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Camden

AGREEMENT BETWEEN

THE CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

P.B.A. LOCAL 208
1977

PREAMBLE

This Agreement entered into by the Camden County Board of Chosen Freeholders and P.B.A. Local 208, representing Court Attendants, and Supervisor's of Court Attendants, has as its purpose the promotion of harmonious relations between the Board and P.B.A. Local 208; 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.

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ARTICLE 1

RECOGNITION:

1. The Board of Chosen Freeholders, hereinafter called the Employer, recognizes P.B.A. Local 208, hereinafter called the Union, as being the Sole bargaining agent for Court Attendants and Supervisors of Court Attendants; for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees listed herein; and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Laws of 1968, Chapter 303.

CHECK OFF

ARTICLE 11

1. The Board of Chosen Freeholders agrees to deduct monthly, the Union's monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Board by the Financial Secretary of the Union together with a list of names of all employees for whom the deductions are to be made. The aggregate deductions of all employees shall be remitted to the Financial Secretary of the Union with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. The revocation of this authorization shall be in writing in duplicate, one to be sent to Local 208 and one copy to the Treasurer of Camden County and further, in accordance with the provisions of applicable statutes as presently existing or as may be amended.

ARTICLE 111

WORK SCHEDULES:

1. The regularly scheduled work week shall consist of five(5) consecutive days, Monday through Friday inclusive.
2. The regular time of the work shift will be from 8:30am to 4:30pm; exclusive of one (1) hr. for lunch, so as to coincide with the hours of the courts. These hours will not be changed by the employer without reasonable notice to the affected employees and without first having discussed such changes and the need for same with the Union.
3. It is specifically understood by and between the parties that this Agreement will not be binding upon the administrative offices of the courts of the State of New Jersey in the event that that agency should choose to alter the shift scheduling of all personnel throughout the State.

ARTICLE IV

OVERTIME:

1. Overtime refers to any time worked beyond the regular seven (7) hours of duty as prescribed in article III, and is granted only when an employee is ordered to work by a supervisor; recognizing that courts must be staffed if presiding Judge continues operations after 4:30, or thru lunch-hour, or before starting time of 8:30 am.
2. Employees on a daily, hourly or seasonal basis are not eligible.
3. Time and one half the employee's regular rate of pay shall be paid for work under any of the following conditions:
 - (a) All work performed in excess of the employee's regular hours of duty in any one day.
 - (b) All work performed in excess of the employee's regular hours of duty in any one week except that hours for which time and one half or double time is paid shall not be included in the base weekly hours.
 - (c) All work performed on Saturday, as such.
4. Double time the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:
 - (a) For Sundays, when so directed by a superior.
 - (b) For holidays, in addition to the Holiday pay, when so directed by a superior.
 - (c) In no event will employees be paid less than double time for having worked, consecutively in excess of two regular shifts.
5. Employees shall have the option of taking compensatory time in lieu of cash payment for overtime. If an employee chooses compensatory time, the amount of such time will be computed on the same basis, as set forth above.
6. Compensatory time that has been accumulated shall be paid in cash in any pay period worked, if requested in advance by the employee or quarterly if requested in advance by the employee.

ARTICLE V

CALL IN TIME:

1. Any employee who is requested and returns to work during periods of time other than their regularly scheduled shift shall be paid time and one-half for such work 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 his regular shift overlap, he shall be paid time and one-half for that period worked prior to the regular shift. Thereafter, for the balance of his regular work shift, he shall be paid at the appropriate rate.

2. This provision has no applicability to employees covered by this Agreement who are called in by appropriate court personnel to work during court-declared recesses as defined in Article XII (Holidays), Section 6.

ARTICLE VI

RATES OF PAY:

1. The pay scales for all employees covered by this agreement shall be as set forth below. New or additional employees hired during the term of this contract shall be governed by the same pay scales.

COURT ATTENDANTS (7 Hour day)

The 1977 hourly rate for Court Attendant is \$5.8575

The 1977 yearly rate for Court Attendant is \$10,660.65

SUPERVISOR OF COURT ATTENDANTS: (8 Hour day) TO BE EFFECTIVE JUNE 6, 1977

The 1977 hourly rate for Supervisor is \$6.8971

The 1977 yearly rate for Supervisor is \$14,345.96

2. Rates of compensation listed above are fixed on the basis of full time service in a full time position. If any position is, by action of the Employer, established on a part time basis, the rate of compensation for that position shall be proportionately reduced, unless otherwise stated.
3. Wages authorized under this agreement shall be exclusive of any longevity pay, authorized pursuant to statute.
4. When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by the old title) from one class or title to another having a higher salary, then the salary shall be adjusted to receive the appropriate rate of the new position.
5. Employees who perform work in a higher paid classification than their own shall be certified for such work after performing it for three(3) consecutive weeks during which more than fifty(50) percent of the time was spent on the higher paid job. Employees undergoing on-the-job training will not be considered as performing work in a higher paid classification, however, such training will not exceed 12 consecutive weeks. Employees undergoing on-the-job training will be paid at the rate of their own classification.
6. An employee shall be paid at the rate of pay for their own classification when performing work of a lower paid classification.
7. Employer agrees not to use temporary Court Attendants when there is an active Civil Service list available, except when awaiting promulgation of said list.

ARTICLE VII

INSURANCE:

1. There shall be no change in the Group Hospital Plan presently maintained and paid for by the employer on behalf of the Employees, except in the case of a new plan that is equivalent or better. If any better coverage is provided members of any other labor organization with whom the County has an agreement, said coverage will also be provided to employees covered by this agreement.
2. The employer will pay Health insurance premiums, as a supplement to Medicare, for employees who retire after twenty five(25) years or more service or employee retires on disability, with the County of Camden.
3. When Employees or their spouses reach age 65 and have their Hospital Plan supplemented by medicare, the Employer will reimburse the Employee for the premium cost of the Medicare Plan.
4. The County will pay for any damages to glasses or any dental bills incurred by employees in the performance of their duties.
5. If any Dental plan or Prescription program, is provided members of any other labor organization with whom the County has an agreement, said coverage will also be provided to employees covered by this agreement.

ARTICLE VIII

SICK LEAVE WITH PAY:

Section 1. Permanent employees in the County service shall be entitled to the following sick leave of absence with pay;

(a) One working day sick leave with pay, for each month of service from the date of permanent appointment up to and including December 31st. next following such date of appointment, and fifteen days sick leave with pay for each calendar year thereafter. Part-time Permanent employees shall be entitled to sick leave on a pro-rata basis. If any employee requires more or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave will not be advanced. Sick leave for purposes herein, is defined to mean 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, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of the employee.

(b) If any employee is absent for three(3) consecutive working days, for any of the reasons set forth in the above rule, the Board of Freeholders shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent shall be stated on the Doctor's Certificate.

(c) At the discretion of the Department Head, he may at any time require the employees seeking sick leave to submit medical evidence acceptable to the Department Head. If sick leave is not approved, the time involved, during which the employee was absent shall be charged to his vacation credit, if any, otherwise he will suffer a loss of pay for such time.

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ARTICLE VIII CON'T

(d) 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 hour of the beginning hour. Failure to do so may result in the loss of pay for the period of absence.

(e) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the Local Health Department.

(f) The total years of service after permanent appointment of each such employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available, and shall be granted and governed in accordance with prevailing Civil Service Regulations during this agreement.

(g) Temporary Employees service shall be entitled to the following sick leave with pay;

(a) One working day's sick leave with pay for each month served per annum during temporary full time employment.

(b) Employees on a daily, hourly, or seasonal basis are not eligible.

(h) If any employee is unable to work because of a medical condition incurred in the performance of his or her duties, he or she will be entitled to Injury Leave with full pay from the day the injury or medical condition causes the disability for a period of four(4) months. Provided that the examining Physician appointed by the Governing body shall certify such injury or disability. Such leave shall not be arbitrarily or unreasonably withheld.

(i) Any employee on leave, resulting from injury on duty, shall continue to accrue sick leave and vacation credits while employee remains on a paying status.

(j) One half($\frac{1}{2}$) of unused sick time shall be paid in cash, if desired, to employees who retire at age 60 years or older, and have twenty-five(25) or more years of service with the County, not to exceed \$12,000.00.

ARTICLE 1X

LEAVE OF ABSENCE:

1. Leaves of Absence for employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise set forth herein. Vacation leave will not be advanced.
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 is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such duty is not to exceed two weeks.
3. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve herein with the Armed Forces of this State in time of war or emergency or pursuant to or in connection with the operation of any system of selective service. Employees having only temporary status who enter on active duty with Armed Forces of The United States shall be regarded as having resigned.
4. Emergency and Special Leave: An employee shall be given time off without loss of pay when:
 - (a) Performing Jury Service
 - (b) Commanded to appear as a witness and not a party before a court, legislative committee or judicial or quasi-judicial body.
 - (c) Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President.
5. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with not loss of seniority, or other employees rights, privileges or benefits.
6. LEAVE OF ABSENCE WITH PAY: A leave of absence with pay, up to three(3) days, shall be granted to employees desiring such leave because of a death in the immediate family as herein defined:
 - (a) Mother and Father
 - (B) Mother and Father-In-Law
 - (c) Brother or Sister
 - (d) Spouse
 - (e) Children of Employee
 - (f) Foster Children
 - (e) Grandmother and Grandfather

ARTICLE 1X

LEAVE OF ABSENCE: con't.

7. An official of PBA Local 208, relative to employment will be granted time off without loss of pay to perform any official duties of said union not limited to the Area of Camden County, as long as such is not excessive or abusive.

8. Maternity Leave Request for such leave will be made in writing no later than the third month. Except for reason of health or inability to perform her job, The pregnant employee shall be permitted to work providing the attending physician approved and so advises in writing. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and two months after the actual date of birth. Additional time beyond the two month period shall be granted upon presentation of a doctor's certificate setting forth the necessity therefor.

FRINGE BENEFITS

ARTICLE X

1. An automobile allowance of 15 cents per mile will be paid to employees who must use their personnel car on official County business. Said allowance will be paid upon receipt of a properly executed voucher.
2. Court Attendants will receive a uniform issue from the Sheriff's Department as jointly decided by PBA Local 208 and the Sheriff. Such issue shall be specifically prescribed.
3. All permanent employees shall receive the sum of \$125.00 annually on or about December 1, each year for the maintenance of uniforms, pro rated, In addition employees are obligated to maintain their uniforms in a reasonable condition, as determined by the Sheriff or his representative.
4. It will be the obligation of the County to provide counsel, at no cost to the employee, in all situations involving litigation emanating from or arising out of the performance by any employee of his or her duties.

ARTICLE XI

SENIORITY:

1. Service is defined as total length of service with the County of Camden, regarding pension plan, vacation and other County Benefits.
 - (a) Seniority in the sheriff's dept., is determined by the date of hiring as a permanent employee, as recognized by Civil Service Certification in the position of Court Attendant.
2. An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the employer.
3. If a question arises concerning two or more employees who were hired on the same date following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll record, first name first preference etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.
4. The employer shall maintain an accurate, up-to-date-seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.
5. Except where New Jersey Civil Service statutes require otherwise, in all cases of promotions, demotions, layoff, recall, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.

ARTICLE XII

HOLIDAYS:

1. The following National Holidays are recognized as paid holidays when celebrated as holidays-New Years Day; Washington's Birthday; Lincoln's Birthday; Good Friday; Memorial Day; 4th of July; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Christmas Day; General Election Day; and the birthday of the Employee or a practical day near the same.
2. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.
3. It is understood that there shall be one (1) day of celebration in the event the holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration. This shall apply to Lincoln's or Washington's Birthday.
4. Holidays which fall on Saturday shall be celebrated on the preceeding 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, those who are required to work on such holiday shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other Representative Associations or Unions.
6. Designated Court Recesses will be given off to Court Attendants without charge to vacation, sick or compensatory time. However, a sufficient number of Court Attendants shall remain on duty to meet the staffing requirements of the court system. Also, Court Attendants will remain on call and must return to work if required by the courts without any additional compensation. Assignments will commence with the employee(s) with the least amount of seniority and continue on a seniority basis until every Court Attendant has served their turn.

ARTICLE XIII

LONGEVITY PAY:

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

5 years of service	-	2% of annual pay
7 years of service	-	3% of annual pay
10 years of service	-	4% of annual pay
15 years of service	-	5% of annual pay
20 years of service	-	6% of annual pay

The employee must be in a paying status as of July 1st. of the year longevity is to be paid and subsequently leaves the County by virtue of retirement or in good standing to qualify for payment. In computing longevity pay the effective date shall be December 1st. If an employee leaves the County service after July 1st. but prior to December 1st., longevity will be based on their length of service as of December 1st. of the current year, pro-rated. If the employee leaves prior to July 1st., no longevity shall be paid.

ARTICLE XIV

VACATIONS:

1. Permanent employees in the County service shall be entitled to the following annual vacation with pay:

(a) Up to one year service, one working day's vacation for each month of service; after one year and up to ten years of service, twelve working days vacation; after ten years and up to twenty years of service, fifteen working days vacation, after twenty years of service twenty working days vacation.

(b) Where in any calendar year the vacation or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding calendar year.

2. Temporary employees in the County service shall be entitled to the following annual vacation with pay:

(a) One working day vacation for each month served per annum during such temporary full time employment.

(b) Employees on a daily or hourly basis are not eligible.

ARTICLE XV

STRIKES AND LOCKOUTS:

1. In addition to any other restriction under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, provided the employer follows the Grievance Procedure for which provision is made herein and the Employer shall not cause any lockout.
2. If either of the parties or if any person violates this section then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County Court of Camden County or the Superior Court Law Division, Camden County.

ARTICLE XVI

SAFETY AND HEALTH:

1. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tool or devices reasonably necessary in order to insure their safety and health.
2. The employer and the Union shall designate a safety committee member for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities, where employees covered by this Agreement perform duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for periods not to exceed three(3) hours per week, unless additional time is authorized by the Superintendent, or the Employer.

ARTICLE XVII

GRIEVANCE PROCEDURE:

1. Any grievance or dispute that might arise between the parties in reference to the application of or the meaning, or the interpretation of the Agreement shall be settled in the following manner;

STEP 1: The aggrieved employee, Grievance Committee or the Representative, at the request of the employee, shall take up the grievance or dispute with the Department Head within thirty (30) working days of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance. The Department head shall respond to the employee, Grievance Committee or Representative in writing within thirty (30) working days.

STEP 2: If the grievance still remains unadjusted, it shall be presented by the Representative, Grievance Committee or employee, to the Labor Relations Committee in writing within seven (7) working days after the response from the Department Head was due. The Committee shall respond, in writing to the Employee, Representative, or Grievance Committee within five (5) working days after the next regularly scheduled Freeholder meeting. If the grievance remains unsettled, the Representative, may elect to pursue further steps on one hand, described by Step 3 and 4, or on the other hand by Step 5.

STEP 3: If the grievance remains unsettled, the Representative may within fifteen (15) days after the reply of the Committee is due, by written notice to the Director, Board of Chosen Freeholders, request arbitration, the cost of which shall be borne equally by both parties. A request for arbitration shall be made no later than such fifteen (15) days period and a failure to file within said time period shall constitute a bar to such arbitration unless the Representative and the Committee shall mutually agree upon a longer time period within which to adjust such a demand.

STEP 4: With regard to subject matters not involving the expenditure of funds, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Committee and the Representative, within seven (7) days after notice has been given, If the parties fail to agree upon an arbitrator, the State mediation Service shall be requested by either or both parties to provide a panel of five arbitrators. Both the Committee and the Representative shall have strike two names from the panel. The Representative shall strike the first name; the Committee shall then strike another name, etc. and the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by this Agreement. The findings of the arbitrator shall be binding on both parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

ARTICLE XVII CON'T.

STEP 5: If the grievance remains unsettled, the Representative may within fifteen (15) days after the reply of the Committee is due with notice to the Director, Board of Chosen Freeholder, take those further steps permitted pursuant to rules and regulations established by the Public Employment Commission under the provisions of Chapter 303, Laws of 1968.

2. The representative will notify the Committee in writing of the name of the employee who is designated by the Representative to represent employees under the grievance procedure. The employee so designated by the Representative will be permitted to confer with other representatives, employees, and with the Committee representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of three(3) hours per week in any calendar week.
3. Agents of the Union, who are employees of the County of Camden, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters.
4. Delegates of the Union will be permitted to attend P.B.A. meetings and conventions, without loss of pay, subject to the needs and requirements of the courts, in accordance with R.S. 38:23-2. Reasonable notice must be given to the Employer.

ARTICLE XVIII

GENERAL PROVISIONS:

1. The Employer agrees that there shall be no discrimination of favoritism shown for reason of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.
2. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.
3. Should any portion of this Agreement be held unlawful or unenforceable by any court or competent jurisdiction, such decision of the court or authority shall apply only to the specific portion of the Agreement affected by such decision.
4. It is agreed that the Board of Chosen Freeholders and the Union may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern. Such meetings shall be initiated by written request of either party, with 7 days advance notice, reflecting the precise agenda.
5. The jurisdiction and authority of the Board of Chosen Freeholders over matters not covered by this Agreement are expressly reserved by the Board.

TERMINATION

1. This Agreement shall be effective as of ~~the 1st. day of January, 1977~~ and shall remain in full force and effect until ~~the 31st. day of December, 1977.~~
2. The Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the anniversary that it desired to modify the Agreement. If such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
3. In the event either party wishes to terminate the Agreement, written notice must be given to the other party not less than 30 days prior to the desired termination date which shall not be before the anniversary date set forth above.
4. Any change, modifications, or amendments to any one part of this Agreement shall not cause revisions to any other part, unless expressly stated, and this Agreement will continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished or modified without the express written approval of both parties.

ATTEST:

Edith M. Moos

CAMDEN COUNTY BOARD OF FREEHOLDERS:

by Arnold L. Kene

ATTEST:

Frank J. Spillane Jr.

P.B.A. LOCAL 208

by Reginald J. Hatch
President