

CONTRACT

BY AND BETWEEN

POLICE BENEVOLENT ASSOCIATION, LOCAL #316

AND

EDWARD BORDEN, CAMDEN COUNTY PROSECUTOR

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**AGREEMENT BETWEEN MEMBERS OF
POLICE BENEVOLENT ASSOCIATION LOCAL #316
AND EDWARD BORDEN, PROSECUTOR OF CAMDEN COUNTY**

PREAMBLE

This Agreement, made between the Camden County Prosecutor, hereinafter referred to as the "County" or "Prosecutor" and the Police Benevolent Association, Local #316, hereinafter referred to as "Union" or "Association" or "Majority Representative" on behalf of the Camden County Prosecutor's Investigators, and Senior Investigators, hereinafter referred to as "Investigator" or "Employee", has as its purpose the promotion of harmonious relations between the Camden County Prosecutor and PBA., Local 316; the establishment of an equitable and reasonable procedure for the solution of differences; and, the establishment of rates of pay, hours of work and other conditions of employment.

I RECOGNITION

The Camden County Prosecutor hereby recognizes the Police Benevolent Association, Local #316, as the sole bargaining representative for Investigators and Senior Investigators, below the rank of Sergeant, for the purpose of establishing collective negotiations with respect to terms and conditions of the Agreement and all representation matters pursuant to New Jersey Statutes.

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II AGENCY SHOP

1. The County agrees to deduct the fair share fees from the earnings of those employees who elect not to become members of the Association and to transmit the fee to the Majority Representative.
2. The deduction shall commence for each employee who elects not become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
3. The fair share fee for service rendered by the Association, shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
4. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.
5. Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County and to all employees within the unit the information necessary to compute the fair share for services enumerated above.
6. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. The appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.
7. The Association shall indemnify, defend and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the County, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deductions.

III DUES CHECKOFF

1. The Employer agrees to continue deducting dues for the Union from the salaries of the employees, without requiring new authorizations, except in the case where an authorization is not presently in existence. Deductions shall be in accordance with N.J.S.A. (R.S)52:14=15, 9e as amended.
2. A dues checkoff shall commence for each employee who signs or who has signed a properly dated authorization notice, supplied only by this Union and approved by the County, during the month following the filing of such notice with the county. The Employer and the Union agree that the notice currently in use meets with their approval.
3. The aggregate monthly deductions from all employees shall be remitted to the Treasurer or Financial Secretary of the Union in the form of a check, payable to PBA 316, together with a list of all employees for whom the deductions were made by the fifteenth (15) day of the succeeding month after such deductions were made.
4. If there is any change in the rate of dues to be paid by the employee, then the Union shall provide written notice to the Employer at least thirty (30) days prior to the change along with new authorization form duly signed by the employee from whom the deductions are to be made.
5. The Union shall be responsible for providing the Check-off Authorization form, the securing of all proper signatures on the form, and delivering same to the County Treasurer.
6. For this Article of the Agreement the word "Employer" shall mean the Prosecutor and/or the County of Camden. The word "County" shall mean the County of Camden and/or the Prosecutor.
7. Any withdrawal by an employee of their check-off form shall be done in writing by the employee, who shall give a copy to both the Union and County Treasurers. The withdrawal shall not be effective until verified by the Union within ten (10) days of the Union's receipt of the withdrawal notice. Dues deductions by payroll shall cease on the following January or June.

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IV MANAGEMENT RIGHTS

1. The Prosecutor retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in him by the Law and Constitution of the County of Camden, State of New Jersey and the United States of America.
2. Except as specifically abridged, limited or modified by the terms of this Agreement, all such rights, powers, authority, prerogatives of management and responsibilities to promulgate and enforce reasonable rules and regulations governing the conduct and activities of the Investigators are retained by the Prosecutor.

V EMPLOYEE RIGHTS

1. The employees and the Union retain any and all rights afforded to them under the Constitution of the United States, Statutes of the United States and the laws of the State of New Jersey and any other applicable law.
2. Nothing in this Agreement shall be deemed to be a waiver of said rights, unless the employee and Union specifically waives said rights in writing and in the presence of an officer of the Union.

VI NON-DISCRIMINATION

The Prosecutor and the PBA Local No. 316 agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, sexual preference, disability, condition of pregnancy, Union membership or legal Union activities permitted herein including but not limited to attendance and participation at Union meetings.

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VII VACATION DAYS

1. Employees shall be entitled to the following annual vacation leave based on years of service with the County as follows:

1 year	12 working days per year
2-7	15 working days per year
8-11	18 working days per year
12-20	23 working days per year
21-24	25 working days per year
25 & over	28 working days per year

2. For all employees hired prior to January 20, 1980, vacation leave shall be calculated based on total number of prior years of law enforcement service and time of service with the Prosecutor's Officer.
3. All employees hired on or after January 21, 1980, who have prior service with a law enforcement agency or agencies shall have one half (1/2) of the employee's prior law enforcement service credited towards the calculation of the employee's time of service for calculation of vacation as set forth in paragraph one.
4. Employees shall have the right to accumulate vacation time but not to exceed thirty-five (35) days. No employee, however, shall be penalized by loss of vacation days should he be assigned emergency duty during his vacation period.

VIII HOLIDAYS

1. The following holidays are recognized as paid holidays, when celebrated as holidays: New Year's Day; Martin Luther King's Birthday; Washington's Birthday; Lincoln's Birthday; Good Friday; Memorial Day; 4th of July; Friday before Labor Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; General Election Day. Also, any day which is declared jointly by the State of New Jersey and the County of Camden, to be a holiday, shall be recognized to be a paid holiday under this contract.
2. Holidays which fall within an employee's vacation shall not be counted as, or deducted from, vacation leave.
3. It is understood that there shall only be one (1) day of celebration in the event that 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.
4. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday.
5. When the Board of Freeholders declare by formal action, a holiday for all County employees, any employee required to work on such holiday shall be given compensatory time at the rate of time and one half.
6. If an employee is required to work a holiday set forth in paragraph (1) hereof, the employee shall receive overtime pay for such time worked.

IX FUNERAL LEAVE

Employees shall be granted a leave of absence with regular pay in the event of a death of a family member as follows:

Five (5) days in the event of the death of a spouse, child, mother, father, or guardian of an employee.

Four (4) days in the event of the death of a brother or sister of an employee.

Three (3) days in the event of the death of a grandmother, grandfather, grandchild, mother-in-law, or father-in-law of an employee.

Two (2) days in the event of the death of a brother-in-law or sister-in-law of an employee.

In the event additional funeral leave is requested, the Prosecutor, for good cause, shall, at his discretion, grant more time which shall not be charged against the employee's sick or vacation time.

X SICK TIME

1. Employees shall be entitled to the following sick leave of absence with pay:
 - a. One (1) working day sick leave with pay for each month of service from their date of employment, up to, and including, December 31st of the next following date of employment and fifteen (15) days sick leave with pay for each calendar year thereafter. Sick leave will not be advanced. Employees shall only be entitled to sick leave earned. Sick leave for purpose herein is defined to mean absence of any employee from duty because of personal illness by reason of which such employees is unable to perform the usual duties of his position.
 - b. If an employee is absent for three (3) consecutive working days because of personal illness, as set forth in the above rule, the Prosecutor may require acceptable evidence of recovery of illness by a doctor's certificate, stating the nature of the illness and anticipated length of time the employee will be absent from his duties.
 - c. An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave hereinabove set forth, shall notify the office by telephone or personal messenger, within one (1) hour of the beginning hour. Failure to do so may result in the loss of pay for the period of absence.
 - d. Absence claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the local health department at the discretion of the Prosecutor. Such absence may not be counted as sick leave or deducted therefrom.
 - e. The total years of service after permanent appointment to the Prosecutor's Office, shall be considered in computing accumulated sick leave due and available.
2. During 1994, upon retirement, employees covered by this Agreement who have at least twenty-five (25) years of creditable service in Law Enforcement in the State of New Jersey, may receive, by separate check, 100% of the cash value of their accumulated sick leave up to a maximum of \$15,000, calculated at the rate of pay at the time of retirement. Starting in 1995, upon retirement, employees covered by this Agreement who have at least twenty-five (25) years of creditable service in Law Enforcement in the State of New Jersey, may receive, by separate check, 50% of the cash value of their accumulated sick leave up to a maximum of \$15,000, calculated at the rate of pay at the time of retirement.

XI OVERTIME

1. Overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off. Overtime shall also consist of any hours worked in excess of forty (40) hours per week, or eight (8) hours per day. All hours paid shall count in the forty (40) hour or eight (8) hour base for determining overtime.
2. Overtime compensated shall be paid to each employee at a rate of one and one-half (1-1/2) his hourly rate. All overtime shall be paid in their regular pay.
3. It shall be at the discretion of an employee to receive compensatory time at one and one-half (1-1/2) time. Hours earned are to be used within 90 days of acquiring said time. If the said accumulated compensatory time is not used within the 90 days after date of being acquired, it shall be lost, except when the time off is denied, then the acquired time shall be carried instead of overtime pay until time off is granted.
4. Employees, including on-call personnel, who are called back to work will be guaranteed a minimum of three (3) hours call-back pay at the rate of time and one-half the straight time rate.

XII SHIFT DIFFERENTIAL

The Employer will pay a three percent (3%) shift differential to all employees for all hours worked between 1800 hours and 0800 hours. If a shift is approved by the employer to accommodate a particular employee's personal reasons then no shift differential shall be paid. If employees are scheduled for work at straight time between those hours with less than forty-eight (48) hours notice, they will be paid an additional 1%, i.e., a 4% shift differential. The shift differential shall not apply where overtime is paid.

XIII INSPECTION OF PERSONNEL FILE

Each Employee shall have the right to inspect his/her personnel file within a reasonable time period after requesting the inspection and to respond in writing to any document therein except that such inspection right shall not apply to any internal investigation file.

XIV LEAVE OF ABSENCE

1. Leave of absence for employees shall be granted as provided in Civil Service Statutes and Rules and Regulations, except as otherwise set forth herein.
2. Military Leave of Absence: An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States who is required to undergo field training, shall be granted leave of absence with pay for the period of such tour of duty not to exceed two (2) weeks per year. This leave shall be in addition to the annual vacation leave, provided the employee presents an official notice from his Commanding Officer prior to the effective date of such leave.
3. Permanent employees shall be granted a leave of absence without pay if called to active duty with the Armed Forces of the United States, or with any organization authorized to serve therein 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.
4. Emergency and Special Leave: An employee shall be given time off without loss of pay when:
 - a. Performing Jury Duty.
 - b. Commanded to appear, not in his usual course of employment, as a witness and not as a party before a Court, legislative committee or judicial body.
 - c. Performing emergency civilian duty in relation to National Defense or any other emergency when so ordered by the Governor or the President.
5. Pregnancy Leave:
 - a. Any request for maternity leave of absence for any period up to and including three (3) months shall be granted. An additional period of up to and including three (3) months shall be granted by the Employer when her attending physician states that the additional time is for new born care or maternity related problems. Said periods shall be an unpaid leave of absence.
 - b. Employees shall be allowed to use all accumulated time prior to any unpaid leave commencing and said time shall not count towards the time period of leave of absence.
 - c. Any request for maternity leave shall be made in writing no later than the fifth (5) month of pregnancy.
 - d. Any pregnant employee shall be permitted to work provided her attending physician approves and submits his approval in writing. The Employer further agrees not to assign a pregnant employee to those assignments which are generally accepted to be reasonably dangerous to her or her baby.
 - e. The Employer agrees not to terminate an employee because of pregnancy.

6. Employees returning from authorized leaves of absences as set forth herein will be restored to their original title of Investigator or Senior Investigator and the appropriate step at the then appropriate rate of pay, with no loss of seniority or other employee's rights, privileges or benefits.
7. Nothing herein shall limit any rights an employee may have under the state or federal family leave acts.

XV INJURED ON DUTY

If an employee is incapacitated and unable to work because of any injury or disease sustained in the performance of his duties, he shall be entitled to injury leave with full pay up to six (6) months from the date of such incapacitation during the period in which he is unable to perform his duties, subject to the approval of the Prosecutor. Payment of this claim shall be subject to the approval of the County's Worker's Compensation Insurance carrier. The Board of Freeholders shall pay any employee covered by this section by regular paycheck in order that the employee is fully compensated during his period of incapacitation, not to exceed a six-month period. In addition, in an extreme hardship case, where an employee remains incapacitated and unable to work after a period of six months, the employee may be granted up to an additional six months injury leave at the discretion of the Prosecutor.

XVI LEGAL DEFENSE AND INDEMNIFICATION

1. The Board of Freeholders agrees to indemnify and provide for the legal defense of Investigators covered under this Agreement to the same extent as provided for in Title 59 and Title 59A with the exception of representation for and payment of exemplary or punitive damages resulting from the employee's civil violation of State or Federal Law. In Civil suits, representation shall be provided by the County Counsel unless a determination is made by that office that a conflict of interest exists. The Board of Freeholders shall not reimburse any employee for the cost of outside counsel fees unless the retention of outside counsel, the total amount of such fees, and the hourly rate payable are all approved in advanced by the Board.
2. Whenever an employee is a defendant in any criminal action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the Board of Freeholders shall provide said employee with the necessary means for the defense of such action or proceeding, or at the County's discretion shall provide the employee reimbursement of legal fees for outside counsel. Such reimbursement for outside counsel shall not be provided in instances of a nolo contendere, plea of guilty or finding of guilt by the court.
3. Whenever any employee is a defendant in any of the above, he shall utilize the Chain of Command to initiate any action to be taken on the employee's behalf.

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XVII GRIEVANCES

1. Purpose. The purpose of this article is to settle all grievances between the Prosecutor and/or county and the employees as quickly as possible so as to insure efficiency, promote employee morale and establish fair and equitable standards for all members of the Union.
2. Definitions. A grievance is defined as any disagreement or dispute between the Prosecutor and/or County and the member, or between the Prosecutor and/or County and the Union, involving the application, interpretation or alleged violation of this Agreement.

A group grievance is a grievance as defined above that affects the Union or a unit or a group of units within the Office of the Prosecutor. A group grievance shall be handled in the same manner as an individual grievance, except as noted in the Rights section of this Article.

The term "and/or County" is applicable to the Grievance Article only when it is established that the submitted grievance involves the County instead of the Prosecutor.

An employee is defined as any member of PBA Local #316 and/or any investigator covered by this Agreement. In the case of a group grievance, it shall also mean the Union, or a unit or a group of units within the Office of the Prosecutor.

The Union is defined at PBA Local #316.

The Prosecutor is defined as the Prosecutor of Camden County or his authorized representative. County shall mean appointed representative of the Board of Chosen Freeholders of Camden County and/or the Administrator of Camden County.

3. Representation. Any reference to representation in this article shall mean representation by the President of PBA Local #316, his authorized representative, or a Board Member of PBA Local #316, his authorized representative, or the attorney of record for PBA Local #316. However, both the Prosecutor, the County and the Union realize that an attorney may not be necessary for any and all steps in any grievance or group grievance. Only the Majority Representative shall process and present grievances.
4. Grievances must be filed not later than the later of thirty (30) days after the event or five (5) days after the employee's knowledge of the event. Under no circumstances may a grievance be filed later than one hundred and eighty (180) days after the event.

5. Rights. The employee and/or the Union shall retain any and all rights afforded to them under law and nothing in this Agreement shall be deemed to be a waiver of said rights, unless the employee specifically waives those rights in writing and in the presence of the President or Board Member of PBA Local #316. A three day recall period shall be in effect from the time the waiver is submitted in which the employee may withdraw said waiver, reinstating the waived rights and/or grievance, without penalty.

In the case of group grievance, the waiver shall be submitted only on an individual basis and affect only the employee that submitted said waiver.

6. Procedure. A grievance must be submitted in writing and answered in writing at all steps in the procedure. The only exception is where a step is eliminated by the nature of the grievance.

The Prosecutor and/or County may review any grievance resolved at step one (1) or step two (2), to ensure that he is in agreement with the decision. If the Prosecutor and/or County is not satisfied with the decision, then the grievance shall be re-heard with him, as soon as practical.

The grievance shall be processed as follows, except as noted in the above paragraph:

Step 1. The aggrieved employee and the representative of the Union shall discuss and attempt to resolve the matter at the lowest level of supervision where the grievance can be resolved. If it cannot be resolved within three (3) working days, then the grievance shall proceed to Step two (2).

Step 2. The aggrieved employee and the representative of the Union shall discuss and attempt to resolve the matter by going through the chain of command as established by the Prosecutor and/or County respectively. Each level in the respective chain of command that has the ability to discuss and resolve said grievance shall have three (3) working days from the time it is approached by the aggrieved employee and the representative of the Union to discuss and attempt to resolve the grievance. The Prosecutor will supply the Union in writing with the chain of command. If the grievance remains unresolved, then the grievance shall proceed to Step three (3).

- Step 3. The aggrieved employee and the representative of the Union shall meet with the Prosecutor and/or County to discuss and attempt to resolve the matter within five (5) working days. If the grievance remains unresolved, then either party may elect to proceed to Step four (4).

Step 4.

- a. If a grievance concerning an alleged violation or misapplication of the term(s) of the Agreement remains unresolved after Step Three, the Union may submit the matter to advisory arbitration within ten (10) working days of the answer to Step Three. The parties shall mutually select the arbitrator in accordance with the grievance arbitration rules of the New Jersey Public Employment Relations Commission.
 - b. It is understood that there shall be no arbitration of any disciplinary actions; the right to advisory arbitration shall apply only to alleged contractual violations excluding discipline.
 - c. The costs of the first two arbitration proceedings in a calendar year (i.e., the arbitrator's fees and expenses) shall be divided equally between the parties. With respect to all additional arbitrations beyond two per calendar year, the losing party shall pay the full cost of the arbitrator's services. If there is no clear winner or loser, or there is a dispute as to which party has won or lost the arbitration, the arbitrator shall decide how his/her fee is to be apportioned between the parties. The Arbitrator's determination on this issue shall be final and binding.
 - d. If the grievance remains unresolved, then the Union and/or employee may proceed to seek a remedy through the courts.
7. Special Provisions. Whenever it is not possible to hear a grievance during normal working hours, then the employee and the representative of the Union shall be entitled to overtime payment in accordance with the Overtime Article in this Agreement.

The employee and the Union representative may meet during normal business hours for the purpose of discussing or attempting to resolve a grievance, so long as said meeting does not interfere with the good working order of the Office of the Prosecutor as determined by the Prosecutor or his designee. Said meeting times shall not be unreasonably or arbitrarily withheld.

In order to fulfill the purpose of this Grievance Article, the employee and the Union shall be free from any penalty or reprisal, during or after any stages of a grievance, solely because said employee or the Union decided to file a grievance.

XVIII DISCIPLINARY ACTIONS

1. Purpose. The purpose of this article is to ensure the efficiency and the integrity of this office, promote employee morale, establish fair and equitable standards in the handling of disciplinary actions against employees, and to establish the guilt or innocence of employees charged with violations through prompt, thorough, and impartial investigations.

This article shall cover hearing wherein the proposed penalty could involve suspension without pay, fine, any penalty that is comparable to these, dismissal and any monetary reduction in salary, or reduction to the title of Agent.

2. Definitions. The term employee, Union, Prosecutor, and County as used in this article shall be defined the same as contained in Article XVII, Section 2 of this Agreement.
3. Rights. Any employee that becomes involved in any portion of a hearing and/or investigative stage of any alleged violation shall retain all rights afforded by this Agreement and all rights under law.
4. Representation. Any employee charged with a violation shall be entitled to represent himself, or be represented by an authorized member of the Union, or by an attorney. In any conference, investigation or hearing that might lead to a disciplinary action, a member may, at his or her option, have a Union representative present. All reports to be used in a disciplinary action are to be made available to the Prosecutor, employee and the Union.
5. Penalties. The following shall be the application of penalties and hearings:
 - a. Where the proposed penalty is greater than three (3) days suspension without pay, a fine equivalent to or greater than that amount, or a comparable penalty to these or dismissal, or reduction to the title of Agent to the Prosecutor, or any amount of monetary reduction in salary then the formal hearing procedures shall apply.
 - b. Where the proposed penalty is equal to, less than, or comparable to a three (3) day suspension without pay then the formal hearing procedure shall not apply. The employee and the Union shall be given a copy of the charges prior to any disciplinary action being taken and a copy of the final action as determined by the Prosecutor. The employee may submit a written request to have a formal hearing.

6. Hearings.

Formal. Whenever probable cause is established that an employee may be guilty of violating a Departmental Rule or Regulation, then the following is the procedure:

- a. A Notice of Disciplinary Action shall be prepared by the proper authority and be personally served on the employee and the Union. The Notice shall contain at least the employee's name and unit, the charges and the specifications of facts upon which the charge is based, the time, date and place of hearing, the penalties to which the employee is exposed, the signature of the Prosecutor and whether or not the employee is suspended with or without pay pending the determination of the hearing.
- b. The hearing shall be held during normal business hours, no sooner than five (5) days nor later than thirty (30) days after the submission of a nature of disciplinary action subject to the granting of reasonable requests for postponements by said employees.
- c. The charged employee shall have the opportunity to testify in his own defense, to produce relevant evidence and competent witnesses, and to cross-examine witnesses testifying against him.
- d. The hearing shall be conducted in an informal manner without formal rules or procedure but within the bounds of decency and respect.
- e. The Prosecutor may prosecute or preside but not both and may assign either or both of these duties to an authorized representative.
- f. The presiding officer shall admit testimony having reasonable probative value, but shall exclude immaterial, irrelevant and unduly cumulative testimony.
- g. The hearing may be recorded at the discretion of the presiding officer.
- h. After considering all the evidence both for and against the charge, the presiding officer shall render a verdict as soon as practicable. Although the verdict may be verbal at the time of the hearing, the determination shall be reflected in writing on the Notice of Final Determination which shall include the penalty to be imposed, if any, and must be served upon the member and the Union as soon as practicable.

7. Appeals. Whenever an employee has been found guilty of a violation of rules and regulations and the penalty imposed is contained in Section 5(a) of this Article, then said penalty shall not be served by the employee until he has exhausted any appeal rights to which he is entitled within this office under Disciplinary Article of this Agreement.

The employee and/or the Union may at their option request that the Prosecutor review the severity and appropriateness of the penalty imposed under Section 5(a) of this Article.

The Prosecutor agrees to review all penalties prior to their imposition so that at his discretion he may decrease but not increase said penalty.

The employee and/or Union shall retain any appeal rights that may exist under law, regardless of the outcome of any appeal within the office.

XIX BULLETIN BOARD

The Employer shall provide a space available to all employees for the posting of notices concerning PBA Local #316 business and activities.

XX CLOTHING MAINTENANCE

All employees shall receive compensation of money for the replacement of damaged clothing which occurred during the performance of his or her duty. The employee shall produce a receipt for the replacement article. The employee shall have the request approved by his section supervisor.

XXI EDUCATIONAL INCENTIVE

An employee under this contract who attends an approved college and enrolls and completes courses which, in the judgment of the Prosecutor, are law enforcement related and/or part of a law enforcement curriculum, shall be entitled to a credit reimbursement from the County at the rate of \$25.00 per credit for each undergraduate course so approved or \$50.00 per credit for each graduate course so approved.

XXII SENIORITY

Seniority is determined by the actual date the employee became an Investigator.

Seniority is the determining factor for layoffs, recalls, and in time off disputes in each respective unit. This Article shall not apply to computations used in determining Longevity payments and vacation allowances. Upon written requests from the Union, the employer shall furnish a complete seniority list ranked by the actual date that an employee became an Investigator. The list will also include the original date of hire and adjusted dates of hire used for longevity and vacation allowance purposes.

XXIII PBA MEETING

Up to a maximum of three (3) representatives from the Union shall be granted leave from duty with full pay to attend the conventions of the Police Benevolent Association of the State of New Jersey, as provided by N.J.S.A. 40A:14-177.

XXIV SALARY INCREASE

1. The employees shall be given salaries in accordance with the attached appendix. The Prosecutor may hire new employees into the title of Investigator at any of the seven steps.
2. All salary increases and step advancements for 1993 and 1994 shall be retroactive to pay period one of 1993 and 1994 respectively and shall be paid for all time worked, including overtime, by the employees from pay period one of 1993 until the date of ratification of this Agreement. All retroactive pay increases shall be paid to the individual employees in one lump sum check, separate from the employees' regular paycheck, within twenty eight (28) days of the signing of this Agreement.

In 1993 and 1994, there will be automatic step advancement on each employee's anniversary date. Commencing in 1995, each employee will receive an annual performance appraisal on or about his/her anniversary date. The employee will advance one (1) step on the salary guide upon the occurrence of either of the following events:

- a. Receipt of one (1) OUTSTANDING performance appraisal, or
 - b. Receipt of two (2) SATISFACTORY performance appraisals.
3. The Prosecutor at his discretion may pay once a year per employee a cash merit/bonus, not includable on base salary to Investigators. The number of said merits/bonuses and the amount, are to be at the Prosecutor's sole discretion and depend on the budgetary situation for that year.
 4. At the employee's option, for the last three (3) pension years after the 22nd year of service only all monetary compensation with the exception of overtime shall be included in the annual base salary.

XXV SENIOR INVESTIGATORS

The Prosecutor may designate certain Investigators to be Senior Investigators. This designation shall be considered a promotion. No overtime shall be paid to any Senior Investigator, except that such employees shall earn overtime in accordance with Article XI up to a Sergeant's salary.

XXVI INSURANCE

1. The Group Hospital plan and the Prescription Plan presently maintained and paid by the County shall remain in effect except in the case of the approval by the County of a new plan that is equivalent or better.
2. The County shall pay or caused to be paid to the PBA Local #316 Health & Welfare Fund the sum of \$155.34 per employee for 1993, \$186.12 per employee for 1994, and \$220.38 per employee for 1995.
3. The Union agrees to save and hold harmless the County for any liability arising under the administration of the PBA Local #316 Health and Welfare Fund, and further agrees to make available to the County audits or reports dealing with the Fund as they become available.
4. The County shall provide for post-retirement payment of Group Health and Major Medical and Prescription Plan, equivalent or better than the plan that exists at the time of retirement, for those employees, and their eligible dependents, having at least 25 years of County Service.

All employees who retire from the county on or after the signing of the Agreement shall be entitled to receive all health benefits and prescription plan as set forth in Article XXVI Paragraph 1, at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the County and adjusted on an annual basis:

<u>Years of County Services</u>	<u>Participant Co-Pay</u>
0 up to 5 years	COBRA Coverage only
5 years up to 10 years	15%
10 years up to 25 years	10%
25 or more years	-0-

5. Employees having at least 25 years of service with a law enforcement agency or a work related disability pension shall be entitled to the same benefits provided in Paragraph four (4) of this section at a cost to the employee equal to twenty-three percent (23%) of the actual cost to the County for those benefits.
6. Should legislation be enacted which would reduce the number of years of County service required before the County may assume the cost of post-retirement health benefits, Paragraphs four (4) and five (5) of this section shall be interpreted in accordance with such legislation.

7. All employees covered under this Agreement, in accordance with Section I, agree to the following changes in the Group's Hospital Plan:
- a. The prescription co-pay shall be three dollars (\$3.00) prescription. There will be no maximum time for each prescription. For example: 15 days supply only.
 - b. Use of generic prescription drugs by employees and dependents is encouraged. If doctor specifies "dispense as written", no generic prescription drug will be substituted. If prescription drugs are not specified "dispense as written" by doctor, pharmacist must dispense the generic equivalent, if available. If an employee specifically requests a brand name, the employee is responsible for the difference between the generic and non-generic prescription drug.
 - c. No employee, covered under this Agreement shall be required to utilize the services of "preferred providers". If any employee agrees to utilize the "preferred providers", he/she shall notify the County and the County will advise such employee of the designed "preferred providers" and may sign up on a voluntary basis, at any time, during the calendar year, for one (1) full year. Any employee may opt out of the "preferred providers" or out of the Group Hospital Plan, to enroll in H.M.O. or any other similar medical coverage, during the open enrollment period.
 - d. If the employee, during the open enrollment period, enrolls in H.M.O. or any other similar medical coverage offered, all premiums, for the employee and their dependents, shall be paid by the County, up to the premium paid for the County Plan.
 - e. 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. In the event that the second opinion differs from the participant's doctor's opinion, the participant may elect to have the surgery with all costs of said surgery and related treatment and services to be paid for the County in accordance with the terms of the Health Benefits Program.

ELECTIVE PROCEDURES REQUIRING
SECOND OPINION

1. Bunionectomy
2. Cataract Removal
3. D&C (Dilation and Curettage)
4. Hemorrhoidectomy
5. Herniorraphy

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

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. The Administrator of the County's self-insured benefits program will identify a panel of three specialists in the area of the surgery to be performed. The participant shall select the second opinion from this panel. The panel of three specialists, provided by the Administrator of the County's self-insurance program, shall be available to the requesting employee no later than ten (10) days or the employee shall not be bound by this section and may receive the elective surgery without a second opinion. In the event that a participant is outside of a 50 mile radius of the City of Camden at the time that elective surgery is contemplated the mandatory second opinion shall be waived.

- f. 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 requiring that the procedure be performed in a hospital. In the event that the participant's doctor requires that the procedure be performed in a hospital all costs of said surgery and all related treatment and services costs shall be paid by the County's program administrator in accordance with the terms of the Health Benefits Program.

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. Dilatation and Curettage
7. Tubal Ligation
8. Knee Surgery
9. Bunionectomy
10. Submucous Resection

11. Biopsies
12. Correction of Hammer Toe
13. Removal of Foreign Body
14. Vasectomies
15. Bronchoscopy
16. Laryngoscopy
17. Minor Fractures

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

- g. There will be no benefits paid by the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency. Participants will be allowed to submit a copy of their emergency room record signed by the Emergency Room Doctor verifying the need for emergency room treatment. If an employee or their dependents are required to receive treatment, in the emergency room, such as X-rays, blood work, removal of sutures, etc., and such treatment is not necessitated by an accident or life saving emergency, such treatment, if requested or required by the employee's treating doctor, shall be paid by the County's program administrator in accordance with the terms of the health benefits program. In the event that a participant is outside of a 50 mile radius of the City of Camden at the time they sought emergency room treatment, no written certificate will be required. When outside of a 50 mile radius of the City of Camden, all costs of emergency room treatment shall be paid by the County's program administrator in accordance with the terms of the health benefits program.
- h. Participants in the County's self-insured health benefits program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program, which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error. up to a maximum of \$100 per bill.

- i. When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate. In the event that a spouse or dependents of the participant is not covered by any other health benefits program, the County's self-insured program shall provide coverage.
- j. Any employee covered by this Agreement may choose, in writing, during the open enrollment period to participate in the "optional health benefits program". participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who choose not to maintain the County's health coverage.
 1. If an employee chooses to participate in this program and selects one of the options the employee shall receive 50% of the savings.
 2. Employees shall be permitted to "opt out" of the Prescription Plan.
 3. New employees shall be eligible for the option immediately upon employment.
 4. Retirees will be eligible for the option.
 5. 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 or dependents to coverage under the Self-Insured Plan or Prescription Plan for the remainder of that year. If the employee desires to reinstate H.M.O. 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.
- k. If an employee is killed in the line of duty the employee's spouse shall be entitled to free health benefits and prescription plan for life as well as the children up to the age permitted in the employee's plan.
- l. New employees hired after the execution of the Agreement shall be required to co-pay 15% of the actual premium for their health insurance and prescription plan, with such payment capped at 5% of their gross salary.

- m. All employees enrolled in an H.M.O. will co-pay \$5.00 for each doctor visit.
- n. Effective with the signing of the Agreement, 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.
- o. Effective with the signing of the Agreement, benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of twelve (12) visits per year unless a physician's order requires otherwise.
- p. Effective with the signing of the Agreement, 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 retiree's 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.

XXVII EQUIPMENT

The Employer after agreement with the Union shall provide and maintain all equipment needed to perform all assignments safely.

XXVIII NON-WAIVER PROVISION

Edward Slimm, et al. v. Board of Chosen Freeholders of Camden County, Docket No. L-93613-87, grants certain relief by employees covered under this Agreement from the County. Nothing in this entire Agreement shall be construed as a waiver of any rights obtained by the employees in the aforesaid case. The County shall not in any way raise, plea, argue, or claim that this Agreement acts as a waiver of the rights or damages claimed by the employees in the aforesaid case.

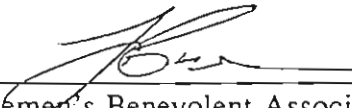
XXIX SEVERABILITY AND SAVINGS

If any provision or portion of a provision is subsequently declared by the proper legislative or administrative agency of competent and final jurisdiction, or judicial authority or court of law of final and competent jurisdiction to be unlawful, invalid or unenforceable, then the remainder of the provisions and/or the remainder of any portion of a provision(s) shall not be affected and shall continue in full force and effect.

XXX TERMS OF CONTRACT

The County agrees to maintain and preserve all contractual terms and benefits to which employees represented by the Union would be otherwise entitled to during the course of negotiations for a successor Agreement. Negotiations for a successor agreement shall begin when one party notifies the other in writing of their intent to commence negotiations.

The term of this Agreement is from January 1, 1993 to December 31, 1995.

By:  _____
Police Officers Benevolent Association,
Local #316

By:  _____
Prosecutor of Camden County

APPENDIX i
SALARY APPENDIX

<u>Steps</u>	<u>Pay Period 1, 1993</u>	<u>Pay Period 1, 1994</u>	<u>Pay Period 1, 1995</u>
1	\$28,085	\$30,216	\$31,047
2	\$30,648	\$32,996	\$33,903
3	\$33,210	\$35,776	\$36,760
4	\$35,773	\$38,806	\$39,873
5	\$38,848	\$42,142	\$43,301
6	\$40,848	\$45,221	\$46,465
7	\$42,948	\$47,945	\$49,264
Senior Investigator	\$47,540	\$51,570	\$52,988

APPENDIX ii

LONGEVITY FOR 1993

For all members hired before January 21, 1980, longevity pay shall be computed for each year as of December 1st on a yearly basis for each employee as of the anniversary date of his employment as a law enforcement officer without interruption of service. For all members hired on or after January 21, 1980, longevity pay shall be computed for each year of service as of the anniversary date of employment with the County of Camden. It shall be distributed annually on or about December 1st, in a separate check, to all employees with five (5) or more years of full time service on that date as per the following schedule:

5 to 6 years service	2% of annual pay not to exceed	850
7 to 10 years service	3% of annual pay not to exceed	1140
11 to 14 years service	4% of annual pay not to exceed	1680
15 to 19 years service	5% of annual pay not to exceed	2100
20 years service and over	6% of annual pay not to exceed	2520

All employees hired on or after January 21, 1980, who have prior service with a law enforcement agency or agencies shall have one-half (1/2) of the employee's prior law enforcement service credited toward the calculation of the employee's time served for calculation of longevity as set forth in paragraph one.

For all members with only County time, Longevity shall be computed as of the employee's hiring date with the County.

ANNUAL SICK SELLBACK FOR 1993

Pursuant to Civil Service regulations any unused Sick Leave, up to a maximum of 15 days per year, will be payable to employees covered by this Agreement on or about January 15th of the following year. 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 of prior years.

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 Prosecutor no later than November 15th of each year.

APPENDIX ii

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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 Prosecutor no later than November 15th of each year.

APPENDIX iii

DISCIPLINARY ACTION

1. The Prosecutor contends that this provision is ultra vires and non-negotiable.
2. The Union contends that Article XVIII is negotiable and should remain in the Agreement.
3. The parties reserve their rights to take action consistent with their respective positions pending a final determination by an appropriate tribunal as to the negotiability of the disputed language.
4. Neither party waives its right to negotiate a disciplinary article for inclusion in the new collective bargaining agreement to the extent permitted by law.