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STORAGE

Camden

NOT CIRCULATE

AGREEMENT

Between

BOARD OF CHOSEN FREEHOLDERS, COUNTY OF CAMDEN

and

CAMDEN COUNTY CORRECTION OFFICERS' ASSOCIATION

PREAMBLE

This Agreement entered into by the Board of Chosen Freeholders, County of Camden, hereinafter referred to as the "Employer", and Camden County Correction Officers' Association, hereinafter referred to as "Representative", has as its purpose the promotion of harmonious relations between the Employer and the Representative; 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.

1. RECOGNITION

1.1 The Employer recognizes the Representative as 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 under Appendix A, attached hereto and by reference made a part of the Agreement, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Laws of 1968, Chapter 303.

1.2 This recognition shall not apply with regard to any persons employed by any autonomous or semi-autonomous bodies, boards or commissions partly or wholly supported financially by the County of Camden, or unclassified positions.

2. WORK SCHEDULES

2.1 The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive, except, for employees in continuous operations.

3. OVERTIME

3.1 Overtime refers to any time worked beyond eight (8) hours and is granted only when the employee is ordered to work by a supervisor.

3.2 Overtime shall be paid in cash. The following rules shall be employed in calculating the time.

- (a) No department head
- (b) Overtime will be computed at time and one half including Saturdays, when so ordered by a supervisor, provided such time does not fall within a regular shift of duty.
- (c) Overtime will be computed double time for Sundays when so ordered by a superior, provided such time does not fall within a regular shift of duty.
- (d) Overtime will be computed at double time for Holidays, in addition to the Holiday Pay, when so ordered by a superior provided such time does not fall within a regular shift of duty, otherwise one additional day's pay.

3.3 When an employee who is assigned to a continuous shift, performs work on the first day of regularly scheduled days off, the first such day shall be considered as a Saturday for the purposes of computing overtime, as above. When such an employee works on the second day of regularly scheduled days off, such day shall be considered as a Sunday for the purposes of computing overtime, as above.

4. RATES OF PAY

4.1 The pay scales for all employees covered by this Agreement shall be set forth in Appendix A attached.

4.2 The minimum rate shall normally be the hiring rate for each title. In any case where a position requires a person with special qualifications, upon written request of the Department Head or Freeholder Chairman of the appropriate committee, the Board of Freeholders may make such an adjustment in the hiring rate as they deem necessary to properly and justifiably fill a position.

4.3 The salary ranges authorized under these regulations shall be interpreted as exclusive of any bonus payments or longevity pay, authorized pursuant to statute.

4.4 During the term of this Agreement the pay scales will not be reduced unless mutual consent of both parties.

5. INSURANCE

5.1 There shall be no change in the Medical Insurance Coverage presently maintained and paid by the Employer on behalf of the employees except in the case of a new plan that is equivalent or better.

6. SICK LEAVE WITH PAY

6.1 Permanent employees in the County service shall be entitled to the following sick leave of absence with pay:

- (a) One working day sick leave with pay for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment and fifteen days sick leave with pay for each calendar year thereafter. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount

accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean absence from duty of an employee who is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee, or death in the immediate family. Department Heads shall be required to maintain records relative to the current status of employees' sick leave time and shall forward to the Personnel Department annually a list of unused portions of sick leave due employee. The Personnel Department shall be responsible for maintaining a record of each employees' accumulated sick leave.

- (b) If an employee is absent for three (3) consecutive working days, for any of the reasons set forth in the above rule, the appointing authority shall require acceptable evidence on the form perscribed. The nature of the illness and length of time the employee will be absent should be stated on the doctor's certificate.
- (c) At the discretion of the immediate supervisor, he may at any time require the employee seeking sick leave to submit an acceptable medical evidence. If the sick leave is not approved, the time involved during which the employee was absent shall be charged to his vacation credit, if any, otherwise, he will suffer loss of pay for such time.
- (d) An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave hereinabove set forth shall notify his immediate superior, by

telephone or personal message within one hour of the beginning hour.

- (e) Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certificate of the local department of health, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.
- (f) The total years of service after permanent appointment of each such employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available.
- (g) Temporary employees in the County service shall be entitled to the following sick leave of absence with pay:
  - (aa) One working day's sick leave with pay for each month served per annum during such temporary full time employment.
  - (bb) Employees on a daily, hourly or seasonal basis are not eligible.

## 7. LEAVE OF ABSENCE

7.1 Leaves of absence for employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise expanded herein.

7.2 Military Leave of Absence: An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such duty is not to exceed two (2) weeks.

7.3 Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with

~~the Armed Forces of the United States or with any organization~~

authorized to serve therewith or with the Armed Forces of this State in time of war or emergency or pursuant to or in connection with the operation with any system of selective service. Employees having only temporary status who enter on active duty with the Armed Forces of the United States shall be regarded as having resigned.

7.4 Leave of absences with pay: A permanent employee holding a position in the classified service who is temporarily, either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to service or for any reason considered good by the department head and the appointing authority be granted special leave of absence without pay for a period not exceeding two (2) months with the approval of the department head and the appointing authority extend such leave period not exceeding two (2) months. Any employee seeking such special leave without pay shall submit his request, in writing, stating the reasons why, in his opinion, request should be granted, the date when he desires leave to begin, the probable date of his return to duty.

7.5 Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.

## 8. FRINGE BENEFITS

8.1 Workmen's Compensation - When an employee is injured on duty he is to receive Workmen's Compensation due him plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only; which difference shall be charged against his sick leave, provided that such employee is entitled to sick leave and provided further that the employee signs a form authorizing the County

to charge the time lost to sick leave.

8.2

Severance Pay - There shall be paid as a part of the salary for persons in the classified service who have been employed by the County of Camden and who are terminated unvoluntarily because of retirement program of Camden County or the State of New Jersey, in addition to their last normal salary or wage, an additional sum which will be based on the number of years of service and at the said regular rate then existing for the title and increment level of such persons according to the following schedules:

- (a) 10 years but less than 15 years = 1 full weeks' pay
- (b) 15 years but less than 20 years = 2 full weeks' pay
- (c) 20 years or more = 3 full weeks' pay

9. SENIORITY

9.1

Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire.

9.2

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

9.3

If a question arises concerning two or more employees who were hired on the same date, the following shall apply:

- (a) If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name first preference, etc.
- (b) For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in accordance with Civil Service Rules and Regulations.

9.4

The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classifi-

ation and pay rate and shall furnish copies of same to the Representative upon request.

10. CHECK OFF

10.1 The Employer agrees to deduct the Representative monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Representative and the aggregate deductions of all employees shall be remitted, to the Treasurer of the Representative together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently existing or as may be amended.

11. HOLIDAYS

11.1 The following days are recognized paid holidays:

(a) New Year's Day; Washington's Birthday; Lincoln's Birthday; Good Friday; Memorial Day; 4th of July; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Christmas and one day at Employers' discretion; General Election Day.

11.2 Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated, at the employee's option, either immediately before or immediately following his vacation period.

12. LONGEVITY PAY

12.1 Longevity pay will be granted annually on or about December 1st in a separate check to all CLASSIFIED PERMANENT Civil Service employees, with more than ten (10) years continuous



full-time service on that date, as per the following schedule:

- (a) 10 years service = 2% of Annual Pay
- (b) 15 years service = 3% of Annual Pay
- (c) 20 years service = 4% of Annual Pay

12.2 In calculating Longevity Pay, Annual Pay, in the above schedule may not exceed \$8,000.00.

### 13. VACATION

13.1 Employees in the County service shall be entitled to vacations with pay:

- (a) Up to one year of service, one working day's vacation for each month of service; after one year and up to ten years of service, twelve working days' vacation; after ten years and up to twenty years of service, fifteen working days' vacation; and after twenty years of service twenty working days vacation.
- (b) Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation periods or parts thereof not granted shall accumulate and shall be granted during next succeeding calendar year only.

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

- (a) One working day vacation for each month served per annum during such temporary full time employment.
- (b) Employees on a daily or hourly basis are not eligible.

### 14. STRIKES AND LOCKOUTS

14.1 In addition to any other restriction under the law, the Representative will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike,

intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the Grievance Procedure for which provision is made herein and the Employer shall not cause any lockout.

- 14.2 If either of the parties or if any person violates this section, then such party or person shall be responsible for any damages resulting as a matter of consequence of such action and such damages may be recovered by appropriate action instituted in the County Court of Camden County or the Superior Court Law Division, Camden County.

15. SAFETY AND HEALTH

- 15.1 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.

- 15.2 The Employer and the Representative shall designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Representative shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities, where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for periods not to exceed one (1) hour per day.

16. EQUAL TREATMENT

- 16.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality race, religion,

marital status, political affiliation, union membership or union activities.

17. WORK RULES

17.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

18. GRIEVANCE PROCEDURE

18.1 Any grievance or dispute, which among other things shall not include a reduction in force, that might arise between the parties with reference to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1 The aggrieved employee or the Representative at request of the employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of its occurrence. A minority representative shall not have the right to present or process a grievance. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance. Upon proper presentation of a grievance, the supervisor shall then attempt to adjust the matter and shall respond to the employee or Representative within three (3) working days.

Step 2 If the grievance has not been settled, it shall be presented in writing by the Representative (or grievance committee member or employee) to the superintendent within seven (7) days after the supervisor's response is due. The superintendent shall respond to the grievance committee in writing within three (3) working days.

Step 3 If the grievance still remains unadjusted, it shall be presented by the Representative, grievance

Committee member or employee, to the Director in writing within seven (7) days after the response of the superintendent is due. The Director shall respond in writing to the Representative, grievance committee member within five (5) working days.

Step 4 If the grievance still remains unadjusted, it shall be presented by the Representative, grievance committee member or employee, to the Board of Freeholders in writing within seven (7) days after the response from the Director is due. The Board shall respond in writing to the employee, Representative or grievance committee member within fourteen (14) days.

Step 5 If the grievance remains unsettled, the Representative may within fifteen (15) days after the reply of the Board is due, by written notice to the Director of the Board, request arbitration. A request for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Representative and the Board shall mutually agree upon a longer time period within which to adjust such a demand.

18.2 With regard to subject matters not involving the expenditure of funds, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Representative, within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the State Mediation Service shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Representative shall have to strike two names from the panel. The Representative shall

strike the first name; the Employer shall then strike another name, etc., and the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by this Agreement only and his decision shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

18.3 With regard to subject matters relating to the expenditure of funds, the advisory arbitration proceedings shall be conducted pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

18.4 Expenses for the arbitrator's services and the proceedings under either Sections 23.2 or 23.3 shall be borne equally by the Employer and the Representative. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

18.5 The Representative will notify the Employer in writing of the name of its employees who are designated by the Representative to represent employees under the grievance procedure. Employees so designated by the Representative will be permitted to confer with other representatives, employees, and with Employer representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of one (1) hour per day.

18.6 Agents of the Representative, who are not employees of the Employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Representative representation matters, so long as such right is reasonably exercised and there is no undue interference with work.

progress.

19. GENERAL PROVISIONS

19.1 Bulletin boards will be made available by the Employer at each of the permanent work locations for the use of the Representative for the purpose of posting Representative announcements and other information of a non-controversial nature.

19.2 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

19.3 It is agreed that representatives of Employer and Representative will meet from time to time upon request of either party to discuss matters of general interest or 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.

19.4 The jurisdiction and authority of Employer over matters not covered by this Agreement are expressly reserved and impliedly reserved by the Employer.

20. TERMINATION

20.1 This Agreement shall be effective as the \_\_\_\_\_ day of \_\_\_\_\_, 1969, and shall remain in full force and effect until the 31st day of December, 1970. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

20.2 In the event that either party desires to terminate this

Agreement written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

21. CHANGES

21.1 Any changes, modifications or amendments of any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this agreement shall continue in full force and effect. This writing contains the entire agreement between the parties and shall not be enlarged, diminished or modified in any way without the express written approval of both parties.

APPENDIX A

<u>TITLE</u>	<u>RANGE 1969</u>	<u>RANGE 1970</u>
COUNTY CORRECTION MATRON (8 hours)	\$6000-7000	\$6300-7500
COUNTY CORRECTION MATRON (6 hours)	5200-6300	5200-6300
COUNTY CORRECTION OFFICER (8 hours)	6000-7000	6300-7500
COUNTY CORRECTION OFFICER (6 hours)	5200-6300	5200-6300
COUNTY CORRECTION SARGENT (8 hours)	6500-7500	6800-8000
COUNTY CORRECTION LIEUTENANT (8 hours)	7000-8000	7300-8500
COUNTY CORRECTION CAPTAIN (8 hours)	7500-8500	7800-9000

Increments shall be awarded as follows:

1. Effective January 1, 1969 all members of the Camden County Correction Officers Association shall receive a \$500. increase.

2. (a) Any individual with three (3) years of permanent classification as of January 1, 1970 will go directly to the maximum of his respective range.

(b) Any individual who is not permanent will go to the maximum of his range effective three (3) years from the anniversary of the date he attains permanent classification.

(c) As of January 1, 1970, the increment steps will be reduced from 4 to 3 and increments will be in three (3) \$400. installments. The three (3) step plan will only apply to permanent employees. Those that are temporary will go to \$6300. as of January 1, 1970 but will not receive any increment until permanent status is achieved.

(d) Prior to December 31, 1969 Civil Service tests shall be called for the purpose of affording members of the Camden County Correction Officers Association an opportunity to attain permanent Civil Service status. If for any reason, such as age, physical defects and/or the failure to comply with educational requirements, an employee with three (3) or more years of service, cannot qualify, said employee shall receive an increment of \$400. only upon the recommendation of the



Sheriff of Camden County. Wherein, any employee is not recommended for a merit increase, the Sheriff of Camden County shall make his reasons known in writing, to the employee and the Camden County Administrator.

3. Compensatory time - Any accumulated compensatory time remaining on December 31, 1969 shall be reflected as a line item in the 1970 budget and paid, in cash, upon its adoption. However, the cash payments shall be based upon the rate which was in effect when the time was recorded.

NOTE:

Sargents, Lieutenants and Captains in the Camden

County Correction Officers' Association shall be guaranteed compensation as follows:

1. Sargents at least \$300. more than the highest paid Correction Officer
2. Lieutenants at least \$700. more than the highest paid Correction Officer
3. Captains at least \$1,000. more than the highest paid Correction Officer.

COUNTY OF CAMDEN

By: *Thomas Shusted*

Director

Attest: *Frederick A. Brown*

Clerk

CAMDEN COUNTY CORRECTION OFFICERS' ASSOCIATION

By: *Carl J. Elger*

Attest: *Sgt. John W. Wenz*

Pursuant to section 1.1 of an Agreement entered into between the Camden County Board of Chosen Freeholders and the Camden County Correction Officers Association on August 19, 1969, the parties do agree that Appendix "A" of that Agreement should be and the same is hereby amended to read as follows:

<u>TITLE</u>	<u>RANGE 1969</u>	<u>RANGE 1970</u>
County Correction Matron (8 hours)	\$6000-7000	\$6300-7500
County Correction Matron (6 hours)	5200-6300	5200-6300
County Correction Officer ( 8 hours)	6000-7000	6300-7500
County Correction Officer (6 hours)	5200-6300	5200-6300
County Correction Sergeant (8 hours)	6500-7500	6800-8000
County Correction Lieutenant (8 hours)	7000-8000	7300-8500
County Correction Captain (8 hours)	7500-8500	7800-9000
Identification Officer	6000-7000	6300-7500
Sr. Identification Officer	6500-7500	6800-8000
Sr. Practical Nurse, Camden County Jail	6500-7500	6800-8000
Chief Admissions Officer, Camden County Jail	6000-7000	6300-7500
Cook, Camden County Jail	4900-5940	5200-6440

1. Effective January 1, 1969, all employees included within the bargaining unit as defined herein shall receive a \$500.00 increase.

2. Prior to December 31, 1969, Civil Service tests shall be called for the purpose of affording all employees within the bargaining unit defined herein, an opportunity to attain permanent Civil Service status. If for any reason, such as age, physical defects and/or the failure to comply with educational requirements, an employee with three (3) years or more of service, cannot qualify, said employee shall receive an increment of \$400.00 only upon the recommendation of the Sheriff of Camden County. Wherein any employee is not recommended for a merit increase, the Sheriff of Camden County shall make his reasons known in writing, to the employee and the Camden County Administrator.

NOTE: Sergeants, Lieutenants and Captains in the bargaining unit shall be guaranteed compensation as follows:

1. Sergeants, at least \$300.00 more than the highest paid Correction Officer.
2. Lieutenants at least \$700.00 more than the highest paid Correction Officer.
3. Captains at least \$1,000.00 more than the highest paid Correction Officer.

Recognition of the Camden County Correction Officers Association as majority representative for all of the job classifications set forth above is hereby affirmed and reaffirmed and such classifications are deemed to constitute the appropriate bargaining unit in the Camden County Jail Complex.

The said agreement in all other respects is hereby reaffirmed.

CAMDEN COUNTY CORRECTION OFFICERS ASSOCIATION:

BY *Carl J. [Signature]*

Attest: *[Signature]*

COUNTY OF CAMDEN:

BY *[Signature]*  
Director

Attest: *[Signature]*  
Clerk