

**AGREEMENT**  
**BETWEEN**  
**CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS**  
**AND**  
**CAMDEN COUNTY SUPERVISORY UNIT**  
**OF**  
**CAMDEN COUNTY COUNCIL #10**  
**JANUARY 1, 2008 TO DECEMBER 31, 2012**

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## PREAMBLE

This Agreement entered into this 15<sup>th</sup> day of December 2009, by and between the Camden County Board of Chosen Freeholders hereinafter called the "County", and the Camden County Supervisory Unit of Camden County Council No. 10, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the County and the Union.

## ARTICLE I RECOGNITION

- A. The Board of Chosen Freeholders recognizes Camden County Supervisory Unit of Camden County Council No. 10 as being the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed and attached hereto and by reference made a part of this agreement, and for such additional classifications as the parties may later agree in writing to include.
- B. The County shall notify the Union in writing prior to the creation of new titles, of new classifications of employees or the filling of existing positions.

## ARTICLE II CHECK-OFF

- A. The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Treasurer of the Union during the month following the filing of such card with the County.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.



D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish to the County either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letter head of the Union and signed by the President of the Union or Local Representative advising of such changed deduction.

E. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Treasurer.

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

G. The Union and/or Council #10 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 or in reliance upon information furnished by the Union or official notification on the letter head of the Union and signed by the President of the Union or Local Representative.

## **ARTICLE IIA** **AGENCY SHOP**

A. The County agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

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D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.

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

F. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Union shall indemnify, defend, and save the 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 Union to the County, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

### **ARTICLE III** **WORK SCHEDULES**

A. The regularly scheduled work week shall consist of thirty (30) through forty-two and one-half (42 ½) hours per week as noted elsewhere in this Agreement. A modified work schedule shall be available to all employees as mutually agreed to by the affected employee, the employer, and the Union.

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

C. All employees covered by the Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week.



D. When more than one work shift per day within a given classification exists, employees will be given preference of shifts in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year to exercise his or her preference of shift over a less senior employee. Such preference may be exercised only once within any twelve month period, and may not result in a less senior employee incurring a shift change more than once within any 12 month period.

E. Employees who receive an unpaid lunch may elect to have either a one hour or a one-half hour lunch period. Such election shall be made no later than December 1 for the upcoming year and shall remain in effect for a minimum of one year. The employer, the employee, and the Union must all agree before any change is effective.

#### **ARTICLE IV** **RATES OF PAY**

A. The pay scales for all employees covered by this Agreement shall be set forth in the attached schedules. Employees covered by this Agreement will receive the following pay increases:

2008 - 3.5% effective first pay period

2009 - No increase

2010 - 2.8% effective first pay period

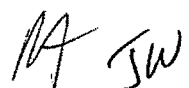
2011 - 2.8% effective first pay period

2012 - 2.8% effective first pay period

B. New or additional employees hired during the term of this Agreement shall be governed by the attached pay scales.

C. The established salaries are fixed on the basis of full-time positions. If the Board of Chosen Freeholders establishes any position on a part-time basis, or the Board approves the incumbent of any full-time position for part-time service only, the rate of pay for the position shall be proportionately reduced, unless otherwise stated.

D. An employee who performs work in a higher paid classification than his own shall be temporarily assigned and paid for such work after performing said work for two consecutive weeks, or for more than three separate five consecutive day periods during a calendar year, spending at least fifty (50%) percent of his time on the higher paid job. Any employee shall be paid at the rate of his own classification when performing work in a lower paid classification.

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E. 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 his old title) from one class of title to another having a higher salary, then his salary shall be adjusted to receive the highest rate of any employee holding that title to which the promoted or reclassified employee is raised. In no event shall such employee's salary be less than that which he received in his prior title.

F. Employees covered by this contract shall receive the annual salary in the attached schedule.

G. All titles which are designated "bilingual" shall be paid a minimum of \$500 more per year than the rate for that title without the bilingual designation. Where a bilingual title exists but is vacant, and the salary for that title is more than \$500 higher than that of the same title without the bilingual designation, the salary for the bilingual title shall be reduced to establish the \$500 differential.

H. All employees in Public Works covered by this Agreement who earn and maintain a CDL license but who are not required by law to possess such license as a result of their regular job assignment, shall be paid an additional thirty-one (\$.31) cents per hour for all hours worked. All employees in Public Works covered by this agreement who hold CDL licenses shall be paid an additional ten (\$.10) cents per hour for each endorsement they earn so long as the endorsement is related to a job function performed by Public Works.

I. Effective the date of the signing of this Agreement, employees who are on call during non-scheduled work hours shall receive \$.50 per hour for such on-call time.

J. Employees performing HazMat response duties shall receive an additional two thousand dollars (\$2,000) added to the base salary for their title.

#### **ARTICLE V** **DIFFERENTIAL PAY**

A. 1. Employees assigned to the 2nd shift will be compensated at an additional rate of 10% of the hourly rate.

2. Employees assigned to the 3rd shift shall be compensated at an additional rate of 8% of the hourly rate.





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

4. The intent of this section is that the individuals who actually work the evening/night shift shall receive the differential pay.

**ARTICLE VI  
INSURANCE**

A. All employees will have the choice of enrolling in the Preferred Provider Organization (PPO) plan, or in the HMO/POS plan (See attached Appendix A for the PPO Plan and Appendix B for the HMO/POS Plan). Effective January 1, 2010, the Traditional/Indemnity plan will not be an option. The County agrees that in the event that a dependent or a retiree resides for at least more than one month of the year in a location outside of the states of New Jersey, Delaware and the following 5 counties in Pennsylvania (Philadelphia, Chester, Bucks, Delaware and Montgomery), the County will enroll the dependent or retiree in the PPO plan with National Access to local providers in their residing area.

**Prescription Plan**

B. Effective January 1, 2010, the prescription co-pays shall be as follows:

**RETAIL PHARMACY (1-MONTH SUPPLY)**

Salary	Generic	Brand	Brand Non-Formulary
Under \$30,000	\$6	\$11	\$26
\$30,000 - \$50,000	\$6	\$13	\$28
\$50,000 - \$70,000	\$6	\$15	\$30
Over \$70,000	\$6	\$17	\$32

**MAIL ORDER PHARMACY (3-MONTH SUPPLY)**

Salary	Generic	Brand	Brand Non-Formulary
Under \$30,000	\$11	\$16	\$31
\$30,000 - \$50,000	\$11	\$18	\$33

\$50,000 - \$70,000	\$11	\$20	\$35
Over \$70,000	\$11	\$22	\$37

Employees and their dependents are encouraged to use generic prescription drugs. If a drug is on the formulary list and the doctor does not specify that only a brand name may be used, the pharmacist will substitute the generic equivalent, if available. If the doctor specifies "dispense as written", the pharmacist must dispense whatever is specified. If the participant, however, specifically requests a brand name, the participant shall pay the difference in price between the generic and non-generic prescription drug in addition to the co-pay.

**Provision for Premium Contribution**

C. Effective January 1, 2010, all employees currently employed by Camden County and those hired after the signing of the collective bargaining agreement between the parties, shall pay either 7% (HMO/POS) or 9% (PPO) of their health benefits and 8% for their prescription coverage through payroll deduction according to the attached schedule (Appendix C). These payments shall be made on a pre-tax basis pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the County's regular payroll practices, over 24 pay periods. Employees opting out of health and/or prescription coverage shall not be subject to these premium contributions.

**Provisions for Retirement**

D. Current employees retiring with twenty-five (25) or more years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system retiring prior to December 31, 2012 (last day of active service), and employees retiring on an accidental disability pension, shall continue to receive fully paid health and prescription benefits. Throughout retirement, these employees will continue to pay the same medical and prescription co-payments, deductibles and co-insurance that they paid as active employees at the time of their retirement.

Current employees retiring at age 62 or older with at least fifteen (15) years of service with Camden County and /or affiliated organizations; or retiring with at least fifteen (15) years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system; or retiring on an ordinary disability pension, shall continue to receive health and prescription benefits subject to the following co-pays:

**YEARS WITH THE COUNTY**

**PERCENT OF PREMIUM**

10 years through 14 years (for disability retirement only)	30%
Under 15 years	Cobra coverage only
15 years up to 19 years	25%
20 years up to 24 years	15%
25 years or more	0% (if retired prior to 12/31/2012)

Employees who retire after December 31, 2012 (other than those retiring on an accidental disability pension), with twenty-five (25) or more years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system, shall contribute one-half (½) of the percentage of premium contribution paid by active employees as well as the identical medical and prescription co-payments, deductibles and co-insurance paid by active employees. 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 to which they are enrolled.

Employees who are hired after the signing of this agreement must be at least 55 years of age at time of retirement, with the years of service outlined above for current employees to be eligible for retiree medical benefits.

Prior years of employment with Camden County and/or affiliated organizations shall count as "Years With The County" for the purpose of determining the appropriate co-pay as set forth above.

Any retiree turning age sixty-five (65) who is receiving health benefits from the County through an HMO must enroll in the Medicare HMO plan, if available, no later than three (3) months after turning age sixty-five (65), and remain enrolled so long as the Medicare plan is equal to or better than the HMO being offered. Retirees may change their health care plan during the annual open enrollment period or if they relocate to an area which is not served by their current plan.

**Provisions for Opt-Out**

E. Any employee covered by the agreement may choose, in writing 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 another source.

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 County Agency listed below, the other may not participate in the opt-out program.

- 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

Participation in the opt-out program means being paid the amounts listed below in lieu of insurance coverage.

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 County plan, but not both. Dependent children must be covered under one plan only.

If the spouse's/partner's benefits are terminated (not voluntarily dropped), the employee and his/her dependants may enroll in any of the available Plans. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time unless there is a change of life event. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to opt out of either medical coverage or prescription coverage or both.

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

If an employee chooses to participate in this program and drops employee and/or dependent coverage, the employee shall receive a monetary incentive as outlined below. The opt-out monthly amounts will be as follows:

Change in Coverage Level	Medical Opt-Out Amount	RX Opt-Out Amount
From Family to No Coverage	\$415.83	\$174.33
From Family to Single Coverage	\$272.68	\$114.04
From Family to Parent/Child Coverage	\$173.70	\$71.71



From Family to Husband/Wife Coverage	\$107.89	\$60.29
From Parent/Child to Single Coverage	\$98.98	\$42.34
From Parent/Child to No Coverage	\$242.13	\$102.63
From Husband/Wife to Single Coverage	\$164.79	\$114.04
From Husband/Wife to No Coverage	\$307.94	\$174.33
From Single to No Coverage	\$143.16	\$60.29

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

The optional health benefits program shall be available to all new benefit-eligible employees on their benefit effective date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.

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

In order to enroll in the Opt Out Program, an employee must complete the enrollment form and provide proof of dependant status and current health insurance coverage.

Annual re-enrollment is required.

### **Provisions for Medical Co-Payments**

F. Effective January 1, 2010, all participants in the HMO/POS or the PPO plan shall be subject to a twenty dollar (\$20.00) co-pay for all visits to a primary care physician, a twenty-five dollar (\$25.00) co-pay for all specialist visits, and a two hundred dollar (\$200) hospitalization co-pay for any inpatient hospital admissions according to the attached schedule of benefits (Appendix A & B).

### **Other Insurance Provisions**

G. The County will provide each employee with disability insurance coverage provided by the State of New Jersey.

H. Employees will be responsible for any extra costs incurred by the County, if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the

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Insurance Division within 30 days of the event.

I. The County will continue to offer coverage in all plans for dependents up to the end of the year in which they turn age 19; if the dependent is a registered full-time student enrolled at an accredited institution, the dependent will be covered until the end of the month in which they turn age 23 for the HMO plan. PPO and Prescription Drug plans cover dependants up to end of year age 23 and regardless of student status. Subject to New Jersey statutory regulations (Chapter 375) and requirements, employees who are enrolled through any County medical or prescription plan may voluntarily opt to enroll their dependent in the ("Dependent to age 31") coverage for an additional premium which is billed directly to the employee by the insurance carrier. Dependents that are permanently disabled will remain covered during the life of the employee.

J. The County shall provide as a covered benefit (1) mammograms once yearly for all female employees and/or dependents over age forty, or more frequently, or at an earlier age, if a physician so prescribes; and (2) pap smears of the type prescribed by the employee's or dependent's physician once annually or more often as prescribed by employee's or dependent's physician because of a particular medical condition and/or family history. A hearing exam every two years, or more frequently if medically prescribed. These benefits shall be provided in accordance with the attached health plans.

K. The County shall implement a Section 125 Premium Conversion Plan which will permit the payment of certain employee contributions in pre-tax dollars.

L. The County shall provide as a covered benefit all prescription contraceptive medications and devices in accordance with the attached health plans.

M. A "civil union partner" or "domestic partner" of an employee, as defined under New Jersey law, shall be considered as a spouse and eligible for all health and prescription and opt-out benefits that would otherwise be provided to spouses by this Article.

N. Effective January 1, 2008, the County will pay or cause to be paid to the Council #10 Health and Welfare Fund the sum of \$350 per annum for each employee who is a member of the representative or for whom the representative is the bargaining agent. This amount shall be increased to \$375 effective January 1, 2010.

O. The County reserves the right to change carriers and/or add or remove specific plans so long that, except for the specific provisions contained herein, the County agrees to maintain substantially similar benefits to those in existence

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on January 1, 2009.

**ARTICLE VII**  
**SICK LEAVE WITH PAY**

A. Sick leave may be used by employees who are unable to work due to personal illness or injury; exposure to contagious disease; care, for a reasonable time, of a seriously ill member of the employee's immediate family; or death in the employee's immediate family, for a reasonable period of time.

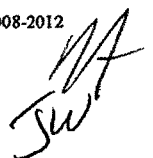
B. The term 'immediate family' is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, stepchild, grandchild, grandfather, grandmother, foster child, legal ward, legal guardian, and other relatives residing in the employee's household. With the exception of brother-in-law, sister-in-law, and stepchild, the above definition is intended to be the same as the definition of 'immediate family' set forth in Section 4A of the New Jersey Administrative Code and shall be modified to conform with any changes, additions, or deletions made to the Code.

C. Any shift employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one and one half (1 2) hours before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Other employees will provide the notification within sixty (60) minutes of their scheduled starting time. Failure to give such notice may constitute cause for disciplinary action. Employees covered by this agreement in the Department of Public Works shall be required to notify his/her supervisor prior to the start of their work day.

D. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and one and one-quarter (1 1/4) days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. Sick leave must be earned before it may be utilized.

E. If any employee is absent for five (5) consecutive work days (or after fifteen (15) days sick leave in any one (1) year for any reason set forth in the above rule), the County shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate.

F. At the discretion of the Department Head, the employee seeking sick leave may be required to submit medical evidence to substantiate his request.



Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the employee will suffer a loss of his pay for any authorized time period. In the event the employee has exhausted his accumulated sick leave and is sick, the absence may be charged to the employee's vacation, if any, provided that the employee agrees and further provided that such use of vacation time will not be used to circumvent either the provisions or the intent of Article XX, Strikes and Lock-outs.

G. Abuse of sick leave will be cause for disciplinary action.

H. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.

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

J. Employees on a daily, hourly, or seasonal basis are not eligible for sick leave.

K. Any employee who terminates service with the County with at least twenty-five (25) years of service and was 55 years of age or older shall be entitled to a lump sum terminal leave pay equal to one-half ( $\frac{1}{2}$ ) of the employee's earned and unused sick leave, multiplied by his or her current rate of pay, up to a maximum of \$23,000. Effective the last pay period of 2009, no additional sick leave may be added to the pool of time available for this lump sum terminal leave payment upon retirement. All time available as of that date will be available to the employee for any employee eligible for and requesting lump sum terminal leave at retirement. Any sick leave used after that date will initially come from sick leave provided on or before that date. Sick time banked before the last pay period in 2009 will not be used until all of the sick leave accrued after that date is exhausted. No employee who retires after December 31, 2015 will be entitled to a lump sum terminal leave payment pursuant to this section.

L. Employees who do not use sick time in any quarter of the year shall earn one (1) additional vacation day for each quarter where there is no sick time used. Employees who use no sick time at all during any year shall earn a total of five (5) additional vacation days for that year. Additional vacation days earned shall be credited to the employee's account on January 1 of the following year. All vacation leave taken in that year shall be initially charged against this additional earned vacation leave, and then against earned vacation leave pursuant to Article XIX. No employee shall be entitled to earn additional vacation time in any quarter if during that year the employee used 15 days of sick leave, unless that





sick leave was used in conjunction with a hospital stay of three days or more. Additional vacation time earned must be used within two (2) years of its being credited or it will be lost. The provisions of this Section shall not be applicable to shift employees working in a 24 hour operation.

### **ARTICLE VIII MILITARY LEAVE**

A. A permanent employee who enters upon active duty in the United States Military Service in time of war or emergency or who is actively engaged in Reserve or National Guard duty will be granted a leave of absence in accordance with law.

### **ARTICLE IX JURY DUTY**

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

1. In State Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.

2. In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5.00) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5.00) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the County Treasurer's office.

3. Employees assigned to the second or evening shift shall be given their shift off without loss of pay when performing jury duty. Employees assigned to the 11PM to 7AM shift at the Youth Center and to the 7PM to 7AM shift at the Communications Center shall receive the shift off which precedes their jury duty unless the employee is scheduled off for that shift, in which case the employee will receive the succeeding shift off.

### **ARTICLE X COURT TIME**

A. Employee shall be given time off without loss of pay when commanded to appear as a witness and not a party before a court, legislative committee, or judicial or quasi-judicial body.



B. The provisions of Section A above shall not apply for appearances by an employee in connection with any activities set forth in Article XX Strikes and Lock-Outs.

**ARTICLE XI**  
**EMERGENCY LEAVE**

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

**ARTICLE XII**  
**BEREAVEMENT LEAVE**

A. In the event of the death of an employee's mother, father, spouse, child, foster child, step child, foster parent or step parent, the employee shall be granted five (5) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.

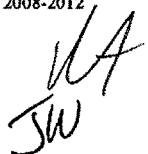
B. In the event of the death of an employee's mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother or sister, step sibling, the employee shall be granted three (3) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.

C. In the event of the death of an employee's brother-in-law or sister-in-law, the employee shall be granted two (2) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.

**ARTICLE XIII**  
**MATERNITY LEAVE**

A. Requests for maternity leave shall be made in writing no later than the third (3rd) month of pregnancy.

B. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work providing the attending physician approves and so advises in writing.



C. Such employees shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional time beyond the one (1) month period shall be granted for reasons of the employee's individual health upon presentation of a doctor's certificate setting forth the necessity therefore.

#### **ARTICLE XIV FRINGE BENEFITS**

A. When an employee is injured on duty, he is to receive workers= compensation due him plus the difference between the amount received as compensation and his net salary during the period of temporary disability, up to a maximum of forty-five (45) working days. Employees entitled to workers' compensation benefits shall continue to receive a regular paycheck from the County during the period of temporary disability, up to a maximum of forty-five (45) working days. The County shall be entitled to an assignment by the employee of the workers' compensation benefits due and payable to him for this period. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive workers= compensation. If the employee is entitled to use and authorizes the County to charge time to accumulated sick leave, the employee may receive the difference between the amount received as workers' compensation and his salary.

B. Employees required to travel on authorized, necessary County business and who are required to use their personal vehicle shall be reimbursed at the applicable IRS rate per mile plus out-of-pocket expenses. In addition, employees are entitled to approved out-of-pocket expenditures.

C. Where employees, as a condition of their job, are required to use their personal vehicles for official County business, said employees will declare such use on their application for automobile liability insurance. Upon presentation by them of an invoice from their insurance carrier evidencing an increased premium for business coverage, the County will pay \$25 to the affected employee on a annual basis.

D. Those employees who, as a requisite of employment, are required to wear specified uniforms (as opposed to conforming to a specified dress code) shall either be furnished those uniforms or receive an annual uniform allowance of \$325 beginning the first pay period of 2000. Employees required to wear work shoes shall receive \$150 per year beginning the first pay period of 2000. Employees required to wear tailored uniforms, which are furnished by the employer, shall receive \$450 per year for cleaning purposes beginning the first



pay period of 2000. Employees at the Communications Center and at the Youth Center required to wear tailored uniforms shall receive a uniform allowance of \$600 per year effective the first pay period of 2004, which shall increase to \$650 per year effective the first pay period of 2005, and shall increase to \$700 per year effective the first pay period of 2006. At the County's option, the County may provide uniforms and the maintenance thereof. If such option is exercised, the uniform maintenance allowance of this section shall not be applicable. Uniform allowances shall be pro-rated based on the actual number of weeks worked.

1. When provided with County insignia, employees shall have the insignia sewn on the uniform.

2. Where applicable, uniform allowance shall be paid no later than December 15 of the current year.

3. New or additional employees hired during the term of this agreement and required to wear a tailored uniform shall be supplied by the County during the first year of employment and shall not receive a uniform allowance for the initial calendar year. Subsequently, said employees shall either be furnished uniforms as required or shall be entitled to a uniform allowance under the terms of this Agreement.

E. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month.

F. Employees shall be entitled to be reimbursed by the County for all costs incurred in attending seminars, training programs, or attendance at courses in an accredited educational institution so long as such courses, seminars, and/or training program are required for the employee to maintain a license, or to meet State and/or Federal Regulations relating to their employment with the County of Camden.

G. The Institutional Fire Chief of the Lakeland Complex shall receive \$750 per year for acquiring and maintaining required and recommended certifications and licenses.

H. Employee covered by this Agreement shall be eligible for tuition reimbursement toward either their Bachelors or Masters Degree in a field related to their job duties after their first year of employment in accordance with the following program:

1. Employees shall be eligible for up to six credits of tuition reimbursement per semester after approval by the Department Head at a rate not

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to exceed the cost of a Rutgers's Camden Undergraduate Credit.

2. All courses will be approved by the Department Head prior to the course being taken and payment shall be made after grades are received at the following rate: No reimbursement for a grade of D, F or Withdraw or Fail. Anything else will be reimbursed at full rate.

## **ARTICLE XV PERSONAL DAYS**

A. All employees covered by this Agreement shall enjoy four (4) personal days per year for personal, business, household, or family matters described in this Section and shall be non-accumulative.

B. Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work-day.

C. Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

D. Request for a personal day, along with the reasons therefore, must be submitted at least three (3) full working days in advance and is subject to approval of the employee's supervisor. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the workday. Personal leave will not be granted if it interferes with the manpower needs of the department.

## **ARTICLE XVI SENIORITY**

A. Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire. Employees who are laid off by the County and are subsequently re-employed by the County in any capacity within seven (7) years of the effective date of the layoff shall receive seniority credit for all time worked for the County prior to layoff with respect to all provisions of this Agreement.

B. An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when he was not employed by the Employer.



C. For employees with the same total length of service, seniority preference shall be given in alphabetical order of the employee's last name.

D. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Representative upon request.

E. Except where New Jersey Civil Service statutes require otherwise, in cases of provisional and temporary promotions, demotions, lay-offs, recalls, or where vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference provided that the exercise of such will have no adverse effect on productivity.

## **ARTICLE XVII** **HOLIDAYS**

A. The following National Holidays are recognized as paid holidays when celebrated as holidays.

New Year's Day	Friday before Labor Day
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
Good Friday	General Election Day
Memorial Day	Veterans' Day
Fourth of July	Thanksgiving Day
Christmas Day	

B. Holidays which fall within an employee's vacation period shall not be charged to the employee's vacation time.

C. It is understood that there shall be only one (1) day of celebration in the event the holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration.

D. Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday. This shall not apply to employees working in twenty-four hour operations at the Communications Center.

E. When the Board of Freeholders declare by formal action a day off for all



County Employees, those who are required to work on such a day off shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other Representative Associations or Unions. Employees who work more than one half the day will receive a whole day as compensatory time.

F. The granting by the Board of Freeholders of a day off or a holiday in addition to those enumerated in Section A. shall not be considered as a precedent and is subject to Freeholder approval each and every time such day off or holiday is granted.

G. Employees who are required to work on a holiday shall be granted compensatory time at a rate of time and one-half in addition to holiday pay.

H. If an employee is serving a suspension on a day before or a day after a holiday and as a result is disqualified from receiving holiday pay under this Section, the holiday shall be counted as a day of suspension.

#### **ARTICLE XVIII LONGEVITY**

Effective the first pay period of 1998, employees had their longevity pay added to their base pay. For purposes of this conversion, employees were entitled to longevity pay added to their base in an amount one level higher than they would ordinarily be entitled to based on their years of service. Employees who had more than 20 years of service were entitled to a maximum of \$1,600. Employees may still request that an amount equal to their 1998 longevity payment be withheld from their regular paychecks and paid directly to the account of their choice throughout the year.

#### **ARTICLE XIX VACATIONS**

A. Employees in the County Service, except for shift employees employed in a twenty-four hour operation, shall be entitled to vacation as follows:

1. Effective 2000, permanent full-time employees in the County shall be entitled to the following annual vacations accruing on a monthly basis with pay:

a. Up to one year of service, one working days vacation for each month of service.



- b. After one year and up to ten years of service - twelve (12) working days vacation.
- c. After ten years and up to fifteen years of service - eighteen (18) working days vacation.
- d. After fifteen years and up to twenty years of service - twenty (20) working days vacation.
- e. After twenty years and up to twenty-five years of service - twenty-five (25) working days vacation.
- f. After twenty-five years of service - twenty-eight (28) working days vacation.

2. Temporary full-time employees in the County Service shall be entitled to vacation leave to the same extent such leave is provided for permanent employees.

3. Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the above schedule.

4. Employees on a daily, hourly or seasonal basis are not eligible for vacation leave.

5. Shift employees employed in a twenty-four hour operation shall be entitled to the following annual vacation with pay based upon vacation entitlement as defined in Article XXVII, if applicable:

- a. Up to one year of service, one working day vacation for each month of service.
- b. After one year and up to ten years of service - twelve (12) working days vacation.
- c. After ten years and up to twenty years of service – eighteen (18) working days vacation.
- d. After twenty years of service - twenty-five (25) working days vacation.

B. Where in a calendar year the vacation leave or any part thereof is not





used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the County may be carried forward into the next succeeding year only and will be scheduled to be taken in the next succeeding year. However, if in the second year, due to the pressure of work as determined by the County, the employee still has accumulated vacation that will be lost, the employee has a right to sell that time only. All vacation time taken shall be initially charged against vacation time earned in accordance with Article VII, Section L, and then against vacation time earned pursuant to this Article.

C. Employees shall be allowed to use vacation time not accrued, in anticipation of continued employment provided that such time is scheduled time with the approval of the Department Head.

D. If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate within sixty (60) days.

E. Vacation time cannot be used for sick time without the express written consent of the employee.

F. In order to exercise seniority, vacation requests shall be submitted by the employee to his or her Department Head by April 1st, so that the Department Head can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1st, will result in a loss of seniority preference for the employee.

## **ARTICLE XX STRIKES AND LOCKOUTS**

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out, or other illegal job action against the County. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the County, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and



desist from same immediately, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

D. The County agrees that it will not engage in the lock-out of any of its employees.

#### **ARTICLE XXI** **SAFETY AND HEALTH**

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

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

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

#### **ARTICLE XXII** **EQUAL TREATMENT**

A. The County and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

B. The County and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the County or the Union against any member because of member's membership or non-membership or activity or non-activity in the Union.

C. The County may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced,



insofar as practicable. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established as provided by N.J.S.A. 34:13A-5-3.

D. Insofar as practicable, ten (10) working days prior to the implementation of any new rules or changes of rules of work and conduct for employees, the County agrees to notify the Union of said rules or changes.

E. This Agreement shall be equitably applied to all employees covered by the Agreement.

F. The Union as well as the affected employee shall receive a copy of any disciplinary actions and attachments which are placed in an employee's file. All employees shall have the right to review their personnel files upon reasonable request.

### **ARTICLE XXIII GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department. The County and the Union will meet periodically at either party's request to discuss and try to settle as many grievances as possible prior to a hearing at Step 3. Both parties commit to settle outstanding grievances without the time and expense of having to go through the process below.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the County, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed



beyond Step One herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union shall institute action under the provisions hereof within fourteen (14) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within fourteen (14) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within fourteen (14) calendar days thereafter to the designated County representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The designated County representative will answer the grievance in writing within fourteen (14) calendar days of receipt of the written grievance. Where the Step One immediate supervisor and the Step Two designated County Representative are the same person, or for other reasons, separate steps are ineffective, Step One and Step Two shall be treated as being integrated, but in no event may a Union member represent the County in regard to this Article.

Step Three: If the Union wishes to appeal the decision of the designated County Representative, such appeal shall be presented in writing within fourteen calendar days thereafter to the Division of Human Resources to be scheduled for a hearing before a County designated Hearing Officer. The Hearing Officer shall respond, in writing, to the grievance within thirty (30) calendar days of the Hearing. The County and the Union shall attempt to agree on which matters are scheduled for presentation to the County Hearing Officer on each hearing date. If no agreement is reached, each party shall have the right to designate fifty percent of the matters to be heard. Hearings may be postponed if witnesses are not available.

Step Four: If either party wishes to appeal the decision of the Hearing Officer, such appeal shall be presented in writing to the County Administrator within fourteen (14) calendar days thereafter. The Union may opt to proceed directly to Step Five. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The County Administrator or his designee, shall respond in writing to the grievance within twenty (20) calendar days of the submission.



Step Five: If the grievance is not settled through Steps One, Two, Three, and Four, either party shall have the right within fifteen (15) work days to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the County and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding on the parties.

F. Upon prior notice to and authorization of the Department Head or his designee, the designated Union Representative shall be permitted to confer with members of the Grievance Committee, employees, and other County officials on a specific grievance in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County of Camden or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, or if the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure, but any such agreement must be in writing to be effective.

H. In the event the aggrieved elects to pursue remedies available through the Civil Service or EEO or Civil Rights complaint procedures, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Administrator on the grievance. In the event the grievant pursues his remedies through Civil Service,



the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

## **ARTICLE XXIV GENERAL PROVISIONS**

A. It is agreed that the Board of Freeholders and the Supervisory Unit of Council #10 may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given Council #10 or the Board of Freeholders. The parties further agree to establish a Labor-Management Committee to meet on a regular basis to discuss issues confronting the County and its workforce. Topics shall include, but not be limited to, health care costs, layoffs, and training for displaced employees. The Committee shall consist of a mutually agreed upon number of members with half designated by the County and the other half designated by Council #10.

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

C. Agents of the Union will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as there is no undue interference with the Employer's work. Whenever any employee of the County who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in regular pay or be charged with sick leave or vacation time. Employees will be allowed to leave their work station up to one-half (2) hour prior to the meetings and will be required to return to their work station at the conclusion of the meeting provided there is at least one and one-half (1.5) hours of work time remaining. In no event shall the President of Council #10 be allowed more than one hour per week to conduct Union Business of any kind. Such business will be limited to employer - related business.

D. No more than two (2) member of the Supervisory Unit will be permitted to attend New Jersey Civil Service Association meetings and conventions, without loss of pay, in accordance with R.S. 38:23-2.

E. The Union will be permitted to post union-related information on Union bulletin boards.



F. No more than one employee who becomes a full-time employee of Camden Council #10 shall, upon request, be granted a leave of absence, without pay and without loss of seniority, subject to Civil Service rules and regulations, for three years with a three-year extension.

G. The County shall be responsible for printing this collective bargaining agreement in booklet form within sixty (60) days of its execution by the parties. The cost of printing shall be shared equally by the parties. No less than 175 copies shall be printed, 125 to be provided to the Union and 50 to be retained by the County. The Union shall be responsible for distribution to all persons covered by the Agreement.

H. Representatives of the County and Council #10 Supervisory Unit shall meet, at either party's request, to discuss issues associated with the sell-back of compensatory time.

I. All announcements for open competitive and/or promotional examinations shall be sent to the Union as soon as possible.

#### **ARTICLE XXV SEPARABILITY AND SAVINGS**

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

#### **ARTICLE XXVI MANAGEMENT RIGHTS**

A. The County of Camden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the County government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate



and efficient manner possible as may from time to time be determined by the County.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The County reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption and administration of policies, rules, regulations and practices as well as the use of judgement and discretion shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the county of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, county, or local laws or regulations.

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**ARTICLE XXVII**  
**TWENTY-FOUR HOUR OPERATIONS**

This Article applies to employees working in scheduled 24-hour operations.

- A. Employees will have their schedules arranged on the shift assigned in a manner which will assure on a rotation basis that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year insofar as practicable, with a minimum of every other scheduled weekend off as long as the employee is assigned to a 12 hour shift schedule.
- B. If an employee's work schedule is changed, all time off which was pre-approved at the time of the change shall be honored. If, as a result of the schedule change, the employee's regular day(s) off change, the employee may use accumulated vacation, personal or compensatory time so as to still have those former regular day(s) off, so long as the employee makes the request within one week of the effective date of the schedule change.
- C. Double the full-time employees regular hourly rate of pay shall be paid for work in excess of two consecutive regular shifts or for shift work in excess of sixteen consecutive hours, but double time shall be paid in compensatory time only for such hours worked in excess of sixteen hours.
- D. Employees who work sixteen or more consecutive hours shall be given at least an eight hour break before being required to report back to work. This provision shall not apply when employees are working in excess of their regular hours of duty because of weather conditions, a state of emergency declared by the President, Governor, or Freeholder-Director/OEM Coordinator, riotous conditions, or in the field communications unit. If an employee has worked sixteen or more consecutive hours and is scheduled to return to work with less than an eight hour break in between, the employee may delay returning to work for up to two hours by charging his/her compensatory time. If the employee does not have compensatory time, he/she may charge vacation or personal time, or if the employee has no such time, then the employee may use sick time or as a last resort be in no pay status.
- E. All employees who are scheduled off on the holiday shall receive a day's pay for the holiday. Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half pay for the hours worked on that holiday, in addition to the holiday pay. Employees who are assigned to 24 hour operations at the Communications Center and the Youth Center who work New Year's Day (January 1st), the Fourth of July, Veteran's Day (November 11th), and Christmas Day (December 25th) shall be paid holiday pay for their entire shift when their reporting time occurs on the actual legal




holiday.

F. With the exception of employees working at the Communications Center, voluntary overtime shall be distributed by classification and seniority from the most senior on a rotating basis beginning with the employee immediately following the last senior employee who worked. Mandatory overtime shall be distributed by classification and seniority from the least senior on a rotating basis beginning with the next senior employee immediately following the last employee who worked. In Communications, all voluntary and mandatory overtime shall be distributed on a rotation basis as set forth above except that an alphabetical list shall be used rather than a seniority list and except that the Communications Center may continue its practice of calling the first available personnel to fill vacancies where the need for overtime was not known prior to the beginning of the shift.

G. Only ten days of compensatory time earned after the date of signing of this Agreement may be carried into December of any contract year; the current value of all such time in excess of ten days will be paid to the employee by the County prior to December 15.

H. Employees regularly assigned to shifts in 24 hour operations may sell back their unused accumulated sick time up to a maximum of 15 days per year at their current rate of pay. Employees must submit their request to sell back accumulated sick time by December 1 of the current year. Payment shall be made by the County no later than January 15 of the following year. These employees have the right to elect to continue accumulating sick leave as per civil service rules or take cash payment as provided above.

I. Employees covered by this Agreement who are employed at the Camden County Communications Center and who work a twelve (12) hour shift shall receive benefits such as vacations, sick days, etc., which are prorated to reflect this length of shift. For example a twelve (12) hour shift employee will receive two (2) sick days for each three (3) received by an eight (8) hour shift employee. However, with respect to discipline, a day shall be considered eight (8) hours. The County may discontinue the aforementioned twelve (12) hour shift.



**ARTICLE XXVIII**  
**OVERTIME**

A. Time and one half shall be paid for any time worked outside of an employee's regularly scheduled work day, or on Saturday or Sunday for other than 24-hour employees. This compensation shall be as cash payment or as compensatory time at the discretion of the employee. The employee shall notify the employer of his/her choice as soon as possible after the time is earned. All overtime work must be approved in advance by the employee's supervisor.

B. Other than in 24-hour operations, time and one half pay shall be paid as in Section A for all time worked in excess of sixteen consecutive hours.

C. Any employee who leaves County employment shall be entitled to receive a cash payment for all compensatory time accrued at the employee's then current rate of pay.

D. Effective the first pay period in 2010, employees must use their compensatory time within one (1) year of accrual. If not used within that time period, one half (½) of the accrued compensatory time will be scheduled off within the following six (6) months, or the employee can be paid for that time, at the Employer's discretion. However, under no circumstances will that time be forfeited. This section shall not apply to any compensatory time on record prior to the first pay period of 2010.

**ARTICLE XXIX**  
**FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.


A handwritten signature in black ink, appearing to be 'JW' or similar initials, located in the bottom right corner of the page.


**ARTICLE XXX**  
**DURATION**


A. This Agreement shall be in force and effect as of January 1, 2008 and shall remain in effect to and including December 31, 2012, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals at the County of Camden, New Jersey on this date

  
\_\_\_\_\_ 12-15-09  
For Council #10 Camden County Supervisory Unit

  
\_\_\_\_\_   
For The Camden County Board of Chosen Freeholders

  
\_\_\_\_\_   
Clerk of the Board

Appendix   
 A - PPO

**SCHEDULE OF BENEFITS**

Subject to the exclusions, conditions and limitations of this Plan, a Covered Person is entitled to benefits for the Covered Services described in this *Schedule of Benefits* during a Benefit Period, subject to any Copayment, Deductible, Coinsurance, Out-of-Pocket Limits or Lifetime Maximum. The percentages for Coinsurance and Covered Services shown in this *Schedule of Benefits* are not always calculated on actual charges. For an explanation on how Coinsurance is calculated, see the Covered Expense definition in the *Defined Terms* section.

Covered Services may be provided "In-Network" by a Preferred Provider or "Out-of-Network" by a Non-Preferred Provider. However, the Covered Person will maximize the benefits available when Covered Services are provided In-Network by a Provider that belongs to the AmeriHealth PPO Network (a Preferred Provider) and has a contract with the Carrier to provide services and supplies to the Covered Person. The *Your AmeriHealth PPO Network Plan* section provides more detail regarding Preferred and Non-Preferred Providers and the AmeriHealth PPO Network.

Some Covered Services must be Precertified before the Covered Person receives the services. Precertification of services is a vital program feature that reviews Medical Appropriateness/Medical Necessity of certain procedures and/or admissions. In certain cases, Precertification helps determine whether a different treatment may be available that is equally effective yet less traumatic. Precertification also helps determine the most appropriate setting for certain services. Failure to obtain a required Precertification for a Covered Service could result in a reduction of benefits. More information on Precertification is found in the *Your AmeriHealth PPO Network Plan* and the *Managed Care* sections. Covered Services that require Precertification, and any Penalty for failure to obtain a Precertification, are specified on the *Schedule of Benefits*.

<b>BENEFIT PERIOD</b>	Calendar Year, except as otherwise specified in the following pages.
<b>PROGRAM DEDUCTIBLE</b> (Covered Person's Responsibility)	
<b>Covered Person's Deductible</b>	
In-Network Care	None.
Out-of-Network Care	\$100 per Covered Person per Benefit Period for Out-of-Network Covered Services.
This Deductible applies to all Out-of-Network Covered Services except as otherwise specified in the following pages.	

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**PROGRAM DEDUCTIBLE**  
*(Continued)*

**Family Deductible**

**In-Network Care**                      None.

**Out-of-Network Care**              The family Deductible amount is equal to 2.5 times the individual Out-of-Network Deductible. In each Benefit Period, it will be applied to all family members covered under a Family Coverage. An Out-of-Network Deductible will not be applied to any covered individual family member once that covered individual has satisfied the individual Out-of-Network Deductible for that Benefit Period, or the family Deductible has been satisfied for all covered family members combined.

**Deductible Carryover**              Expenses Incurred for Covered Expenses in the last three (3) months of a Benefit Period which were applied to that Benefit Period's Deductible will be applied to the Deductible of the next Benefit Period.

**Prior Carrier Credit**              If a Group changes carriers during a contract's Benefit Period, a Covered Person may be entitled to credit toward this Plan's Deductible. Credit will be applied toward the Deductible under this Plan for those expenses incurred and applied against the deductible provisions of the prior carrier's plan during the Benefit Period, and within ninety (90) days prior to the Effective Date of this Plan. Such expenses must: (a) meet this Plan's definition of Covered Expense; and (b) be subject to a similar Deductible provision under this Plan.

**COINSURANCE**  
*(Covered Person's Responsibility)*

**In-Network Care**                      10% for In-Network Covered Services.

**Out-of-Network Care**                30% for Out-of-Network Covered Services.

Coinsurance described above applies to all Out-of-Network Covered Services except as may otherwise be indicated by the coverage percentages set forth in the following pages.

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**OUT-OF-POCKET LIMIT**

**INDIVIDUAL OUT-OF-POCKET LIMIT**

**In-Network Care**

When a Covered Person Incurs \$1,500 of Coinsurance expense in one (1) Benefit Period for In-Network Covered Services, the Coinsurance percentage will be reduced to 0% for the balance of that Benefit Period.

**Out-of-Network Care**

When a Covered Person Incurs \$10,000 of Coinsurance expense in one (1) Benefit Period for Out-of-Network Covered Services, the Coinsurance percentage will be reduced to 0% for the balance of that Benefit Period.

The individual out-of-pocket amount specified shall not include any expense Incurred for Inpatient or Outpatient Mental Illness Care (other than for Serious Mental Illness), any Deductible, Penalty or Copayment amount.

**FAMILY OUT-OF-POCKET LIMIT**

**In-Network Care**

After two (2) times the In-Network individual Out-of-Pocket Limit amount has been Incurred for Covered Services by Covered Persons under the same Family Coverage in a Benefit Period, the Coinsurance percentage will be reduced to 0% for the balance of that Benefit Period. However, no family member will contribute more than the In-Network Individual Out-of-Pocket Limit amount.

**Out-of-Network Care**

After two (2) times the Out-of-Network individual Out-of-Pocket Limit amount has been Incurred for Covered Services by Covered Persons under the same Family Coverage in a Benefit Period, the Coinsurance percentage will be reduced to 0% for the balance of that Benefit Period. However, no family member will contribute more than the Out-of-Network individual Out-of-Pocket Limit amount.

The family out-of-pocket amount specified shall not include any expense Incurred for Inpatient or Outpatient Mental Illness Care (other than for Serious Mental Illness), any Deductible, Penalty or Copayment amount.

**LIFETIME MAXIMUM**

**In-Network Care**

Unlimited.

**Out-of-Network Care**

\$5,000,000 per lifetime per Covered Person for Out-of-Network Covered Services.

**REINSTATEMENT**

Amounts applied to a Covered Person's Lifetime Maximum are not restorable.



PRIMARY AND PREVENTIVE CARE	If the Covered Person uses an <u>In-Network Provider</u> , the Plan will pay:	If the Covered Person uses an <u>Out-of-Network Provider</u> , the Plan will pay:
<b>PRIMARY CARE PHYSICIAN</b>	100%, after a Copayment of \$20 per visit.	70%
Office Hours	100%, after a Copayment of \$20 per visit.	70%
After Hours/Home Visits	100%, after a Copayment of \$20 per visit.	70%
<b>PEDIATRIC PREVENTIVE CARE</b>	100%, after a Copayment of \$20 per visit.	70%
<b>PEDIATRIC IMMUNIZATIONS</b>	100%	70% Deductible does not apply.
<b>ADULT PREVENTIVE CARE</b>	100%, after a Copayment of \$20 per visit.	70%
<b>ROUTINE GYNECOLOGICAL EXAMINATION, PAP SMEAR</b>	100%	100% Deductible does not apply.
<b>MAMMOGRAMS</b>	100%	100% Deductible does not apply.
<b>COLORECTAL CANCER SCREENING</b>	100%	70%
<b>LEAD POISONING SCREENING AND TREATMENT</b>	100%	70% Deductible does not apply.

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PRIMARY AND PREVENTIVE CARE (Continued)	If the Covered Person uses an <u>In-Network Provider</u> , the Plan will pay:	If the Covered Person uses an <u>Out-of-Network Provider</u> , the Plan will pay:
<b>NEWBORN AND INFANT SCREENING FOR HEARING LOSS</b>		
Charges Incurred as a Hospital Inpatient	100%	70% Deductible does not apply.
Charges Incurred as a Hospital Outpatient	100%	70% Deductible does not apply.
Charges Incurred for an office visit		
Primary Care Services	100%, after a Copayment of \$20 per visit.	70% Deductible does not apply.
Specialist Services	100%, after a Copayment of \$25 per visit.	70% Deductible does not apply.
<b>OSTEOPOROSIS TESTING (BONE MINERAL DENSITY TESTING or BMDT)</b>	100%	70%
<b>TESTING FOR PROSTATE CANCER</b>	100%	70%

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INPATIENT BENEFITS	If the Covered Person uses an <u>In-Network Provider</u> , the Plan will pay:	If the Covered Person uses an <u>Out-of-Network Provider</u> , the Plan will pay:
<b>HOSPITAL SERVICES</b>  <div data-bbox="245 401 634 527" style="border: 1px solid black; padding: 5px;">           Precertification required for all Inpatient admissions other than an admission for Emergency Care or Maternity Care.         </div>	100%, after a Copayment of \$200 per admission.  Benefit Period Maximum: 365 In-Network Inpatient days.	70%, after a Copayment of \$200 per admission.  Benefit Period Maximum: 365 Out-of-Network Inpatient days.  This maximum is part of, not separate from, In-Network days maximum.  Failure to request Precertification for Out-of-Network services may result in a reduction in benefits payable equal to the lesser of \$1,000 or 50%.
<b>MEDICAL CARE</b>	100%	70%
<b>SKILLED NURSING CARE FACILITY</b>  Up to 30 days per admission.  <div data-bbox="228 1136 623 1230" style="border: 1px solid black; padding: 5px;">           Precertification required for all Skilled Nursing Care Facility Inpatient admissions.         </div>	100%	100%  Failure to request Precertification for Out-of-Network services may result in a reduction in benefits payable equal to the lesser of \$1,000 or 50%.

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INPATIENT/OUTPATIENT BENEFITS	If the Covered Person uses an <u>In-Network Provider</u> , the Plan will pay:	If the Covered Person uses an <u>Out-of-Network Provider</u> , the Plan will pay:
<b>BLOOD</b>	100%	70%
<b>HOSPICE SERVICES</b> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;">Respite Care: Maximum of seven (7) days every six (6) months.</div> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;">Precertification required for all Inpatient Hospice Services.</div>	100%	70%  Failure to request Precertification for Out-of-Network services may result in a reduction in benefits payable equal to the lesser of \$1,000 or 50%.
<b>MATERNITY/OB-GYN/FAMILY SERVICES</b>  <b>Maternity/Obstetrical Care</b>  Professional Service  Facility Service  <b>Elective Abortions</b>  Professional Service  Outpatient Facility Charges  Newborn Care  Infertility	100%   100%, after a Copayment of \$200 per admission.   100%  100%  100%  Covered on the same basis as any other medical condition. No special restrictions apply.	70%   70%   70%  100%  70%  Covered on the same basis as any other medical condition. No special restrictions apply.
<div style="border: 1px solid black; padding: 5px;"> <p>There is a limit of four (4) insured egg retrievals per lifetime of the Covered Person (Egg Retrieval Lifetime Limit)*. All egg retrievals for which benefits were paid or payable, on or after November 29, 2001, under any form of health benefit plan count toward the Egg Retrieval Lifetime Limit.</p> <p>* Benefits provided for in-vitro fertilization (IVF), gamete intra-fallopian transfer (GIFT) and zygote intra-fallopian transfer (ZIFT) services are limited to a Covered Person who: (1) has used all reasonable less expensive medically appropriate treatments and still be unable to become pregnant or carry a pregnancy to live birth; (2) has not reached the Egg Retrieval Lifetime Limit shown above; and (3) is age forty-five (45) or younger. The Covered Person and their attending Physician must also provide signed certification forms as required by the Carrier.</p> </div>		

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INPATIENT/OUTPATIENT BENEFITS (Continued)	If the Covered Person uses an In-Network Provider, the Plan will pay:	If the Covered Person uses an Out-of-Network Provider, the Plan will pay:
<b>MENTAL ILLNESS CARE (other than for Serious Mental Illness)</b>	100%	50%
<p data-bbox="282 508 526 529"><b>Inpatient Treatment</b></p> <div data-bbox="305 562 685 625" style="border: 1px solid black; padding: 2px;"> <p data-bbox="315 571 675 617">Precertification required for all Inpatient admissions.</p> </div> <p data-bbox="266 688 701 743">Benefit Period Maximum: Ninety (90) In/Out-Network Inpatient days.</p>		<p data-bbox="1133 722 1507 890">Failure to request Precertification for Out-of- Network services may result in a reduction in benefits payable equal to the lesser of \$1,000 or 50%.</p>
<p data-bbox="295 949 1458 1003">Mental Illness Care (other than for Serious Mental Illness) Inpatient days limits are part of, not separate from, the Inpatient Hospital Services days limit.</p>		
<p data-bbox="266 1066 526 1087"><b>Outpatient Treatment</b></p> <div data-bbox="289 1121 669 1184" style="border: 1px solid black; padding: 2px;"> <p data-bbox="298 1129 659 1176">Precertification required for all In-Network Outpatient visits.</p> </div> <p data-bbox="250 1218 669 1272">Benefit Period Maximum: Sixty (60) In/Out-Network Inpatient days.</p>	90%	70%
<p data-bbox="282 1369 1451 1486">Ninety (90) Mental Illness Care (other than for Serious Mental Illness) Inpatient days may be exchanged for additional Partial Hospitalization services or Mental Illness Care (other than for Serious Mental Illness) Outpatient visits. Each Inpatient day may be exchanged for four (4) Outpatient visits or two (2) Partial Hospitalization visits.</p>		

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**INPATIENT/OUTPATIENT  
BENEFITS (Continued)**

If the Covered Person uses an  
In-Network Provider,  
the Plan will pay:

If the Covered Person uses an  
Out-of-Network Provider,  
the Plan will pay:

**SERIOUS MENTAL ILLNESS CARE**

**Inpatient Treatment for Serious  
Mental Illness**

Pre-certification required for all  
Inpatient admissions.

100%

Benefit Period Maximum: 365  
In-Network Inpatient days.

70%, after a Copayment of \$200  
per admission.

Benefit Period Maximum: 365  
Out-of-Network Inpatient days.

This maximum is part of, not  
separate from, In-Network days  
maximum.

Failure to request  
Pre-certification for Out-of-  
Network services may result in a  
reduction in benefits payable  
equal to the lesser of \$1,000 or  
50%.

**Outpatient Treatment for Serious  
Mental Illness**

100%, after a Copayment of \$25  
per visit.

70%

**SURGICAL SERVICES**

Pre-certification required for  
certain Surgical procedures.

Failure to request  
Pre-certification for Out-of-  
Network services may result in a  
20% reduction in benefits  
payable for certain Surgical  
Services.

**Outpatient Facility Charges**

100%

100%

**Outpatient Professional Charge**

100%

70%

**Outpatient Anesthesia**

100%

70%

**Second Surgical Opinion**

100%

70%

If more than one (1) surgical procedure is performed by the same Professional Provider during the same operative session, the Carrier will pay 100% of the Covered Service for the primary procedure and 50% of the Covered Services for each additional procedure.

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**INPATIENT/OUTPATIENT  
BENEFITS (Continued)**

If the Covered Person uses an  
In-Network Provider,  
the Plan will pay:

If the Covered Person uses an  
Out-of-Network Provider,  
the Plan will pay:

**TREATMENT OF DRUG ABUSE AND  
DEPENDENCY**

**Detoxification**

100%

50%

Pre-certification required for all  
inpatient admissions.

Maximum of seven (7) days  
per Benefit Period and Lifetime  
Maximum of four (4)  
confinements.

Failure to request  
Pre-certification for Out-of-  
Network services may result in a  
reduction in benefits payable  
equal to the lesser of \$1,000 or  
50%.

**Hospital and Non-Hospital  
Residential Treatment**

100%, after a Copayment of  
\$200 per admission.

50%

Pre-certification required for all  
inpatient admissions.

Maximum of fifty (50) days of  
confinement per Benefit Period  
(Additional days may be  
available if allowed under  
Outpatient Drug Services); and  
Lifetime Maximum of ninety  
(90) days.

These inpatient days limits are  
part of, not separate from, the  
inpatient Hospital days limits.

Failure to request  
Pre-certification for Out-of-  
Network services may result in a  
reduction in benefits payable  
equal to the lesser of \$1,000 or  
50%.

**Outpatient Services**

90%

70%

Maximum of thirty (30) full  
session or equivalent Partial  
Hospitalization visits per  
Benefit Period.

Thirty (30) additional full  
session or equivalent Partial  
Hospitalization visits are  
available and may be  
exchanged on a two-to-one  
basis to obtain up to fifteen  
(15) additional days of Hospital  
or Non-Hospital Residential  
Care.

Lifetime Maximum: 120 visits.

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INPATIENT/OUTPATIENT BENEFITS (Continued)	If the Covered Person uses an <u>In-Network Provider</u> , the Plan will pay:	If the Covered Person uses an <u>Out-of-Network Provider</u> , the Plan will pay:
TREATMENT OF WILM'S TUMOR	Treatment of Wilm's Tumor is covered on the same basis as any other medical condition. No special restrictions apply.	Treatment of Wilm's Tumor is covered on the same basis as any other medical condition. No special restrictions apply.

OUTPATIENT BENEFITS	If the Covered Person uses an <u>In-Network Provider</u> , the Plan will pay:	If the Covered Person uses an <u>Out-of-Network Provider</u> , the Plan will pay:
<b>ALLERGY INJECTIONS*</b> * The Primary Care or Specialist office visit Copayment amount will apply.	100%	70%
<b>AMBULANCE SERVICES</b> Emergency Non-Emergency <div style="border: 1px solid black; padding: 2px; width: fit-content;">Precertification is required for Non-Emergency Ambulance services.</div>	90%  90%	90%  70%  Failure to request Precertification for Out-of-Network Non-Emergency Ambulance services may result in a 20% reduction in benefits payable.
<b>DAY REHABILITATION PROGRAM</b> <div style="border: 1px solid black; padding: 2px; width: fit-content;">Benefit Period Maximum: Thirty (30) In-Network/Out-of-Network sessions.</div>	100%	70%  Failure to request Precertification for Out-of-Network services may result in a 20% reduction in benefits payable.
<b>DIABETIC SUPPLIES AND EDUCATION</b> Drugs and Supplies purchased from a pharmacy Supplies purchased from a Durable Medical Equipment Supplier Other Covered Expense, including Education	100%  100%  100%	70%  70%  70%

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<b>OUTPATIENT BENEFITS</b> <i>(Continued)</i>	<b>If the Covered Person uses an  <u>In-Network Provider</u>,  the Plan will pay:</b>	<b>If the Covered Person uses an  <u>Out-of-Network Provider</u>,  the Plan will pay:</b>
<b>DIAGNOSTIC SERVICES</b>  Routine Diagnostic/Radiology Services  Non-Routine Diagnostic/Radiology Services (including MRI/MRA, CT scans, PET scans)  <div style="border: 1px solid black; padding: 2px; width: fit-content;"> Precertification of certain Non-Routine Diagnostic/Radiology Services is required. </div>  Laboratory and Pathology Tests	100%  100%  100%	70%  70%  Failure to request Precertification for certain Out-of-Network Non-Routine Diagnostic/Radiology services may result in a 20% reduction in benefits payable.  70%
<b>DURABLE MEDICAL EQUIPMENT</b>  <div style="border: 1px solid black; padding: 2px; width: fit-content;"> Precertification is required for purchases with a billed amount that exceeds \$500 and all rentals (includes replacements and repairs). </div>	90%	70%  Failure to request Precertification for Out-of-Network services may result in a 20% reduction in benefits payable.
<b>EMERGENCY CARE SERVICES</b>	100%	100%  Deductible does not apply.
<b>HOME HEALTH CARE CHARGES IN LIEU OF HOSPITALIZATION</b>  <div style="border: 1px solid black; padding: 2px; width: fit-content;"> Precertification is required for Home Health Care services. </div>	100%	70%  Failure to request Precertification for Out-of-Network services may result in a 20% reduction in benefits payable.



<b>OUTPATIENT BENEFITS</b> <i>(Continued)</i>	If the Covered Person uses an <u>In-Network Provider,</u> the Plan will pay:	If the Covered Person uses an <u>Out-of-Network Provider,</u> the Plan will pay:
<b>INHERITED METABOLIC DISEASES,            MEDICAL FOODS AND LOW            PROTEIN MODIFIED FOOD            PRODUCTS</b>  Equipment purchased from a Durable Medical Equipment Supplier  Other Covered Expenses	100%  100%	70%  70%
<b>NON-SURGICAL DENTAL SERVICES</b>  <div style="border: 1px solid black; padding: 2px;">           Precertification is required for            Non-Surgical Dental Services.         </div>	100%	70%  Failure to request Precertification for Out-of- Network services may result in a 20% reduction in benefits payable.
<b>PRIVATE DUTY            NURSING SERVICES</b>  <div style="border: 1px solid black; padding: 2px;">           Precertification is required for            Private Duty Nursing services.         </div>	100%	70%  Failure to request Precertification for Out-of- Network services may result in a 20% reduction in benefits payable.
<b>PROSTHETIC DEVICES</b>  <div style="border: 1px solid black; padding: 2px;">           Precertification is required for            supplies with a billed amount that            exceeds \$500 (includes            replacements and repairs).         </div>	90%	70%  Failure to request Precertification for Out-of- Network supplies may result in a 20% reduction in benefits payable.
<b>RESTORATIVE SERVICES</b>  <div style="border: 1px solid black; padding: 2px;">           Benefits are limited to eight (8)            In-Network/Out-of-Network            visits per lifetime for            orthoptic/pleoptic therapy.         </div>	90%	70%
<b>SPECIALIST OFFICE VISITS</b>	100%, after a Copayment of \$25 per visit.	70%



OUTPATIENT BENEFITS (Continued)	If the Covered Person uses an <u>In-Network Provider</u> , the Plan will pay:	If the Covered Person uses an <u>Out-of-Network Provider</u> , the Plan will pay:
<b>THERAPEUTIC INJECTIONS*</b> * The Primary Care or Specialist office visit Copayment amount will apply.	100%	70%
<b>THERAPY SERVICES</b>  <b>Cardiac Rehabilitation Therapy</b>  <div data-bbox="224 688 610 758" style="border: 1px solid black; padding: 2px;">Precertification is required for Cardiac Rehabilitation Therapy.</div>	90%	70%  Failure to request Precertification for Out-of-Network services may result in a 20% reduction in benefits payable for Cardiac Rehabilitation Therapy.
Chemotherapy	100%	70%
Dialysis	100%	70%
Infusion Therapy	90%	70%
<div data-bbox="215 1066 594 1136" style="border: 1px solid black; padding: 2px;">Precertification is required for Infusion Therapy.</div>		Failure to request Precertification for Out-of-Network services may result in a 20% reduction in benefits payable for Infusion Therapy.
Pulmonary Rehabilitation Therapy	90%	70%
<div data-bbox="204 1297 586 1388" style="border: 1px solid black; padding: 2px;">Precertification is required for Pulmonary Rehabilitation Therapy.</div>		Failure to request Precertification for Out-of-Network services may result in a 20% reduction in benefits payable for Pulmonary Rehabilitation Therapy.

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<b>OUTPATIENT BENEFITS</b> <i>(Continued)</i>	If the Covered Person uses an <u>In-Network Provider,</u> the Plan will pay:	If the Covered Person uses an <u>Out-of-Network Provider,</u> the Plan will pay:
<b>THERAPY SERVICES</b> <i>(Continued)</i>  Physical Therapy/Speech Therapy/Occupational Therapy   Radiation Therapy  Respiratory Therapy  <div style="border: 1px solid black; padding: 2px; width: fit-content;">             Precertification is required for              Respiratory Therapy.           </div>	90%    100%  90%	70%  Failure to request Precertification for Out-of- Network services may result in a 20% reduction in benefits payable for Speech Therapy.   70%  70%  Failure to request Precertification for Out-of- Network services may result in a 20% reduction in benefits payable for Respiratory Therapy.

<b>LIMITING AGE FOR DEPENDENTS</b>	Children under age nineteen (19). Full-time Students under age twenty-three (23). Dependent Coverage will terminate at the end of the month in which the child attains the Limiting Age for Dependents.
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Appendix 43

# AmeriHealth POS

## Summary of Benefits



### County of Camden

AmeriHealth Point-of-Service lets you maintain Freedom of Choice by allowing you to select your own doctors and hospitals. You maximize your coverage by having care provided or referred by your Primary Care Physician. Of course, with AmeriHealth Point-of-Service, you have the freedom to self-refer your care to an AmeriHealth participating specialist or to specialists who do not participate in our network; however, higher out-of-pocket costs apply.

This program may not cover all your health care services. Services may not be covered because they are:

- Not covered under your benefit contract
- Not medically necessary
- Limited by a benefit maximum (i.e. visit limit)

Your benefit description material identifies details about your benefit program. It also includes information about exclusions and benefit limitations. After reviewing this information, please contact our Member Service department if you have additional questions.

Benefit	Network	Non-Network
<b>DEDUCTIBLE</b>		
Individual	Not Applicable	\$3,000
Family	Not Applicable	\$6,000
<b>Coinsurance</b>	Not Applicable	50%
<b>Out-of-Pocket Limit</b>		
Individual	\$1,000	\$15,000
Family	\$2,000	\$30,000
<b>LIFETIME MAXIMUM</b>	Unlimited	\$5 Million
<b>DOCTOR'S OFFICE VISITS</b>		
Primary Care Services	\$20 Copayment/visit	50%, after deductible
Specialist Services	\$25 Copayment/visit	50%, after deductible
<b>PEDIATRIC IMMUNIZATIONS</b>	100%**	50%, NO deductible
<b>ROUTINE EYE EXAM</b>	\$25 Copayment/visit; one exam every two years	Not Covered
<b>ROUTINE GYNECOLOGICAL EXAM/PAP</b>	\$25 Copayment/visit	50%, NO deductible
<b>MAMMOGRAM</b>	100%	50%, NO deductible

\* Non-network providers may bill you the difference between the plan allowance, which is the amount paid by the plan, and the providers actual charge.

\*\* Office visits subject to copayment.



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Benefit	Network	Non-Network
<b>OUTPATIENT LABORATORY/PATHOLOGY</b>	100%	50%, after deductible
<b>MATERNITY</b>		
First OB visit	\$25 Copayment/visit	50%, after deductible
Hospital	\$200 Copayment per admission***	50%, after deductible
<b>INPATIENT HOSPITAL SERVICES</b>	\$200 Copayment per admission***	50%, after deductible
<b>INPATIENT HOSPITAL DAYS</b>	Unlimited	Unlimited
<b>OUTPATIENT SURGERY</b>	\$25 Copayment (facility)	50%, after deductible
<b>EMERGENCY ROOM</b> Copayment waived if admitted	\$75 Copayment	\$75 Copayment
<b>AMBULANCE</b>	100%	50%, after deductible
<b>OUTPATIENT X-RAY/RADIOLOGY</b>		
Routine Radiology/Diagnostic	100%	50%, after deductible
MRI/MRA, CT, PET Scans	100%	50%, after deductible
<b>THERAPY SERVICES</b>		
Physical and Occupational Therapy Up to 60 consecutive days per condition covered, subject to significant improvement	Covered 100%.	50%, after deductible
Cardiac Rehabilitation 36 sessions per calendar year	100%	50%, after deductible
Pulmonary Rehabilitation 36 sessions per calendar year	100%	50%, after deductible
Speech Therapy Up to 60 consecutive days per condition covered, subject to significant improvement	Covered 100%.	50%, after deductible
Orthoptic/Pleoptic Therapy 8 session lifetime maximum	100%	50%, after deductible
<b>SPINAL MANIPULATIONS</b> Up to 60 consecutive days per condition covered, subject to significant improvement	Covered 100%	50%, after deductible
<b>INFUSION THERAPY/CHEMOTHERAPY/RADIATION THERAPY</b>	100%	50%, after deductible
<b>DIALYSIS</b>	100%	50%, after deductible
<b>SKILLED NURSING FACILITY</b> maximum of 120 days/calendar year	\$200 Copayment per admission***	50%, after deductible
<b>PRIVATE DUTY NURSING</b>	100%	50%, after deductible
<b>HOSPICE AND HOME HEALTH CARE</b>	100%	50%, after deductible
<b>DURABLE MEDICAL EQUIPMENT</b>	All purchases and rentals (including repairs and replacements) are covered 100% when authorized by your Primary Care Physician	50%, after deductible; \$2,500 benefit maximum per calendar year

\* Non-network providers may bill you the difference between the plan allowance, which is the amount paid by the plan, and the providers actual charge.

\*\*\* Copayment waived if readmitted within 90 days of discharge.

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Benefit	Network	Non-Network
<b>PROSTHETICS</b>	All purchases and rentals (including repairs and replacements) are covered 100% when authorized by your Primary Care Physician	50%, after deductible
<b>NON-BIOLOGICALLY BASED MENTAL ILLNESS</b>		
Outpatient maximum of 20 visits/calendar year	\$25 Copayment/visit	50%, after deductible
Inpatient maximum of 35 days/calendar year	\$200 Copayment per admission***	50%, after deductible
<b>BIOLOGICALLY BASED MENTAL ILLNESS/ ALCOHOL ABUSE TREATMENT</b>		
Outpatient	\$25 Copayment/visit	50%, after deductible
Inpatient	\$200 Copayment per admission***	50%, after deductible
<b>DRUG ABUSE AND DEPENDENCY TREATMENT</b>		
Outpatient/Partial Facility Visits 60 visits per calendar year, 120 visit lifetime maximum	\$25 Copayment/visit	50%, after deductible
Rehabilitation 30 days per calendar year	\$200 Copayment per admission***	50%, after deductible
Detoxification 7 days per admission	\$200 Copayment per admission***	50%, after deductible

\* Non-network providers may bill you the difference between the plan allowance, which is the amount paid by the plan, and the providers actual charge.

\*\*\* Copayment waived if readmitted within 90 days of discharge.

## What Is Not Covered?

- Services not medically necessary
- Services or supplies which are experimental or investigative, except routine costs associated with clinical trials
- Hearing aids, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- Reversal of voluntary sterilization
- Expenses related to organ donation for non-member recipients
- Acupuncture
- Dental care, including dental implants or dentures, and non-surgical treatment of temporomandibular joint syndrome (TMJ)
- Music therapy, equestrian therapy and hippotherapy
- Treatment of obesity, except for surgical treatment of morbid obesity and weight loss programs provided through AmeriHealth Healthy Lifestyles<sup>SM</sup> programs
- Treatment of sexual dysfunction not related to organic disease, except for sexual dysfunction resulting from an injury
- Routine foot care, unless medically necessary or associated with the treatment of diabetes
- Foot orthotics, except for orthotics and podiatric appliances required for the prevention of complications associated with diabetes
- Cranial prostheses, including wigs intended to replace hair
- Immunizations for travel or employment
- Services or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- Cosmetic services/supplies

This summary represents only a partial listing of benefits and exclusions of the AmeriHealth POS program described in this summary. If your employer purchases another program, the benefits may differ. Also, benefits and exclusions may be further defined by medical policy. This managed care plan may not cover all of your health care expenses. Read your group contract/benefit description material carefully to determine which health care services are covered. If you need more information, please call 1-800-877-9829.

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## Services That Require Preapproval/Precertification

<p><b>INPATIENT SERVICES</b></p> <p>Surgical and non-surgical inpatient admissions</p> <p>Acute Rehabilitation</p> <p>Skilled Nursing Facility</p> <p>Inpatient Hospice</p> <p>Maternity Admission (for notification only)</p> <p><b>OUTPATIENT FACILITY/OFFICE SERVICES</b> (other than inpatient)</p> <p>PET Scans, MRI, MRA, CT, and Nuclear Cardiology</p> <p>Hysterectomy</p> <p>Cataract Surgery</p> <p>Nasal Surgery for Submucous Resection and Septoplasty</p> <p>Transplants (except cornea)</p> <p>Comprehensive Outpatient Pain Management Programs (including epidural injections)</p> <p>Obesity Surgery</p> <p>Sleep Studies</p> <p>Uvulopalatopharyngoplasty (including laser-assisted)</p> <p><b>ALL HOME CARE SERVICES</b> (including infusion therapy in the home)</p> <p><b>INFUSION THERAPY DRUGS</b> administered in an Outpatient Facility or in a Professional Provider's Office (see list included in your open enrollment packet)</p> <p><b>BIRTHING CENTER</b> (for notification only)</p> <p><b>ELECTIVE (non-emergency) AMBULANCE TRANSPORT</b></p> <p><b>OUTPATIENT PRIVATE DUTY NURSING</b></p> <p><b>PROSTHETICS AND ORTHOTICS - PURCHASE ITEMS OVER \$500, INCLUDING REPAIRS AND REPLACEMENTS (except ostomy supplies)</b></p> <p><b>DURABLE MEDICAL EQUIPMENT - PURCHASE ITEMS OVER \$500, INCLUDING REPAIRS AND REPLACEMENTS, AND ALL RENTALS (except oxygen, diabetic supplies, and unit dose medication for nebulizer)</b></p>	<p><b>RECONSTRUCTIVE PROCEDURES &amp; POTENTIALLY COSMETIC PROCEDURES</b></p> <p>Abdominoplasty</p> <p>Augmentation Mammoplasty</p> <p>Blepharoplasty</p> <p>Chemical Peels</p> <p>Dermabrasion</p> <p>Excision of Redundant Skin</p> <p>Keloid Removal</p> <p>Lipectomy/Liposuction</p> <p>Orthognathic Surgery Procedures</p> <p>Mastopexy</p> <p>Otoplasty</p> <p>Panniculectomy</p> <p>Reduction Mammoplasty</p> <p>Removal or Reinsertion of Breast Implants</p> <p>Rhinoplasty</p> <p>Surgery for Varicose Veins</p> <p>Scar Revision</p> <p>Subcutaneous Mastectomy for Gynecomastia</p> <p><b>MENTAL HEALTH / SERIOUS MENTAL ILLNESS / SUBSTANCE ABUSE / ALCOHOL ABUSE</b></p> <p>Network Outpatient Mental Health Treatment/ Substance Abuse Treatment (Not Alcohol Abuse)</p> <p>Inpatient Serious Mental Illness Treatment/ Inpatient Alcohol Abuse Treatment</p> <p>Inpatient Mental Health Treatment / Inpatient Substance Abuse Treatment</p>
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Preapproval/precertification is not a determination of eligibility or a guarantee of payment. Coverage and payment are contingent upon, among other things, the patient being eligible, i.e., actively enrolled in the health benefits plan when the preapproval/precertification is issued and when approved services occur. Coverage and payment are also subject to limitations, exclusions, and other specific terms of the health benefits plan that apply to the coverage request. Preapproval/precertification list subject to change annually.

In addition to the preapproval/precertification requirements listed above, you should contact AmarilHealth for certain categories of treatment so you will know prior to receiving treatment whether it is a covered service. This applies to network providers and members who elect to receive treatment provided by non-network providers. The categories of treatment (in any setting) include:

- Any surgical procedure that may be considered potentially cosmetic; and
- Any procedure, treatment, drug or device that represents 'new or emerging technology;' and
- Services that might be considered experimental/investigative.

**PENALTIES:**

**PDS Network:** It is the network provider's responsibility to obtain preapproval for services listed. Members are held harmless from financial penalties if the network provider does not obtain preapproval.

**PDS Non-Network:** It is the member's responsibility to initiate precertification for the services listed. The member will be subject to a 20% reduction in benefits if precertification is not obtained for the inpatient/outpatient treatment services listed above.

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## SCHEDULE C

### EMPLOYEE HEALTHCARE COST SHARING

\$20 / \$25 w/ \$200

EMPLOYEE PAYROLL DEDUCTIONS (24 pays per year)

2010

<u>Coverage Level</u>	<u>POS/HMO</u>	<u>PPO</u>	<u>RX</u>
Employee Only	\$15.46	\$22.65	\$7.05
Employee + Child(ren)	\$27.37	\$40.10	\$12.48
Employee + Spouse	\$32.47	\$47.57	\$14.81
Employee + Family	\$45.70	\$66.94	\$20.84

2011 - To be determined

2012 - To be determined

A handwritten signature in black ink, appearing to be 'JWA', located in the bottom right corner of the page.