

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CAMDEN COUNTY**

**AND**

**FRATERNAL ORDER OF POLICE, LODGE NO. 218**

**EFFECTIVE JANUARY 1, 2014 – DECEMBER 31, 2016**

## Table of Contents

PREAMBLE .....	1
I. RECOGNITION .....	2
II. DUES DEDUCTION .....	2
III. REPRESENTATION FEES .....	3
IV. GRIEVANCE AND ARBITRATION PROCEDURES .....	7
V. WORK SCHEDULES AND OVERTIME .....	10
VI. TEMPORARY ASSIGNMENTS .....	12
VII. CALL-IN TIME.....	12
VIII. WAGES.....	13
IX. STIPENDS.....	14
X. HOLIDAYS .....	15
XI. VACATION.....	15
XII. SICK AND INJURED LEAVE.....	16
XIII. FUNERAL LEAVE .....	19
XIV. PERSONAL LEAVE TIME .....	20
XV. MILITARY LEAVE.....	21
XVI. LEAVE OF ABSENCE .....	21
XVII. SENIORITY .....	22
XVIII. FOP RIGHTS AND PRIVILEGES.....	23
XIX. EMPLOYEE RIGHTS .....	25
XX. INSURANCE, HEALTH AND WELFARE.....	25
XXI. CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE .....	35
XXII. PERSONNEL RECORDS.....	35
XXIII. BULLETIN BOARDS .....	36
XXIV. RETIREMENT .....	36
XXV. NON-DISCRIMINATION .....	37
XXVI. FULLY BARGAINED AGREEMENT .....	38
XXVII. TERM AND RENEWAL .....	39

PREAMBLE

THIS AGREEMENT entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS AND THE CAMDEN COUNTY POLICE DEPARTMENT, hereinafter "COUNTY," and THE FRATERNAL ORDER OF POLICE, LODGE NO. 218, hereinafter "FOP," has as its purpose the promotion of harmonious relations between the County and the FOP; 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 for the employees represented by the FOP, and represents the complete and final understanding on all the bargainable issues between the County and the FOP.

## I. RECOGNITION

In accordance with the "Certification of Representative" issued by the Public Employment Relations Commission (Docket No.: RO-2013-058) the County hereby recognizes the FOP as the sole and exclusive representative and bargaining agent of all non-supervisory Police Officers, including Detectives, who are employed by the Camden County Police Department, hereinafter, "employees."

## II. DUES DEDUCTION

SECTION 1. Subject to the provisions of N.J.S.A. 52:15-15.9e, upon the written authorization by an employee in the bargaining unit represented by the FOP, the County agrees to deduct from the salary of each such employee the sum certified by the FOP as dues and forward that sum to the FOP Treasurer and/or any other duly authorized officer designated by the FOP.

SECTION 2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to FOP and a copy to the County, and in accordance with the provisions of N.J.S.A. 52:14-15.9e, as may be amended, such revocation shall be effective as to all deductions of that employee as of January 1 or July 1, next succeeding the date on which such revocation is filed.

SECTION 3. The County shall, upon request, provide the FOP with a statement indicating the amount deducted from each employee as dues. The statement shall be provided within a reasonable time following the request.

SECTION 4. The County shall not permit payroll deductions for the payment of dues to any labor organization other than the FOP, as the duly certified majority representative of employees. Existing written authorizations for payment of dues to any other labor organization shall be terminated. It is understood and agreed between the parties herein that this provision does not apply to any other voluntary organization.

### III. REPRESENTATION FEES

SECTION 1. The County agrees to deduct a fair share or representation fee from the salaries of those employees who elect not to become members of the FOP, and to transmit that fee to the FOP in the same manner as used for the deduction and transmission of regular dues.

SECTION 2. The deduction shall commence for each employee who elects not to become a member of the FOP thirty (30) days following written notice from the FOP of the amount of the representation fee assessment. New employees subject to the fee shall have same deducted after thirty (30) days from the beginning date of her/his employment, subject to receiving written notice from the FOP of the amount of the representation fee assessment.

SECTION 3. The representation fee shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the FOP, less the cost of benefits financed through the dues and available only to members of the FOP and expenditures in aid of activities or causes of a partisan political or ideological nature only incidentally related to employees' terms and conditions of employment, and in no event shall the fee exceed the limits required by relevant statutes and regulations.

SECTION 4. An employee subject to the representation fee shall be entitled to a review of the amount of the fee by requesting the FOP substantiate the amount charged for the fee. This review shall be afforded in conformance with the internal demand and return procedures established by the FOP and contained in SECTION 5, infra. The FOP shall provide the County with a copy of the internal demand and return procedures. The deduction of the representation fee shall be available only to the extent that the FOP establishes and maintains its internal demand and return procedures. If an employee is dissatisfied with the results of the FOP's internal demand and return procedures, she/he may appeal to the board established by the Governor for the purpose of hearing such matters.

SECTION 5. Pursuant to N.J.S.A., 34:13A-5-4, Section 2, the FOP and the County have reached an agreement whereby the FOP shall be entitled to a representation fee in lieu of dues from all non-union member employees for services rendered by the FOP.

The representation fee in lieu of dues shall be set at an amount not to exceed eighty-five percent (85%) of the regular members' dues, fees and assessments of the FOP.

Any non-union public employee who pays a representation fee to the FOP in lieu of dues shall have the right to demand and receive from the FOP, under the procedures outlined below, a return of any portion of that representation fee which represents the non-union member's pro rata share of expenditures by the FOP that are in aid of activities or causes of a partisan, political, or ideological nature only incidentally related to the terms and conditions of such public employee or applied toward the cost of any other benefit available only to members of the FOP.

A demand for the return of that portion of the representation fee used for political and ideological activities not reasonably related to collective bargaining contract administration and

grievance resolution or applied toward the cost of any other benefits available only to members of the majority representative may be made by a non-union member assessed with said fee only in writing by certified mail, return receipt requested to President, FOP Lodge No. 218, PO Box 1553 Bellmawr, NJ 08099.

A written demand must include the name, address and social security number, of the non-union member and must identify the non-member's work location.

Said demand may be filed during the calendar year. However, to receive a rebate for the entire year, a non-union member must submit his/her request during the last three weeks of December. A demand received during the course of the year will only be applied toward the remainder of said year. Demands received during the last three weeks of December will be presumed to be for the following year unless otherwise indicated.

A demand will only be valid for the following year if submitted during the last three weeks of December or if submitted during the course of the year, for the remainder of that year. Upon receipt of that demand portion of the non-union member's fee corresponding to an estimate of the portion of the FOP's expenditures on rebatable activities will be kept in an escrow account with interest accruing.

Each year the FOP's Executive Board will determine the amount of the FOP's expenditures on rebatable activities.

Any non-union member disagreeing with the Executive Board's determination shall have the right to appeal to the Executive Board or a hearing officer appointed by the Executive Board by filing a written appeal with 30 days of the date of receipt of the determination. The appeal should be addressed to the FOP President. All non-union members filing such appeals, shall receive written notification of the date, site and time of the hearings for such appeals, a minimum

of 10 days prior to the scheduled hearing date. At such hearings the FOP shall have the burden of proving that the portion of the representation fee demanded to be returned by the non-union member has not been used for political and ideological activities not reasonably related to collective bargaining, contract administration and grievance handling or applied toward the cost of any other benefits available only to members of the FOP. All appealing non-union members shall be accorded a full and fair hearing before the Executive Board or hearing officer. Said Executive Board or hearing officer shall consider and decide appeals from the determination of the Executive Board within a reasonable time following the filing of such appeals. All non-union members may bypass this step in the appeal procedure and appeal directly to the Board appointed by the Governor of New Jersey pursuant to N.J.S.A. 34:13A-5, 6 as set forth below.

If any appealing non-union member is dissatisfied with the action of the Executive Board or hearing officer appointed by the Executive Board, he/she may further appeal within 30 days following the decision of the Executive Board or hearing officer, to the three member board appointed by the Governor of New Jersey as provided in N.J.S.A. 34:13-A5, and pursuant to the rules and regulations promulgated by the Public Employment Relations Commission of New Jersey.

SECTION 6. The County shall, upon request, provide the FOP with a statement indicating the amount deducted from each employee as representation fees. The statement shall be provided within a reasonable time following the request.



#### IV. GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. It is the policy of the County and the FOP that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. Informal settlements at any step will bind the immediate parties to the settlement but will not be precedential in subsequent grievance proceedings unless otherwise agreed to by the parties.

SECTION 2. The term "grievance" means a complaint that there has been an improper application, interpretation, or violation of this Agreement, any County policy governing the FOP or employee(s), or any administrative decision affecting any employee, including but not limited to all minor discipline, up to and including five (5) days suspension. Any employee, group of employees, or the FOP may submit a grievance individually, collectively or on behalf of its members so long as the FOP is provided notice of the grievance and shall have the right to participate in any grievance meeting, however, only the FOP may submit a matter to arbitration, pursuant to the procedures outlined below.

SECTION 3. The procedure for resolving grievances between the parties covered by this Agreement shall be as follows:

STEP 1: (a) Within fifteen (15) calendar days of the event or events, or knowledge thereof, giving rise to a grievance, an employee, group of employees or the FOP may initiate a grievance by submitting same in writing to the party or parties immediate supervisor, identifying the aggrieved party; the provisions of the agreement, policy and/or decision involved in the grievance; the time and place where the alleged events or conditions constituting the grievance

existed; if known, the identity of the person responsible for causing such events or conditions; and a general statement of the grievance and/or redress sought by the aggrieved party.

(b) Within fifteen (15) calendar days of receipt of the grievance, the immediate supervisor shall respond in writing to the FOP and the grievant.

STEP 2: (a) If the party or parties that filed the grievance is/are not satisfied with the response of the immediate supervisor, it/they may submit the grievance in writing to the Division Commander within fifteen (15) days of the response.

(b) Within fifteen (15) calendar days of receipt of the grievance, the Division Commander shall respond in writing to the FOP and the grievant.

STEP 3: (a) If the party or parties that filed the grievance is/are not satisfied with the written response of the Division Commander, it/they may submit the grievance to the Police Chief, within fifteen (15) days of the receipt of the written response.

(b) Within fifteen (15) days, the Police Chief, shall hear the grievance.

STEP 4: (a) If the party or parties that filed the grievance is/are not satisfied with the written response of the Police Chief, it/they may submit the grievance to the County Administrator, or his/her designee, within fifteen (15) days of the receipt of the written response.

(b) Within thirty (30) days, the County Administrator or his/her designee, shall hear the grievance. The County Administrator or his/her designee shall deliver to the FOP and the grievant within thirty (30) calendar days from the date of the hearing, a written decision setting forth the County's position.

STEP 5: (a) If the FOP is not satisfied with STEP 4 written decision, or in the event that no written decision is delivered within the timeframes set forth in STEP 4, then the FOP may submit the matter to arbitration by filing a Request for Submission of a Panel

of Arbitrators with the New Jersey Public Employment Relations Commission ("PERC") for appointment of an arbitrator in accordance with the PERC's rules and procedures within thirty (30) calendar days of the written decision or due date of the written decision.

(b) No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision referred to in STEP 4 above.

(c) The arbitrator will be bound by the provisions of this Agreement and the Constitution and the Laws of the State of New Jersey and of the United States of America and be restricted to the application of facts and issues submitted to him/her involving the grievance and shall consider it and nothing else. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be submitted within thirty (30) days of the conclusion of the arbitration hearing, shall be in writing with reasons therefore and shall be final and binding upon the parties.

(d) The cost of the arbitrator shall be shared equally by the FOP and the County. All other expenses associated with the arbitration shall be borne by the party incurring same.

#### SECTION 4.

(a) The County and the FOP may mutually agree to waive or extend any Steps or timeframes contained in the grievance procedure.

(b) The failure at any stage of the grievance procedure to communicate the decision on a grievance within the specified time limits, absent agreement, shall permit the grieving party to proceed to the next step of the procedure.

(c) The failure at any stage of the grievance procedure to appeal a grievance to the next Step within the specified time limits, absent agreement, shall be deemed to be an acceptance of the most recent determination of the dispute.

(d) Any grieving party may be represented at all formal Steps of the grievance procedure by a representative of the FOP and/or an attorney.

(e) If the FOP or the aggrieved party elects to pursue legal remedies provided under Civil Service, any arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

## V. WORK SCHEDULES AND OVERTIME

SECTION 1. The regular shifts for patrol officers shall be twelve hours, 6am to 6pm and 6pm to 6am; 5am to 5pm and 5pm to 5am; and 7am to 7pm and 7pm to 7am. The regular shift for investigative units, members of the CST, and NRT shall be either four (4) days of ten (10) hours, with rotating days off, or five (5) days of eight (8) hours, as determined by the Chief. All shifts shall cover seven (7) days per week.

SECTION 2. The regular hours for those employees other than in Section 1 above shall be various tours of duty worked in schedule form and made up for no less than seven (7) days in advance.

SECTION 3. Employees shall receive overtime compensation for any hours worked in excess of eighty-six (86) hours in any fourteen (14) day work period for employees working 12 hour shifts and eighty-four (84) hours during a fourteen (14) day work period for employees working 8 or 10 hour shifts.

SECTION 4. If an employee is required to work in excess of and in continuation of his/her regular day's shift by more than two (2) hours said time shall be paid at the employee's overtime rate (1 ½ times her/his regular rate of pay) regardless of any other overtime eligibility referenced herein beginning in the third hour. Under no circumstances shall this provision be used to increase overtime pay where the employee is otherwise eligible for overtime under the terms of the agreement.

SECTION 5. For training purposes, any employee working a midnight tour of duty shall be given the option of changing his/her schedule to a tour designated for training by the Department. The tour change option shall be exercised by the employee, upon notification of the training assignment by the County. At the completion of training, the employee shall return to the midnight tour of duty.

SECTION 6. Absent an emergency, an employee shall not have her/his shift time changed absent forty-eight (48) hour notice to that employee by the County. In addition, when an employee is to be mandated to work an overtime detail, the County shall provide forty-eight (48) hours' notice to that employee, where practicable.

SECTION 7. When an employee is to be involuntarily transferred from one squad, unit, or division she/he will be provided no less than ten (10) calendar days' notice, except in cases of emergent circumstances.

## VI. TEMPORARY ASSIGNMENTS

SECTION 1. When an employee is temporarily assigned to perform the duties of a higher rank, the employee so assigned shall be paid at the rate commensurate with the rank in which she/he is temporarily assigned for each day worked upon five (5) consecutive shifts in the assignment. Upon the fifth consecutive shift, the employee shall be paid for all shifts worked retroactive to the first day.

## VII. CALL-IN TIME

SECTION 1. Any employee who is required to and returns to work during periods other than the regularly scheduled shift shall be paid at the overtime rate, and shall be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked. If the employee's call-in-time work assignment and the regular shift overlap, the employee shall be paid at the overtime for that period worked prior to the regular shift; thereafter, for the balance of the regular work shift, the employee shall be paid her/his regular rate, unless the employee is otherwise eligible for overtime.

SECTION 2. An employee who is required to appear in any court, judicial or administrative proceeding on the employee's day off, time off or vacation day, she/he shall be paid at the overtime rate for all hours, with minimum of three (3) hours of pay for the appearance before the court. This shall only apply where the employee is appearing on behalf of the Department, County or State and is not a litigant against the Department, County or the State.

## VIII. WAGES

SECTION 1. Wages shall be paid to all employees covered by this Agreement as set forth below.

### 2014

Effective July 1, 2014, all employees shall receive a base salary adjustment of 2%.

### 2015

Effective January 1, 2015, all employees earning a salary of \$75,934 or above shall receive base salary adjustment of 2%.

All other employees shall advance on the anniversary of their date of hire as a Camden County Police Officer one step to the next highest salary amount on the following salary scale:

Academy	\$31,407
Working Test Period	\$38,100
Step 1	\$41,158
Step 2	\$44,000
Step 3	\$46,954
Step 4	\$49,852
Step 5	\$52,750
Step 6	\$55,648
Step 7	\$58,546
Step 8	\$61,444
Step 9	\$64,342
Step 10	\$67,240
Step 11	\$70,138
Step 12	\$73,036
Step 13	\$75,934

2016

Effective January 1, 2016, all employees earning a salary of \$75,934 or above shall receive base salary adjustment of 2%.

All other employees shall advance on the anniversary of their date of hire as a Camden County Police Officer one step to the next highest salary amount on the above salary scale.

SECTION 2. All employees shall receive their pay on a bi-weekly basis.

#### IX. STIPENDS

SECTION 1. All employees in investigatory units shall receive a stipend of two thousand five hundred dollars (\$2,500) per year, paid on a pro rata basis in a separate payment on the first pay period of December. All officers assigned to NRT shall receive a stipend of one thousand dollars (\$1,000) per year paid on a pro rata basis in a separate payment on the first pay period of December. During 2014, such stipends shall be prorated beginning November 1, 2014 through December 31, 2014.

SECTION 2. All police officers who are assigned a canine shall be granted one (1) hour of release time per shift. In the event the officer is unable to have release time in a shift due to the needs of the Department, he or she shall receive an hour of overtime pay as compensation. The County shall continue to provide food and veterinarian services, and any other costs of



maintenance as needed for the health of the dogs, as well as a police vehicle to be used by the officer.

## X. HOLIDAYS

SECTION 1. Employees shall receive thirteen (13) paid holiday days per year. For the purposes of this Article, the terms a "day" and a "working day" shall be defined as ten (10) hours.

SECTION 2. In the event that an employee has any unused holidays at the end of the year, the employee shall be permitted to carry over said days into the next year. Thereafter, the employee must use the carried over time before the end of the year or it will be scheduled by the Department. Requests to use holiday time shall not be unreasonably denied.

SECTION 3. All holiday time shall be used on a day-for-day basis, however, upon retirement or other termination of employment from the County, the employee shall only receive eight (8) hours for each leave day accumulated, exclusive of days carried over from the previous year.

## XI. VACATION

SECTION 1. On January 1 of each year, employees shall be credited with vacation time on the following schedule:

0 years of service through the 1 <sup>st</sup> year of service	1 day per month (prorated for new employees)
2 <sup>nd</sup> year of service through the 14 <sup>th</sup> year of service	15 days per year
15 <sup>th</sup> year of service and thereafter	20 days per year

SECTION 2. For purposes of this Article, the phrase "year of service" with the Camden County Police Department, and the terms a "day" and a "working day" shall be defined as ten (10) hours.

SECTION 3. An employee may carry over unused vacation days into a subsequent year. However, those days must be used by the end of the subsequent year or the Department will schedule those days. Employees who retire with unused vacation days shall be compensated for same, exclusive of any days carried over from the previous year. Requests to use vacation days shall not be unreasonably denied.

SECTION 4. Vacation days shall be selected by all employees in order of seniority.

SECTION 5. All vacation time shall be used on a day-for-day basis, however, upon retirement or other termination of employment from the County, the employee shall only receive eight (8) hours for each leave day accumulated.

## XII. SICK AND INJURED LEAVE

SECTION 1. Employees shall be entitled to earn sick leave at a rate of one (1) sick day per month during the year of their appointment, and thereafter shall receive fifteen (15) sick days per year. For the purposes of this Article, the terms a "day" and a "working day" shall be defined as ten (10) hours.

SECTION 2. Sick leave for purposes herein is defined to mean the absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the

usual duties of his position, or exposure to a contagious disease, or a period of attendance with an ill member of his/her immediate family requiring the presence of the employee.

SECTION 3. If any employee is absent for three (3) consecutive working days for any of the aforesaid reasons, the County may require acceptable evidence in the form of a doctor's note. The nature of the illness and length of time the employee was or will be absent may be stated on the doctor's note. Nothing herein shall limit the right of the Department to require medical documentation, including but not limited to, a doctor's note, where it reasonably suspects abuse of sick leave by the employee.

SECTION 4. Any employee who does not use all of his/her allowable sick leave in any calendar year may carry over that time into a subsequent year.

SECTION 5. If an employee is incapacitated in the line of duty or unable to work because of an injury or sickness related to or caused in the performance of his/her duties, provided such employee is on active duty at the time such injury occurs, he/she shall be entitled to worker's compensation injury leave during the period in which he/she is unable to perform his/her duties, as certified by an Examining Physician, as appointed by the County. Sick days utilized by the employee during the pendency of an injury claim, shall have thirty percent (30%) of such time credited back to the employee's accrued time.

SECTION 6. The full amount of injury leave payments received under this Article shall be deemed and considered "compensation payments" under and for the purpose of this section and N.J.S.A. 34:15-40 of the Worker's Compensation Act and shall be part of the worker's compensation lien of the County.

SECTION 7. When any employee, who has received leave payments hereunder and/or medical payments, enters into settlement negotiations with or maintains an action in any court against a third party or his/her insurer on account of any liability of the third party or his/her insurer to the employee arising out of the incident causing the injury or disability for which the employee received injury leave payment and/or medical payments, such employee shall inform the County in writing of the names and mailing addresses of the third party and his/her insurer within ten (10) days after entering into negotiations or filing of this action.

SECTION 8. If such employee receives or recovers a money judgment or money settlement from the third party or his/her insurer, the employee shall within ten (10) days of the recovery, notify the County or its designee in writing and report the total amount of such recovery, the amount of attorney's fee paid or to be paid and the amount of court costs. Within thirty (30) days after receiving payment, the employee shall reimburse the County for injury leave payments and/or medical payments as hereinafter provided. If the total sum recovered by employee exceeds the sum of injury leave payments and/or medical payments, the employee shall reimburse the County an amount equal to the sum of the injury leave payments and medical payments. Provided, however, that if the third party or his/her insurer has paid directly to the

County the full amount to be reimbursed hereunder or a portion of such amount, the employee shall be released from the entire obligation or from such portion of the obligation paid to the County as the case may be.

SECTION 9. Failure of an employee to provide timely notice as required hereunder or to make timely reimbursement as herein required may subject the employee to disciplinary action. The County or the proper appointing authority on behalf of the County may include in any disciplinary action taken a requirement that the employee provide the required information and make the appropriate reimbursement within a reasonable time and that if the employee fails to do so he/she shall be dismissed from service.

SECTION 10. The County shall contribute the sum of four hundred dollars (\$400) per employee per year towards the cost of supplemental disability insurance. The County shall have the right to request an accounting of the insurance plan and the premium charges. Payments will be made to the Union by the County on behalf of each employee on a monthly during the first County voucher check run of each month basis beginning in January 2015. The County shall provide the annual schedule for the voucher check run to the Union.

### XIII. FUNERAL LEAVE

SECTION 1. In the event of a death in the employee's family, the employee shall be granted time off without loss of pay but in no event to exceed the number of consecutive working days noted below, from the date of death or funeral:

- (a) Seven (7) days in the case of a death of a spouse, domestic partner, civil union partner, child (including step and foster), mother, mother-in-law, father, father-in-law, or step-parent; and
- (b) Three (3) day in the case of a death of a brother, brother-in-law, sister, sister-in-law, step-siblings, grandfather, grandmother or grandchild.

SECTION 2. In the case of the death of a relative not specified in this Article, the County shall endeavor to permit the employee, subject to work conditions, to utilize a vacation day or a holiday in order to attend the services for such relative.

SECTION 3. All funeral leave time shall be used on a day-for-day basis.

#### XIV. PERSONAL LEAVE TIME

SECTION 1. All employees shall be credited one (1) Personal Leave day of January 1, to be utilized for purposes of attending to emergency or unplanned personal situations or matters, which use shall not be unreasonably denied by the County. Personal leave shall not accumulate beyond the year it is credited. For the purposes of this Article, the terms a "day" and a "working day" shall be defined as ten (10) hours.

## XV. MILITARY LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to all rights under Federal and State Statutes and/or Regulation pertaining to military service, which may include paid leave.

SECTION 2. No employee shall be required to utilize paid leave while on Military Leave or engaged in military service.

## XVI. LEAVE OF ABSENCE

SECTION 1. A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year after the probationary period. Said leave may not be arbitrarily or reasonably withheld.

SECTION 2. No employee shall be required to take a leave of absence without his/her written consent made in the presence of the FOP's authorized representative.

SECTION 3. During any unpaid leave of absence, an employee shall not accrue paid leave time or seniority, however no accumulated paid leave or seniority earned prior to the leave of absence will be forfeited, subject to the limitations enumerated within the contract.

SECTION 4. Employees receive full pay while serving on jury duty.

SECTION 5. During any approved unpaid leave of absence under this Article, employees shall be required to pay the full cost of health benefits at the applicable COBRA rates in effect at the time. This provision shall not apply to leaves granted in accordance with NJFLA or FMLA.

## XVII. SENIORITY

SECTION 1. The traditional principles of seniority shall apply to employees covered by the Agreement for purposes including but not limited to vacation selection, selection of dates for paid leave, and shift bidding.

SECTION 2. Seniority is defined as follows:

- (a) For employees hired by the County prior to the execution of this agreement, years of service in the Police and Fire Retirement System; and
- (b) For employees hired by the County after the execution of this Agreement, years of police service with the County.

SECTION 3. "Ties" in seniority shall be broken by arranging employees in alphabetical order first by referring to the first letter of the employees' last names, first names, and then middle names. In the event that a tie still exists, employees will be arranged in order of their birth month, and then birth day.

SECTION 4. Seniority shall not be forfeited under any circumstances, except under the following circumstances: A) Discharge; B) Resignation; C) Absence of five (5) days without leave and without notice of a justifiable reason.



SECTION 5. In addition to any other matter which the parties may negotiate separately, in the event of a layoff, employees shall be laid off in inverse seniority order as determined by the Civil Service Commission. Laid off employees shall be reinstated/recalled in accordance with the recall list promulgated by the Civil Service Commission.

SECTION 6. The County shall maintain a seniority list, which shall be updated on January 1 of each year, and shall be provided to the FOP immediately thereafter.

#### XVIII. FOP RIGHTS AND PRIVILEGES

SECTION 1. Representatives of the FOP may be permitted to transact FOP business on County property, provided that this does not unreasonably interfere with or interrupt normal County operations. The FOP shall have the right to visit the Police Chief and headquarters and other police facilities at all reasonable hours for FOP business.

SECTION 2. Representatives of the FOP shall be permitted to address employees during roll call, provided that this does not unreasonably interfere with the normal operations. The supervisor in charge of the roll call may set the time during roll call when the FOP representative will speak.

SECTION 3. Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the FOP within twenty-four (24) hours of their promulgation.

SECTION 4. The FOP may use the Department email, mail or message routing system and may use County mailboxes.

SECTION 5. Police recruits shall not be addressed by any other labor organization than the duly certified majority representative.

SECTION 6. The County shall grant administrative leave time to duly authorized FOP Board members for the purpose of attending to FOP matters as follows:

- a. FOP President                      Four (4) days per month
- b. FOP Board Members              One (1) day per month to attend FOP Board Meetings  
    (Excluding President,  
    VP, and Treasurer)

SECTION 7. Board members and duly authorized representatives of the FOP shall be granted administrative leave with pay in accordance with provisions of N.J.S.A. 11 A:6-10 for the purpose set forth therein.

SECTION 8. All requests for administrative leave shall be submitted in writing to the police chief for approval with a minimum of five (5) days notice when practical. Such requests shall not be unreasonably denied.

## XIX. EMPLOYEE RIGHTS

SECTION 1. It is agreed that nothing herein shall prohibit the County from discharging or otherwise disciplining any employee for good and just cause.

SECTION 2. Any disciplinary action taken by the County shall be appealable pursuant to the Grievance and Arbitration provisions of this Agreement, except where applicable law would prohibit same.

SECTION 3. The Department shall follow all applicable Attorney General Guidelines and Civil Service Commission rules and regulations regarding employee disciplinary investigations, and disciplinary charges, including, but not limited to, the "45 day Rule" enumerated in Title 11A.

## XX. INSURANCE, HEALTH AND WELFARE

### HEALTH BENEFITS

SECTION 1. Subject to the employee premium sharing schedule detailed below, the Employer shall provide the benefits through the New Jersey State Health Benefit Program or substantially similar plans for full-time employees for medical and prescription drug benefits. The Parties agree to be bound by the requirements and terms of the New Jersey State Health Benefits Program and the New Jersey State Health Benefits Commission.

### PREMIUM CONTRIBUTION

SECTION 1. The amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent shall be either 1.5 percent

of the employee's base salary or an amount equal to the applicable contribution in P.L. 2011 c. 78, whichever contribution amount is greater.

SECTION 2. Base salary shall be used to determine what an employee earns for the purposes of this provision and shall mean pensionable salary.

SECTION 3. As used in this section, "cost of coverage" means the premium or periodic charges for health care and prescription benefits, provided pursuant to N.J.S.A. 40A:10-16 et seq., or any other law, by the Camden County Police Department. If the Employer is required by law to provide dental, vision or other healthcare benefits not otherwise heretofore provided, the "cost of coverage" shall include the premium or periodic charges for those additional mandated benefits as well.

SECTION 4. "Healthcare plan" or "health benefits" mean the healthcare plans for medical and prescription drug benefits. If the Employer is required by law to provide dental, vision or other healthcare benefits not otherwise heretofore provided, the definition of "healthcare plan" or "health benefits" shall also include the additional mandated benefits.

SECTION 5. Employee contributions shall be made by way of withholding of the contribution from the employee's pay, salary, or other compensation. Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a calendar year, to the extent possible, in accordance with the Employer's customary payroll practices unless otherwise required by law.

SECTION 6. The amount payable by any employee receiving benefits under this Article shall not under any circumstance be less than 1.5 per cent of base salary.

SECTION 7. Upon completion of the four (4) year timeframe set forth in P.L. 2011 c. 78, the premium sharing rates shall remain in effect subject to collective negotiations of the parties.

#### CO-PAYMENTS

SECTION 1. Effective September 1, 2012, prescription co-payments shall be consistent with the rates set forth in the in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan.

SECTION 2. Employees shall be subject to all dollar co-payment requirements as set forth in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan.

#### DEPENDENT COVERAGE

SECTION 1. Coverage for dependents shall be included in all health and prescription plans for full-time employees.

SECTION 2. The Employer shall make dependent coverage in the County's Medical and Prescription Drug Plans available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the month in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

SECTION 3. Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any County Medical or Prescription Drug Plan may elect to enroll their dependent in "Dependent to age 31" coverage for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.

SECTION 4. "Civil union partners" and "domestic partners" under New Jersey law shall be considered as dependents eligible for insurance benefits.

#### RETIREE BENEFITS

SECTION 1. Negotiations unit employees who retire from the Camden County Police Department shall contribute toward the cost of health care benefits coverage for the employee in retirement and any eligible dependent. Such contributions shall be made through the withholding of the contribution from the monthly retirement allowance, and shall be determined in accordance with Section 39 of P.L. 2011, chapter 78, by using the percentage applicable to the range within which the annual retirement allowance, and any future cost of living adjustments thereto, fall.

SECTION 2. Any employee with 20 or more years of creditable service in one or more State administered retirement system as of June 28, 2011 and who subsequently retires with twenty-five (25) or more years of service with the Camden County Police Department and/or affiliated

Camden County organizations shall contribute 1.5 percent of the retiree's monthly retirement allowance, including any future cost of living adjustments.

SECTION 3. Any employee who retires with twenty-five (25) or more years of service with the Camden County Police Department and/or affiliated Camden County affiliated organizations and twenty-five (25) or more years of service credit in a state administered retirement system shall contribute 1.5 percent of the retiree's monthly pension allowance or the amount determined in accordance with Section 39 of P.L. 2011, chapter 78, including any future cost of living adjustments, whichever is greater.

SECTION 4. Employees retiring at age 62 or older, and who have at least fifteen (15) years of service with the Camden County Police Department and/or affiliated Camden County affiliated organizations (as defined in this Article), or twenty-five (25) or more years of service credit with the Camden County Police Department and/or affiliated Camden County organizations; or current employees retiring on an ordinary disability pension, shall receive health and prescription benefits subject to the following percentage of premium contributions:

<u>YEARS WITH THE EMPLOYER</u>	<u>PERCENT OF PREMIUM</u>
10 years through 14 years (for Ordinary Disability Retirement only)	30%
15 years up to 19 years	25%
20 years up to 24 years	15%
25 years or more	Amount determined in accordance with Section 39 of P.L. 2011, chapter 78 or 1.5% of salary in retirement.

SECTION 5. Prior years of employment with the Camden County Police Department and/or affiliated Camden County organizations shall count as "Years With the Employer" for the purpose of determining the appropriate premium contribution as set forth above. For employees referenced on Schedule A of this agreement, service time in PFRS shall be considered "years with the employer" for the purposes of retirement benefits.

SECTION 6. Retirees shall pay the identical medical and prescription co-payments, and deductibles paid by active employees in the same plan.

SECTION 7. Retirees 65 or older who are eligible for Medicare shall pay the percentage of premium contribution in accordance with the above and the amount of the health and prescription drug programs applicable to Medicare eligible retirees in which they are enrolled.

SECTION 8. In the event the County is no longer enrolled in the New Jersey State Health Benefits Plan, Retirees will be required to submit annual verification to the County of the amount of their monthly retirement allowance in a form and from a source acceptable to the County at the time of the County's annual open enrollment period for healthcare benefits. Failure to do so in any given year may subject the employee to a contribution payment of twenty-five (25%) per cent of the cost of coverage for the plans available to and selected by the employee for that year.

SECTION 9. The amount payable by a retiree under this subsection shall not under any circumstance be less than the 1.5 percent of the monthly retirement allowance, including any future cost of living adjustments thereto, that is provided for such a retiree, if applicable to that



retiree, under subsection b. of N.J.S.A. 40A:10-23. A retiree who pays the contribution required under this subsection shall not also be required to pay the contribution of 1.5 percent of the monthly retirement allowance under subsection b. of N.J.S.A. 40A:10-23.

SECTION 10. All retirees and eligible spouses of retirees, age sixty-five (65) or older, who are receiving benefits through the Camden County Police Department are required to enroll in Medicare Parts A & B within three months of becoming eligible for Medicare.

#### WAIVER OF COVERAGE

SECTION 1. Eligible employees covered by this agreement may choose, in writing, to waive insurance coverage. Participation in this program is voluntary and is intended for those eligible employees who are covered by health insurance through another source. Employees who hold elective office and are receiving health insurance benefits as a result of their elected office and employees who are receiving health insurance benefits as a result of their retirement or the retirement of their spouse or domestic/civil union partner from another public entity in New Jersey are not eligible for opt out. Waiver as described in this section shall be subject to the rules of the New Jersey State Health Benefit Plan where applicable.

SECTION 2. If two employees are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage from Camden County or any other New Jersey State Health Benefits Plan, the other may not participate. Additionally, in the event that the County is no longer in the New Jersey State Health Benefits Plan, then the limitations set

forth herein shall apply to married, or domestic partners/civil union partners from the following related or affiliated agencies:

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

SECTION 3. If two employees are married or qualify as domestic partners/civil union partners, they may be covered individually as an employee or as a dependent under his or her spouse's/partner's New Jersey State Health Benefits Plan or County plan, as set forth in Section 2, but not both. Dependent children must be covered under one plan only.

SECTION 4. If an employee chooses to participate and drops coverage, the employee shall receive a monetary incentive as outlined below. Waiver payments shall not be available to employees that have an opportunity for alternate coverage through another New Jersey State Health Benefits Plan member.

An employee shall receive an incentive which shall not exceed twenty-five (25%) per cent of the amount saved by the employer because of the waiver or \$5,000 annually, whichever is less, in accordance with State law.

SECTION 5. Eligible employees who waive coverage must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible employee chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the employee and his/her dependents may enroll in any of the available plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to waive either medical coverage or prescription coverage or both, subject to the limitations of the New Jersey State Health Benefits Plan where applicable

SECTION 6. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

SECTION 7. The waiver of coverage shall be available to all new benefit-eligible employees on their benefit effective date and shall be available to all eligible current and prospective retirees under the same terms and conditions applicable to active employees. Subject to the limitations set forth in Section 4.

SECTION 8. The incentive shall begin to be paid to the eligible employee no later than one month after the effective date of the option.

SECTION 9. In order to enroll in a waiver of coverage, an employee must complete the enrollment form and provide proof of dependent status and current health insurance coverage within the appropriate timeframe as required by the plan.

SECTION 10. Annual re-enrollment is required.

SECTION 11. Employees on non-paid leaves do not receive Opt Out payments.

MISCELLANEOUS

SECTION 1. The County will provide each employee with short-term disability coverage provided by the State of New Jersey.

SECTION 2. Employees shall be responsible for extra costs incurred by the County if there is a change in an employee's life status (divorce, death of spouse, etc.) which would affect his or her health and prescription benefits and the employee does not report it to the County Insurance Division within 60 days of the event.

SECTION 3. The County shall continue to maintain a Section 125 Plan which will permit the payment of certain employee contributions in pre-tax dollars. Pre-tax payroll deductions shall be made equally over 24 pay periods of each calendar year in accordance with the Employer's customary payroll practices unless otherwise required by law.

SECTION 4. Dental benefits will be provided under the "Kernan Plan" or Delta Dental "Plan I" subject to the premium co-pays required by each plan where applicable.

## XXI. CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE

SECTION 1. Any uniforms destroyed by an employee while working within the scope of employment are to be replaced by the County within fifteen (15) days after being notified of such destruction and requested replacement. However, the foregoing language shall not apply in the event it has been determined by the County that the uniform was destroyed through the negligence of the employee. In that event, the employee will be required to pay for the cost of replacement of the destroyed uniform.

SECTION 2. The County shall provide each officer with a one-time voucher of \$1500.00 to be used for the purchase of the Department mandated uniform.

SECTION 3. Each officer shall be provided with an annual uniform maintenance and replacement allowance of \$500.00.

## XXII. PERSONNEL RECORDS

SECTION 1. An employee shall have the right to inspect and review any personnel file(s), including but not limited to the employee's official personnel record, relating to his/her performance as an employee which may be kept or maintained by the County. The County shall provide an opportunity for the employee to respond in writing to any matter with which she/he disagrees. Such responses shall become a permanent part of the employee's personnel file(s). The employee shall be responsible for providing the written responses to be included as part of the employee/member's record.

SECTION 2. Employees shall be notified in writing when anything other than matters of a routine nature is placed in her/his personnel file(s). In this regard, a copy of any disciplinary action or material related to job performance which is placed in an employee's personnel file(s) shall be provided to the employee at the same time that it's placed therein.

SECTION 3. Written reprimands more than eighteen (18) months old may be retained by the County in an employee's record, but shall not be considered for purposes of promotion, transfer, special assignments or disciplinary actions provided that the employee has no further disciplinary infractions during that time.

### **XXIII. BULLETIN BOARDS**

SECTION 1. The County shall provide space for the posting notices relating to matters and official business of the FOP on bulletin boards within the Police Department. These bulletin boards shall be placed in locations that are clearly visible to all employees.

### **XXIV. RETIREMENT**

SECTION 1. Employees shall retain all pension rights as police officers under the laws of New Jersey.

SECTION 2. Employees retiring in either regular or disability pension shall be paid accumulated holiday and vacation as referenced in this agreement; said payments' computes at

the rate of pay based upon the annual compensation due and owing during the last year of his/her employment prior to the effective date of his/her retirement.

SECTION 3. Employees intending to retire on either age and service or disability pension shall accordingly notify the Chief of the Department sixty (60) days prior to the date at which said retirement is to become effective.

SECTION 4. The County shall supply appropriate identification cards to retired employees upon retirement.

SECTION 5. All holiday and vacation days are to be used on a day-to-day basis, however, upon retirement or other termination of employment from the County the employee shall only receive eight (8) hours for each holiday or vacation day accumulated subject to the other limitations of the Collective Bargaining Agreement.

SECTION 6. Upon the death of an employee, all payments due will be paid to the estate of the employee. These shall be calculated as if the employee retired.

## XXV. NON-DISCRIMINATION

SECTION 1. The County and the FOP agree not to discriminate against any individual with respect to hiring, promotion, compensation, terms and conditions of employment, because of the individual's race, color, religion, national origin, sex, handicap, disability, ethnicity, bi-lingual ability, sexual orientation, marital status, age, political beliefs or union activities.

## XXVI. FULLY BARGAINED AGREEMENT

SECTION 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiated with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, executed by both parties.



XXVII. TERM AND RENEWAL

SECTION 1. This agreement shall be in full force and effect as of January 1, 2014 and shall continue in effect to and including December 31, 2016.

IN WITNESS WHEREOF, the parties have hereunto set with their hands and seals at Camden, New Jersey on the 16<sup>th</sup> day of April, 2015.

FRATERNAL ORDER OF POLICE  
LODGE NO. 218

CAMDEN COUNTY

[Signature] - <sup>1st</sup> Vice-President

[Signature]

[Signature] - Trustee/Contract

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[Signature] - <sup>custodian</sup> Secretary

Wm. Wiley President