.**

## **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**

### **LABOR MANAGEMENT COMMITTEE FOR JOB SECURITY**

The employees and the management of C.C.H.S.C. are committed to providing every patient with the best quality of care. The parties recognize that this can best be accomplished by working together in a full partnership between Labor and Management, and must be done so by working within the financial limitations of the Center and health care industry.

We understand that we together must consider the need for flexibility, a qualified and satisfied work force and maximize job security and better working conditions. We must work within the guidelines of the State and Federal regulations and the context of the language of the existing collective bargaining agreements.

It is our goal that the Committee make recommendations to the parties to enable them to reach agreement on all issues by consensus and develop a relationship based on mutual respect and trust.

- a.) In the event of staff reduction, the appropriateness and numbers of layoffs may be evaluated by the Labor/Management Committee after the gathering of financial facts, information on job trends and emerging skills, and new job classifications.
- b.) The Labor/Management Committee will undertake an analysis of why part-time employment exists. It will measure which areas can be developed to create more full time employment.
- c.) The Labor/Management Committee will submit their findings and recommendations to the C.E.O. and the Board of Managers.
- d.) In the event of the sale, privatization, or merging of the C.C.H.S.C., the unions will be given the opportunity to develop an employee based company to bid for a contract that will provide the service needed for staffing.
- e.) The Labor/Management Committee will appoint a member on a quarterly rotational basis to attend public Board of Managers meetings and closed sessions at the invitation of the Board and report back to the Labor/Management Committee. Generally, the Board, at its discretion, may invite the representative into closed sessions concerning potential layoffs, staff reductions or the privatization, sale or merging of any part of C.C.H.S.C. The appointment must be approved by the C.E. O. and serves at the pleasure of the Board of Managers.

## **ARTICLE XXXII**

### **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 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 administrative control of the Hospital 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 of Managers.**
- 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 the 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 of Managers 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 Center.**

**B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board of Managers, 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 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 Managers of its rights, responsibilities, and authority under R.S. 40A, R.S. 30, or any other national, state, county, or local laws or regulations.**

## **ARTICLE XXXIII**

### **UNIFORM ALLOWANCE**

Those employees who, as a requisite of employment, are required by the Board of Managers to wear specified uniforms (as opposed to conforming to a specified reasonable dress code) shall either be furnished those uniforms or receive a uniform allowance as set forth below. Uniform allowances shall be pro-rated based upon the actual number of weeks on active pay status. The Board of Managers will keep a record of the title or persons required to wear uniforms and will furnish a list to the Union president annually upon request. At the Board of Manager's option, the Board of Managers may provide uniforms and the maintenance thereof. If such option is exercised, the uniform maintenance allowances of this Section shall not be applicable. Employees required to wear uniforms which are not supplied by the employer shall be granted a uniform allowance of Three Hundred Dollars (\$300.00) per annum. Any employee who reports for work out of uniform will be subject to disciplinary action.

## **ARTICLE XXXIV**

### **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, with the sole exception of those items contained in a letter dated December 20, 1988 between Mr. Dodson and Ms. Crangle concerning length of service and three (3) letters between Ms. Crangle & Mr. Dodson dated September 17, 1986.**

**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.**

**ARTICLE XXXV**

**DURATION**

A. This Agreement shall be in force and effect as of January 1, 1995, and shall remain in effect to and including December 31, 1998, 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) nor 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 Board of Managers, New Jersey, on the 29 day of November, 1995.

*Caroline Mustac*

**CAROLINE MUSTAC**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires Sept. 10, 1996

**CAMDEN COUNCIL NO. 10, N.J.C.S.A**

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

*Henry J. Dunn*  
*Mark J. Owen*  
11-29<sup>th</sup>-95

*Anthony Peter*  
11-29-95

**Dated:**

**Dated:**