

AGREEMENT
BETWEEN
CAMDEN COUNTY HEALTH SERVICES CENTER BOARD OF MANAGERS
AND
REGISTERED PROFESSIONAL NURSING UNIT #1

JANUARY 1, 2003 TO DECEMBER 31, 2006

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PREAMBLE

This Agreement entered into this 10th day of February 2005, by and between the CAMDEN COUNTY HEALTH SERVICES CENTER BOARD OF MANAGERS and the Camden County Board of Chosen Freeholders, hereinafter called the "Board", and REGISTERED PROFESSIONAL NURSING UNIT #1 LOCAL 784 WHICH IS AFFILIATED WITH DISTRICT COUNCIL 71 OF AFSCME, AFL-CIO, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the Board 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 Board and the Union.

ARTICLE I

RECOGNITION

The Board recognizes the Union as being the bargaining agent for the purpose of collective negotiations for Registered Nurses employed by the Board at the Camden County Health Services Center, County Children's Shelter, County Alcohol Centers, and County Health Department, but excluding Head Nurses, Hospital Utilization Coordinator, Supervisors of Nurses, non-professionals, managerial executives, confidential and craft employees, police and supervisors within the meaning of the Act and all other employees of the Board or the County. The classifications of employees covered by this Agreement are listed in Appendix A, attached hereto and by reference made a part of this Agreement.

ARTICLE II

CHECK-OFF AND AGENCY SHOP

- A. The Board agrees to deduct from the salaries of its employees, covered by 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 President of the Union during the month following the filing of such card authorization with the Chief Financial Officer.
- 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 Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board 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 advising of such changed deduction.
- E. Any such individual written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Chief Financial Officer. The filing of notice of withdrawal shall be effective to terminate deductions as of July 1 next succeeding the date on which the notice of withdrawal is filed.
- F. **AGENCY SHOP**
 - 1. The Board 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.
 - 2. 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.
 - 3. 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 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.

ARTICLE II cont'd

4. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the 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 Board.
- G. The Union shall indemnify, defend and save the Board 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 Board of reliance upon salary deduction authorization or the fair share assessment information as furnished by the Union to the Board, 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

UNION NOTIFICATION AND REPRESENTATION

- A. The Union shall be notified at the Employer's earliest convenience, not to exceed ten (10) working days exclusive of Saturdays, Sundays and Holidays, of any and all proposed new rules and/or modifications of existing rules governing working conditions.
- B. The Employer agrees to notify the Local Unit of all newly hired Employees represented by the Local Unit in accordance with this Agreement by sending the local the applicable Board of Managers personnel action forms within ten (10) days. An authorization card notice will not be supplied to the employee until the ninety (90) day probationary period is successfully completed.
- C. The employee and the Unit shall receive written notification of all proposed demotions, suspensions, terminations and fines by the Employer as it may relate to disciplinary measures.
- D. The employees shall be represented by no less than one steward on each shift.
- E. The employer shall be notified immediately in writing of the employee selected as the bargaining agent steward and no other shall be permitted to act as such until the employer is so notified. A shop steward may utilize up to a maximum of one hour per day with no loss of pay or benefits for purposes of investigating grievances and/or disciplinary actions. Such time cannot be accumulated and the granting of such time is subject to work requirements. In the event of an emergency requiring time in excess of one hour per day, request may be made to the steward's immediate supervisor for the granting of additional time.

ARTICLE IV

WORK SCHEDULES

- A. The regular schedule of work shall consist of eighty (80) hours in a two (2) week period. The Board's practice of scheduling work within a two (2) week cycle will continue and routine shifts for employees with the exception of special programs will be 7-3, 3-11 and 11-7.
- B. The regular starting and quitting time of work shifts will not be changed without reasonable notice to the affected employee and without first having discussed such change and the needs for same with the bargaining agent.
- C. Alternate starting time can be established on a voluntary individual basis upon agreement between the individual employee and the employer. The employee can revert to the standard shift hours after 30 days on the shift assigned in a manner which will assure that all employees will have every other weekend off.
- D. During the work shift, each employee will be granted one (1) paid meal period which will consist of forty-five (45) minutes and one fifteen (15) minute break during the shift.
- E. All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate for their multiplied by the actual number of hours that comprise their scheduled work week.
- F. The Board will, to the extent practical, post their schedule including days off, which will not be changed without reasonable notice to the affected employee, and without first having discussed such change and the needs for same with the bargaining agent. The schedule will be posted no later than 15 days before the start of the new schedule.
- G. Lateness shall be defined as clocking in for work after the start of employee's regularly scheduled working hours. Employees may be subject to docking of pay for lateness in excess of 6 minutes. Lateness for purposes of pay docking shall be calculated on a daily basis, not on a cumulative basis of minutes per week.
- H. If necessary to accomplish an ongoing task or at the request of the immediate supervisor, an employee shall work fifteen (15) minutes beyond the end of his or her regularly scheduled workday and shall not be entitled to any overtime payment. Entitlement to overtime pay shall begin eighteen (18) minutes after the end of the employee's regularly scheduled workday. Any employee shall have the right, at all times, to leave at the end of the regularly scheduled workday if there is not expressed need to work beyond that time, as determined by their immediate supervisor. In the event that the employee works a double shift, overtime for the second shift shall commence immediately. Upon the beginning of that shift, the fifteen (15) minute free provision shall apply at the end of the second shift if necessary.

ARTICLE IV (Con't.)

- I. Employees can work a flex schedule so long as the supervisor, the Union and employee mutually agree. Flex time is to be taken no later than the same pay period it was earned. If the employee cannot take the time before the end of the pay period due to the requirements of work, the time will be paid in cash or compensatory time. Employees will have the option to choose Fridays and Saturdays; or Sundays and Mondays or to remain the same for weekend work. Preference will be given based on seniority. The weekend differential will apply. If an employee chooses and is approved for a Friday/Saturday or a Sunday/Monday weekend, he/she understands that outcome will be handed on eighty hours per payperiod in Article V Overtime Section C 1. Flex time shall last for six months unless an emergency on behalf of either the employee or the Center necessitates a change. The union will be notified of such a change. Emergency situations will be reviewed by the Director of Human Resources and the Union. Unless the employee has made another agreement, an employee who under this program works every Saturday and Sunday will have consecutive weekday days off and will receive weekend differential all scheduled weekends worked.

- J. The Center and the Union that employees may work twelve hour shifts at the discretion of the Center and the employee in accordance with the following provisions:
 1. The twelve hour shifts shall be either from 7 a.m. to 7 p.m. or from 7 p.m. to 7 a.m. Employees shall be assigned to a designated shift of their choice based on availability and seniority. Employees shall not be moved between shifts unless the employee agrees.

 2. Shift schedules shall be either of the following:
 - a. The employee works 24 hours every weekend (weekend defined as the period beginning 7 a.m. Friday and ending 7 p.m. Monday) in 12 hour shifts on consecutive days. The employee shall be assigned to work the same shift and the same weekend days (i.e. Friday/Saturday; Saturday/Sunday; Sunday/Monday) every weekend unless the employee agrees to change. The employee shall be paid for 28 hours per week (a "24 for 28 hour employee").

 - b. The employee works 36 hours every week including two weekend days and one 12 hour shift during the week. Weekend shifts shall be worked on consecutive days as set forth in (a) above. The 12 hour shift to be worked during the week shall be scheduled with the agreement of the employee. If there is no agreement, the 12 hour shift shall be scheduled on the same day each week and on the day immediately before or after the weekend shift so that the employee is working 3 consecutive days per week. The employee shall be paid for 40 hours per week (a "36 for 40 hour employee").

3. Sick time shall be earned based on the hours worked. Therefore, a 24 for 28 hour employee will earn 9 sick days per year or a total of 72 hours. A 36 for 40 hour employee will earn 13.5 sick days per year or a total of 108 hours.
 - a. If an employee calls out sick, the employee shall only be paid for the hours called out. Therefore, an employee working a 24 for 28 hour schedule who calls out on their first weekend day will be paid 12 hours of earned sick time for that day and will be paid for 14 hours if the employee works the second day of their weekend shift.
 - b. Employees abusing sick time will be held to a higher standard for determining such abuse. If abuse is proven, disciplinary action may include returning the employee to their former work schedule.
4. Vacation days shall be earned based on hours paid. An employee working a 36 for 40 hour schedule will earn the full vacation allotment per year. Employees working a 24 for 28 schedule will have their annual vacation leave prorated based on 28 hours per week.
5. Holidays shall be paid at time and one-half for all hours worked on the holiday plus 8 hours of holiday pay. If the employee does not work on a holiday the employee is not entitled to holiday pay.
6. Personal time shall be earned at the rate of 24 hours per year for employees working a 36 for 40 hour schedule and at the rate of 14.4 hours per year for employees working a 24 for 28 hour schedule. Emergency personal time will be treated like sick time. Pre-approved personal time will be treated like vacation time.
7. Overtime shall be paid for all time worked (not paid) over 40 hours in any work week.
8. Shift differential shall be paid according to the time worked. For example, a 7 a.m. to 7 p.m. employee will receive evening differential from 3 p.m. to 7 p.m.
9. Weekend differential shall be paid for all weekend hours as defined in paragraph 2 above (i.e. 7 a.m. Friday through 7 p.m. on Monday).
10. An employee's work schedule may be flexed so long as both the CCHSC and the employee agree.
11. Employees who elect to work every weekend pursuant to this agreement may request to return to their former work schedule. No such employee shall have to wait longer than 6 months to have their request honored by the CCHSC. Likewise, if an employee elects to work every weekend pursuant to this agreement, and their position is eliminated for any reason, that employee shall be returned to their former position and shift or to an equivalent position on their former shift.

ARTICLE V

OVERTIME

- A. Overtime refers to any time worked beyond the regular hours of duty and is granted only when an employee is authorized to work by a supervisor.
- B. Employees on a daily, hourly, or seasonal basis are not eligible to receive overtime payments.
- C. Time and one-half (1½) the full-time employee's rate of pay shall be paid for work under any of the following conditions:
 - 1. All work performed in excess of the employee's regular hours of duty in any one day and in excess of forty (40) hours per week.
 - 2. All work performed in excess of the employee's regular scheduled hours of duty in any work week. Hours for which time and one-half (1½) pay for the hours worked on that holiday, in addition to the holiday pay.
 - 3. Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half (1½) pay for the hours worked on that holiday, in addition to the holiday pay.
- D. Employees who are required by the board to work three (3) or more consecutive shifts shall be paid double time for all time worked in excess of two (2) regular shifts.
- E. Overtime work will be distributed as equitably as possible among employees within the same classification. Employees may be asked to complete a Voluntary Overtime Unavailability Form.
- F. Employees may be required to work a reasonable amount of overtime.
- G. Employees will have the option with the approval of their supervisors of taking compensatory time in lieu of cash payment for overtime. Compensatory time off must be scheduled and approved by the Department Head.
- H. Overtime will be paid currently, or at least not later than the next pay period after overtime was worked.
- I. No overtime, either regular or double time, shall be paid when the employee is out sick, absent call or absent no call during that forty (40) hour pay week.

ARTICLE VI

COMPENSATORY TIME

Employees may opt to sell back their accumulated compensatory time at the rate current at the time it is sold. Employees may retain no more than the equivalent of ten (10) days compensatory time. Compensatory time earned must be taken or sold in accordance with the following schedule:

Schedule on Compensatory Time

Time Earned...	Must be taken or sold by...
From May 1, 2002 to April 30, 2003	April 30, 2004
From May 1, 2003 to April 30, 2004	April 30, 2005
From May 1, 2004 to April 30, 2005	April 30, 2006
From May 1, 2005 to April 30, 2006	April 30, 2007
From May 1, 2006 to April 30, 2007	April 30, 2008

Compensatory time sold will be paid by the June 15 of each year at the rate in effect at the time. Employees may always retain no more than the equivalent of ten (10) days of compensatory time for their use. When using compensatory time, the oldest accrued time will be charged first. Compensatory time taken must be pre-approved by supervision.

ARTICLE VII

CALL IN TIME

If an employee is recalled to duty, he/she shall receive a minimum guarantee of four (4) hours compensation at the overtime rate. In the event the employee's call-in time immediately precedes his regularly scheduled shift, the employee shall be paid at the overtime rate only for the period worked prior to the start of the regular shift and straight time thereafter. The Board shall have the right to retain the employee on duty for the minimum time period.

ARTICLE VIII
RATES OF PAY

- A. The pay scales for all employees covered by this Agreement shall be set forth in the salary schedule in Section H. New or additional employees hired during the term of this Agreement shall be governed by the pay scale set forth in the salary schedule in Section H.
- B. Rates of compensation provided for in these regulations are fixed on the basis of full time service in a full time position. If any position is by action of the Board, established on a basis of less than full time service, or if, with the approval of the Board, the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position (unless otherwise stated) shall be proportionately reduced in computing the rate of compensation payable for part time service.
- C. The salary authorized under this Agreement shall be interpreted as exclusive of any longevity pay authorized pursuant to statute or this Agreement.
- D. When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by the employee's prior title) from one class of title to another having a higher salary, then the employee's salary shall be adjusted to receive the lowest rate of any employee holding the title to which the promoted or reclassified employee is raised or the appropriate salary in Section H whichever is higher. In no event shall such employee's salary be less than that received in the prior title.
- E. An employee who is required to work in a higher paid classification than his own shall be certified for such work after he has performed said work for three consecutive weeks, spending at least 50% of his time in activities under the higher paid job. Employees undergoing on-the-job training will not exceed twelve (12) consecutive weeks. Any employee undergoing on-the-job training will be paid at the rate of his own classification.
- F. Continuous shift employees will be entitled to \$2.50 per hour weekend differential for scheduled time actually worked. That rate will be increased to \$3.00 per hour effective 2004 and \$3.25 per hour effective 2005. Employees who are absent on a scheduled weekend day for non-pre-approved, sick absent call, no call or emergency personal day will be required to make up the day on a scheduled weekend day off on the same shift at straight time without the differential.

Effective the first pay period of 2005, all employees covered by this agreement will receive \$.20 per hour for each hour they are physically at work Monday through Friday (weekend shifts for which weekend differential is paid are excluded). This weekday differential will be part of the base pay if employees work overtime Monday through Friday, but will not be paid if the employee is on paid leave such as sick leave, vacation leave, personal leave, bereavement leave, jury duty, medical or personal leaves, unpaid leave, etc. or for holidays when the employee is scheduled off.

ARTICLE VIII cont'd

- G. The pay scales for all employees covered by this Agreement are set forth in the attached schedules. Payment for retroactive pay will be in a separate check for each employee and shall be based on the employee's gross pay.
- H. The parties agree to renegotiate the hiring rates upon the request of either party to reflect market conditions.

REGISTERED NURSES SALARY SCALE

	2003	2004	2005	2006
Newly licensed RN	24.00	24.90	25.90	26.90
RN with 2 years exp Or 1 year specific to Geriatric/Psychiatry	24.00	25.00	26.00	27.00
RN with 3 years exp Or 2 years specific to Geriatric/Psychiatry	24.00	25.10	26.20	27.30
RN with 5-7 years exp As RN with the County	24.50	25.60	26.70	27.80
RN with 7 years or more Exp as RN with the County	25.91	27.01	28.11	29.21
MEDICAL SERVICES	26.91	28.01	29.11	30.21
ASSISTANT UTILIZATION REVIEW COORDINATOR	27.18	28.28	29.38	30.48

Nurses required to take the house will be paid at the newly appointed Supervisor's rate on an hour for hour basis.

ARTICLE VIII cont.

J. Education/Certification Program

1. Registered Nurses with either a BSN or with an ANA Base Certification shall receive a one-time bonus payment of \$500 upon completion of one year of service. If said nurse has both the BSN and Certification he/she shall receive a one-time bonus of \$1,000 upon completion of one-year service. Certification must be in geriatrics, psychiatry, or substance abuse.
2. A nurse presently on staff who earns his/her BSN or Certification shall be eligible for the same program as #1 in this section.
3. Registered Nurses with an MSN or MA in Nursing Education/Administration, Geriatrics or Psychiatry or Advanced ANA Certification in Geriatrics, Psychiatry or substance abuse shall receive a one-time bonus of \$750 upon completion of one year of service. If said nurse is both Masters prepared and certified, he/she shall receive \$1,500 of which \$750 will be given upon completion of six months of employment and the balance of \$750 upon completion of year of employment.
4. A nurse currently on staff who earns the appropriate MSN or MA or Certification shall be eligible to be paid as set forth in #3 above.
5. The maximum award to be paid in one year pursuant to this section shall not exceed \$1,500.
6. Registered Nurses will be permitted, at the discretion of the DON, to attend in-house seminars specific to their specialty of psychiatry, MICA, and/or geriatrics at no cost to them.
7. With prior approval, CCHSC will reimburse the cost of certification and re-certification for certifications issued by ANA and, at CCHSC's sole discretion, the cost for other certifications.
8. The Center will reimburse the cost of CPR certification at the 2004 certification cost to those nurses the Center requires to be certified.

ARTICLE VIII cont'd

K. **Tuition Reimbursement**

Registered Nurses on staff shall be eligible for tuition reimbursement toward either their BSN or Master Degree in Nursing after their first year of employment in accordance with the following program:

1. Nurses shall be eligible for up to twelve credits of tuition reimbursement per semester after approval by Hospital Administration at a rate not to exceed the cost of a Rutgers's Camden Undergraduate Credit.
2. All courses will be approved by Hospital Administration 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.
3. Other job-related courses may be reimbursed under the same conditions as above at the discretion of Hospital Administration.

ARTICLE IX

INSURANCE

A. The Board of Managers shall continue to provide all employees with the health benefits through the County plan. The Health Services Center may continue its self-insurance program or utilize an insurance carrier so long as substantially similar benefits as exist under the 1979 contract are provided, except as provided below:

1. Effective upon the signing of this agreement, all participants in an HMO or PPO shall be subject to a ten dollar (\$10) co-pay for all visits to a primary physician and a fifteen (\$15) co-pay for all visits to a specialist.
2. Employees shall co-pay a percentage of the cost of each prescription subject to a minimum and maximum per prescription and/or maximum per card per year in accordance with the following schedule.

EMPLOYEES WITH A SALARY UNDER \$30,000 –

Percentage Co-pays:

Retail Purchases		Mail Order Purchases
Brand Name Drugs – 7%		Brand Name Drugs – 7%
Generic Drugs – 4%		Generic Drugs – 4%
Minimum Co-pay/Prescription - \$3		Minimum Co-pay/Prescription - \$6

Maximums:

Retail Purchases/Prescription		Mail Order Purchases/Prescription
2004 - \$8		2004 - \$9
2005 - \$10		2005 - \$11
2006 - \$12		2006 - \$13

Maximum per Card (including all covered dependents)/Year
2004 - \$400
2005 - \$450
2006 - \$500

EMPLOYEES WITH A SALARY OF \$30,000 – \$50,000

Percentage Co-pays:

Retail Purchases		Mail Order Purchases
Brand Name Drugs – 8%		Brand Name Drugs – 8%
Generic Drugs – 5%		Generic Drugs – 5%
Minimum Co-pay/Prescription - \$3		Minimum Co-pay/Prescription - \$6

Maximums:

Retail Purchases/Prescription		Mail Order Purchases/Prescription
2004 - \$10		2004 - \$11
2005 - \$12		2005 - \$13
2006 - \$14		2006 - \$15

Maximum per Card (including all covered dependents)/Year
2004 - \$700
2005 - \$750
2006 - \$800

EMPLOYEES WITH A SALARY OF \$50,000 – \$70,000

Percentage Co-pays:

Retail Purchases		Mail Order Purchases
Brand Name Drugs – 9%		Brand Name Drugs – 9%
Generic Drugs – 6%		Generic Drugs – 6%
Minimum Co-pay/Prescription - \$3		Minimum Co-pay/Prescription - \$6

Maximums:

Retail Purchases/Prescription		Mail Order Purchases/Prescription
2004 - \$12		2004 - \$13
2005 - \$14		2005 - \$15
2006 - \$16		2006 - \$17

Maximum per Card (including all covered dependents)/Year
2004 - \$1,100
2005 - \$1,300
2006 - \$1,500

EMPLOYEES WITH A SALARY OF OVER \$70,000 –

Percentage Co-pays:

Retail Purchases		Mail Order Purchases
Brand Name Drugs – 11%		Brand Name Drugs – 11%
Generic Drugs – 8%		Generic Drugs – 8%
Minimum Co-pay/Prescription - \$5		Minimum Co-pay/Prescription - \$8

Maximums:

Retail Purchases/Prescription		Mail Order Purchases/Prescription
2004 - \$14		2004 - \$15
2005 - \$16		2005 - \$17
2006 - \$18		2006 - \$19

Maximum per Card (including all covered dependents)/Year
2004 - \$1,300
2005 - \$1,500
2006 - \$1,700

3. Employees are encouraged to utilize the services of "Preferred Providers". The County will be responsible for designating such "Preferred Providers". This program is strictly voluntary and shall not reduce the level of benefits currently provided pursuant to the County's self-insured health benefit program.
 - a. Employees will be advised by the County of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one (1) full year.
 - b. Certain other "Preferred Providers" as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.
 - c. Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in an HMO program.

ARTICLE IX cont'd

4. a. In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted, the County will only pay for fifty percent (50%) of the total cost of said surgery and all related treatment and services. Participants contemplating elective surgery which requires a second opinion must contact the administrator of the County's Self-Insured Benefits Program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
2. Cataract Removal
3. D & C (Dilation and Curettage)
4. Hemorrhoidectomy
5. Herniorrhaphy
6. Hysterectomy
7. Knee Surgery
8. Spinal and Vertebral Surgery
9. Ligation and Stripping of Varicose Veins
10. Mastectomy or other Breast Surgery
11. Prostatectomy
12. Submucous Resection
13. Tonsillectomy and/or Adenoidectomy

- b. All hospitalizations of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants must contact the Administrator of the County's Self-Insured Benefits Program to arrange for this pre-certification. Decisions which deny pre-certification may be appealed to the plan administrator. Employees not getting pre-certified will be liable for ½ the cost of the hospitalization. If the employee does not follow this procedure, the County's self-insured plan will only pay fifty percent (50%) of the costs associated with the selected procedure.
5. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

ARTICLE IX cont'd

PROCEDURES WHICH MUST BE PERFORMED ON AN OUTPATIENT BASIS

1. Tonsillectomy and/or Adenoidectomy
 2. Simple hernia repair
 3. Excision of skin lesions and cysts
 4. Minor gynecological procedures
 5. Cataract Removal
 6. Dilatation and Curettage
 7. Tubal Ligation
 8. Knee Surgery
 9. Bunionectomy
 10. Submucous Resection
 11. Biopsies
 12. Correction of Hammer Toe
 13. Removal of Foreign Body
 14. Vasectomies
 15. Bronchoscopy
 16. Laryngoscopy
 17. Minor Fractures
6. Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.
7. There will be no benefits paid under the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.
8. Participants in the County's self-insured health benefits program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program, which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent

ARTICLE IX cont'd

(50%) of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.

9. When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.
10. Mental Health and Substance Abuse benefits under the County's self-insured health benefits program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.
11. Benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
12. Effective January 1, 1993, the County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or retirees claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the amount that the self-insured plan would normally cover - as if it were the primary plan.
13. All employees hired between October 2, 1995 and the signing of this Agreement shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
1	20%
2	18%
3	16%
4	14%
5	12%
6	10%
7	8%
8	6%
9	4%
10	0%

All new employees hired after the signing of this Agreement shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

Years of Employment	Percentage of Co-pay
1	20%
2	20%
3	17%
4	17%
5	13%
6	13%
7	10%
8	10%
9	10%
10	10%
11	0%

All deductions are limited to a maximum of 5% of an employee's base gross pay.

The employee co-pay, however, will be reduced on an annual basis as follows: If the employee joins the lowest cost health insurance plan available at the annual period of open enrollment, employee shall be entitled to a credit towards his/her percentage co-pay equal to the difference between the lowest cost plan available and the average cost of all the other health insurance plans available. The employee shall receive the credit on the first two pays of each month. The credit may not exceed the employee's percentage co-pay. The average cost shall be determined by taking the costs for the County's self-insured traditional indemnity plan and the County's self-insured PPO plan at the prior year's rates with the existing HMO's at the current rates, subtracting the lowest cost plan and then dividing the remaining costs by the remaining total number of plans. Average costs shall be separately calculated for each type of coverage, i.e. single, husband/wife, parent/child and family. The employee must remain in the lowest cost plan for the entire year in order to be entitled to the credit. If at any open enrollment period an employee elects not to remain in the lowest cost major medical plan, the applicable employee percentage co-pay pursuant to this Section shall be based solely on the employee's years of employment with the County and/or Center.

14. Any participant who is ineligible for retirement and who ceases to be employed by the Board of Managers for any reason other than termination for disciplinary reasons may purchase such health benefits for a period not to exceed 120 days at a cost of fifty percent (50%) of the County's actual cost.

15. All employees who retire from the Board of Managers on or between July 1, 2003 and the signing of this Agreement, and who, at the time of retirement: (a) have retired on an ordinary disability pension, or (b) have at least 25 years of service credit in a State or locally administered retirement system, or (c) are age 62 or older with at least 15 years of County service, shall be entitled to receive all health and prescription benefits as set forth in Section A above at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the Board of Managers and adjusted on an annual basis:

<u>Years of County Service</u>	<u>Percentage of Co-Pay</u>
0-5 years	COBRA coverage only
5 to 10 years	20%
10 to 15 years	15%
15 to 25 years	10%
25 years and over	0%

The County will pay one hundred percent (100%) of the health insurance premiums for a plan providing benefits as required in Section A above for a County employee who has retired on an accidental disability pension.

Employees who retire after the signing of the Agreement and who, at the time of retirement: (a) have retired on an ordinary disability pension, or (b) have at least 25 years of service credit in a State or locally administered retirement system, or (c) are age 62 or older with at least 15 years of County service, shall be entitled to receive all health and prescription benefits as set forth in Section A above at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the Board of Managers and adjusted on an annual basis:

<u>Years of County Service</u>	<u>Percentage of Co-Pay</u>
Under 10 years	COBRA only
10 to 15 years	25%
15 to under 20 years	20%
20 to under 25 years	5%
25 years and over	0%

The County will pay one hundred percent (100%) of the health insurance premiums for a plan providing benefits as required in Section A above for a County employee who has retired on an accidental disability pension.

The parties recognize that the term "Years of County Service" in this provision dealing with health benefits upon retirement, includes only years of service with the County of Camden, Camden County Library, Camden County Health Services Center Board of Managers, Camden County Superintendent of Elections, Pollution Control Finance Authority, or an agency or department thereof, and does not include any time during which the employee was employed by any other employer.

- B. The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age 65, but only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the term of this Agreement.
- C. Any employee covered by this Agreement may chose, in writing, at any time, 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 a dental plan and/or health insurance and/or prescription plan through a working spouse or who chose not to maintain the County's dental plan and/or health coverage and/or prescription plan. Employees may opt out at any time during the year but must remain in the program for one full year. This program is available to retirees. The opt out amount will be based on the average of all the plans.
- D. Effective January 1, 1996, the Board of Managers will enroll all employees in the New Jersey Temporary Disability Benefits Plan.
- E. The Board of Managers and the Union agree to co-market the following insurance programs to current and retired employees:
 - 1. Mail order prescription plan
 - 2. Health and/or prescription opt out program
 - 3. Preferred Provider Organizations (PPO)
 - 4. 65+ Medicare Plan for retirees

The Board of Managers and the Union agree that the Board of Managers will re-enroll employees in the health and prescription plans once every two years in order to verify dependent coverage.

- E. All health and prescription coverage for dependent children under all plans will end at the end of the month the dependent child reaches age 19, if the child is not in school, or at the end of the month the dependent child reaches age 23, if the child is in school. Children who are permanent dependents as a result of a disability are covered for the life of the employee or as long as the employee maintains eligibility for health benefits.
- F. Effective upon the signing of the agreement, the amount of opt out incentive paid shall be the rate paid in 2003 for each coverage. No health/prescription opt-out or dual coverage will be allowed for spouses or dependents if both are on the County/Health Services Center payroll and would otherwise be eligible for benefits. The two employees must choose one coverage only. No health/prescription opt-out will be allowed for employees who are elected officials in municipalities if they receive health benefits from the municipality. No health/prescription opt-out will be allowed for employees who are retirees from another public entity in New Jersey and are receiving health benefits from that public entity.
- G. Employees shall be responsible for any extra cost incurred by the County/Health Service Center if there is a change in life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and where they do not report such change to the County Insurance Division within 90 days of the change. However, no employee will be required to pay more than \$3,000 for such costs.
- H. Employees on leave shall be required to pay a percentage of the premium for health and prescription benefits in accordance with the following schedule:

For Employees on Personal Leave	
Employees with a Gross Base Salary of Under \$30,000	20%
Employees with a Gross Base Salary of \$30,000 up to \$50,000	30%
Employees with a Gross Base Salary of \$50,000 up to \$70,000	40%
Employees with a Gross Base Salary of \$70,000 and Above	50%

For Employee on Medical Leave	
First Three Months of Leave	0%
Months Four, Five, and Six of Leave	15%
Months Seven, Eight, and Nine of Leave	20%
Months Ten and Over (up to maximum permitted)	30%

ARTICLE X

SICK LEAVE WITH PAY

- A. Sick leave is hereby defined to mean absence of any employee from duty because of personal illness or injury which prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family who is seriously ill and requires the presence of the employee.
- 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, children, or foster children of the employee, grandmother, grandfather and grandchildren.
- C. Any employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one hour before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Failure to give such notice may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action. Pre-approved sick time is that time requested by the employee and approved in writing by the employee's supervisor.
- 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 ¼) 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.
- E. If any employee is absent for five (5) consecutive workdays (or after fifteen (15) days sick leave in any one (1) year for any reason set forth in the above rule), the Board may 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 illness. 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.
- 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.

ARTICLE X cont'd

- I. Full-time temporary employees in the Board 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. Unused Sick Time
 - 1. Unused sick time up to a maximum of ten (10) days will be payable to employees covered by this Agreement on or about January 15 for the preceding contract year. All sick leave in any year shall be initially charged against the unused sick leave for the year in which it is taken and then against any accumulated sick leave for prior years.
 - 2. The employee has the right to elect to continue accumulating sick leave as per Civil Service rules or to take cash payment as provided above. The employee must select one of the two options. In either event, such choice must be made in writing to the department head no later than November 15 of each contract year.

ARTICLE XI

MILITARY LEAVE

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 XII

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 Chief Financial Officer.

ARTICLE XIII

COURT TIME

Employees shall be given time off without loss of pay when commanded to appear as a witness and not a party at any proceeding where said employee must give testimony except for appearances in connection with any activities noted in Article XXV.

ARTICLE XIV

EMERGENCY LEAVE

Employees 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 XV

BEREAVEMENT LEAVE

- A. In the event of the death of an employee's mother, father, brother, sister, spouse, child, foster child or grandchild, the employee shall be granted time off without loss of pay, but in no event to exceed four (4) consecutive working days, one (1) of which shall be the day of death or the day of the funeral.

- B. In the event of the death of an employee's mother-in-law, father-in-law, grandmother, grandfather, brother-in-law or sister-in-law or significant permanent human member of the household with an intimate personal relationship with the employee, the employee shall be granted time off without loss of pay, but in no event to exceed three (3) working days, one (1) of which shall be the day of death or the day of the funeral.

ARTICLE XVI

MATERNITY LEAVE

- A. Notification of pregnancy shall be made in writing to the Board no later than the sixth (6th) 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 initially 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.

- D. An employee returning from maternity leave will be restored to the employee's job classification at the then appropriate rate of pay, with no loss of seniority.

ARTICLE XVII

PERSONAL DAYS

- A. All full-time bargaining unit personnel shall enjoy (3) three personal days credited at the beginning of each year for personal, business, household or family matters described in this Section and shall be non-cumulative. Part-time employee's personal time shall be prorated and credited at the beginning of each year.
- 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 general reasons therefore; must be submitted at least one (1) full working day 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.
- E. A personal day shall not be granted for a day preceding or following holidays or vacations without pre-approval.
- F. Personal Education Leave will be granted in accordance with N.J.A.C. 4:1-17.7.

ARTICLE XVIII

WORKERS' COMPENSATION

- 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 not gross salary during the period of temporary disability, to a maximum of forty-five (45) working days. Employees entitled to Temporary Disability under Workers' Compensation will receive regular payroll checks for the first forty-five (45) days. During that period, the temporary disability check will be signed over to the Board. Thereafter, in the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible Employee will continue to receive the 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.

ARTICLE XIX

FRINGE BENEFITS

- A. Employees required to travel on authorized, necessary Board business and who are required to use their personal vehicle shall be reimbursed at the appropriate IRS rate per mile. If the Board increases the reimbursement rate for management, this rate will likewise be increased to the same new rate."

- B. If criminal or civil proceedings are brought against an employee for action arising during the course of and in the scope of his employment, the Board shall provide legal counsel.

- C. The employer will enroll employees covered by this Agreement in the County Dental Plan.

ARTICLE XX

SENIORITY

- A. Seniority shall be defined as an Employee's total length of service with the Employer beginning with his or her original date of hire. Service will be considered broken, for the purposes of this Article, if an Employee who has served continuously with the Employer for at least one (1) year: (1) should resign his or her position and not be rehired by said Employer within three (3) months of said resignation; (2) should retire; (3) should be dismissed for cause; (4) should request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Employer; (5) should be Absent Without Leave for more than five (5) days; (6) should be laid off for more than six (6) calendar months of the date of the Employee's initial layoff.
- B. If an Employee sustains a break in service (as distinguished from an authorized leave of absence) he or she shall not accrue seniority credits for the time when he was not employed by the Employer.
- C. Every three (3) months the Hospital will provide the Union with a seniority list showing the names, job titles and dates of hire of all employees in the bargaining unit.
- D. If a question arises concerning two (2) or more employees who are hired on the same day, preference shall be given in alphabetical order of the employee's last name, except for employees hired prior to January 1, 1981 whose seniority shall be determined by the order in which the employees are shown on the Board's payroll records.
- E. Except where New Jersey Civil Service statutes provide otherwise, in cases where promotions, lay-offs, recalls, and vacation schedules are concerned, an Employee with the greatest amount of seniority shall be given preference provided the Employee has the ability to perform the work involved.

ARTICLE XXI

HOLIDAYS

A. All holidays are separated as follows:

FLOATING HOLIDAYS

Martin Luther King Day
Columbus Day
Presidents Day
Veteran's Day
Election Day
Friday before Labor Day

CHOICE HOLIDAYS

New Years Day
Christmas Day
Good Friday or Passover

ESTABLISHED HOLIDAYS

Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Employee's Birthday

Established and choice holidays shall be celebrated on the day on which they are observed and employees shall normally receive the day off, with pay. If required to work, they shall be entitled to holiday pay in addition to their regular pay. Employees on a seven day schedule, only, shall be entitled to choose when they will celebrate choice holidays by selecting either New Years Eve, New Years Day or the day after New Years for the New Years Day holiday; either Christmas Eve, Christmas Day or the day after Christmas for the Christmas Day holiday; and, either Good Friday or Passover.

Employees must submit three options for minor floating holidays 2 weeks prior to the posting date of the schedule in which the holiday occurs. Monday thru Friday employees will submit their three choices two weeks before the celebrated day of the holiday. The three options must be Monday through Friday and must be within the time period covered by the schedule to be posted. When there is a conflict due to staffing, the Board will use seniority to determine who gets which days off. In any case, the employee must be given one of three choices. Those employees who select fewer than three days will have a day assigned within that period if they cannot be accommodated on the day they want.

B. Holidays which fall within an employee's vacation period shall be celebrated on the day it occurs and will not be counted against 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.

ARTICLE XI cont'd

- 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.
- E. When the Board of Managers declare by formal action a day off for all Board 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 (½) the day will receive a whole day as compensatory time.
- F. If a holiday falls on an employee's regularly scheduled day off, the employee will receive a day off at the regular rate on a future date mutually scheduled and approved by the employee's supervisor within the same pay period
- G. In order to be eligible to receive holiday pay, an employee must work the day before and the day after the holiday, unless he or she is specifically scheduled to be off because of assignment to a continuous operations shift.
- H. All part time employees will be entitled to holidays on a proportionate basis and will be paid holiday pay for holidays worked. If the part-time employee is scheduled for the holiday off, the employee will receive straight pay for that day. Employees' reimbursement for holidays will not exceed the prorated number of holidays to which they are entitled.
- I. Holiday premium pay is not considered overtime and is not subject to Article V, Overtime, Section J (sick time exclusive).

ARTICLE XXII

LONGEVITY

- A. Longevity pay will be granted annually on or about December 1st of each year in a separate check to all employees with five (5) or more years of full-time service on that date, as per the following schedule:

5 years of service	-	2% of annual pay	-	\$600 maximum
7 years of service	-	3% of annual pay	-	\$800 maximum
10 years of service	-	5% of annual pay	-	\$1,000 maximum
15 years of service	-	6% of annual pay	-	\$1,200 maximum
20 years of service	-	7% of annual pay	-	\$1,400 maximum

In computing longevity pay, the effective date shall be January 1st. If an employee leaves the service of the Board prior to December 1st, longevity will be based on his length of service as of December 1st of the current year, pro-rated and paid at time of termination. If the employee is deceased, his longevity shall be pro-rated and paid to his estate, as per the above provisions.

- B. Longevity Pay will likewise be granted annually on or about December 1st of each year in a separate check to all part-time Civil Service employees, with five (5) or more years part-time service on that day, on a pro-rated basis, as per the above schedule and provisions.
- C. In calculating longevity pay, the time an employee has served with Camden County under CETA or similar Federal Programs or any Grant Program when the employee is subsequently hired on the regular County payroll shall be counted, provided there has been no break in the service.

ARTICLE XXIII

DIFFERENTIAL PAY

- A.
 - 1. Employees permanently assigned to the 2nd shift will be compensated at an additional rate of 10% of the hourly rate provided such employee's regular work day schedule is eight (8) or more hours.
 - 2. Employees permanently assigned to the 3rd shift shall be compensated at an additional rate of 8% of the hourly rate, provided such employee's work day schedule is eight (8) or more hours.
 - 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.
- B. Any employee who is requested and returns to work during a shift other than his/her regularly scheduled shift, shall be paid any differential which pertains to that particular shift.
- C. No differential will be paid for any sick time taken.

ARTICLE XXIV

VACATIONS

- A. Employees in the Board shall be entitled to vacation as follows:
1. Permanent full-time employees of the Board shall be entitled to the following annual vacation with pay:
 - a. Up to one year of service, one working day's 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.
 2. Provisional full-time employees of the Board 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.
- 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 may be carried forward into the next succeeding year only and will be scheduled to be taken in the next succeeding year provided in no event will an employee be permitted to take more than four (4) consecutive weeks of vacation in any one year. However, if in the second year, due to the pressure of work as determined by the Board, the employee still has accumulated vacation that will be lost, the employee has a right to sell that time only.
- 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.

ARTICLE XXIV cont'd

- 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.
- 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. The scheduling of all vacations is subject to approval of the employee's Department Head. For vacations of one (1) week or longer, the Department Head will advise the employee of the approval or disapproval of the requested vacation time.

ARTICLE XXV

STRIKES AND LOCKOUTS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support any strike, including sympathy strike (i.e. the concerted failure to report for duty or stoppage of work, work stoppage, slow-down, walkout or other job action) against the Board. 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 including publicly disavowing such action and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Board 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 Board agrees that it will not engage in the lockout of any of its employees.

ARTICLE XXVI

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. Employees covered by this Agreement will not be required to either violate or work under conditions which violate the New Jersey State Nursing Practice Act.

- B. The Employer and Representative shall designate a safety committee member for each unit of representation. They shall meet periodically as necessary to review the condition in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Registered Professional Nursing Unit shall be permitted, upon prior notice to and authorization of the Board's designated representative, a reasonable opportunity to visit work locations throughout the board'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 five (5) hours per week, unless additional time is authorized by the Superintendent or Executive Director of the Hospital.

- C. 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.

- D. An RN may use reasonable force as is necessary to protect herself from unprovoked attack, when reasonable withdrawal is not possible, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a patient.

- E.
 - 1. RN's will promptly report cases of assault suffered by them in connection with their employment, to the appropriate Director of Nursing.

 - 2. Such notification will be immediately forwarded to the Executive Director. The Executive Director and Counsel will act in appropriate ways as liaison between the RN, the police and the courts.

ARTICLE XXVII

EQUAL TREATMENT

- A. The Board 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 Board 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 Board or the Union against any member because of member's membership or non-membership or activity or non-activity in the Union.
- C. The Board may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced insofar as practicable.
- 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 Board agrees to notify the Union of said rules or changes.
- E. No employee shall be disciplined without just cause.

ARTICLE XXVIII

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.
- C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, this agreement, and administrative decisions affecting them. With regard to the Board, 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.
- 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 ten (10) 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 ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.
- Step Two:** If no agreement can be reached orally within five (5) work days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) work days thereafter to the Division Administrator as designated by the CEO. 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 Division Administrator will answer the grievance in writing within ten (10) workdays of receipt of the written grievance. Prior to any hearing but at least twenty days after the filing of the grievance, the Union and management will meet at either party's request to attempt to resolve the grievance amicably.

ARTICLE XXVIII cont'd

Step Three: If the Union wishes to appeal the decision of the Division Administrator, such appeal shall be presented in writing to the Human Resources Office for presentation to the designated hearing officer at a hearing within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The designated hearing officer shall notify the Union, conduct a hearing, and thereafter will respond in writing to the grievance within twenty (20) work days of the submission

Step Four: If either party wishes to appeal the decision of the Labor Relations Committee, such appeal shall be presented in writing to the CEO within ten (10) workdays thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The CEO, or his designee, shall respond in writing to the grievance within fifteen (15) workdays 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 Board and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E. 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. 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 CEO, the designated Union Representative shall be permitted to confer with members of the Grievance Committee, employees, and other Board officials on specific grievances 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 Health Services Center, 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 the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder,

ARTICLE XXVIII cont'd

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.

- H. In the event that the aggrieved elects to pursue remedies available through Civil Service or EEO or Civil Rights, 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 CEO 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 XXIX

SEPARABILITY AND SAVINGS

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 XXX

DISCIPLINE

The Employer will have the right to discharge, suspend or discipline an employee covered by this Agreement for just cause. In the case of suspension and/or discharge, the employer will notify the Union in writing within two (2) working days (exclusive of Saturdays, Sundays and Holidays) of such action. The employer shall treat all employees covered by this contract equally in all matters of disciplinary action.

Whenever a disciplinary action is initiated, the employee or Union representative, upon request, shall be provided with copies of documentation in management's possession concerning said disciplinary action which management intends to produce as part of any disciplinary action. Additionally, when such a disciplinary action is contested, the employee or Union representative shall provide the Office of Human Resources with copies of any documentation that the employee or Union representative intends to use at the hearing. All documents shall be exchanged simultaneously no less than four (4) business days before the first scheduled hearing date.

ARTICLE XXXI

LABOR MANAGEMENT COMMITTEE FOR JOB SECURITY

- A. The employees and the management of CCHSC are committed to providing every patient with the best quality of care. The parties recognize that this can best be accomplished by working together in a full partnership between Labor and Management, and must be done so by working within the financial limitations of the Center and the health care industry.
- B. We understand that we together must consider the need for flexibility, a qualified and satisfied work force and maximize job security and better working conditions. We must work within the guidelines of the State and Federal regulations and the context of the language of the existing collective bargaining agreements.
- C. It is our goal that the Committee make recommendations to the parties to enable them to reach agreement on all issues by consensus and develop a relationship based on mutual respect and trust.
 - 1. In the event of staff reduction, the appropriateness and numbers of layoffs may be evaluated by the labor/Management Committee after the gathering of financial facts, information on job trends and emerging skills, and new job classifications.
 - 2. The Labor/Management committee will undertake an analysis of why part-time employment exists. It will measure which areas can be developed to create more full time employment.
 - 3. The Labor/Management Committee will submit their findings and recommendations to the CEO and the Board of Managers.
 - 4. In the event of the sale, privatization, or merging of CCHSC, the Unions will be given the opportunity to develop an employee based company to bid for a contract that will provide the service needed for staffing.
 - 5. The Labor/Management Committee will appoint a member on a quarterly rotational basis to attend public Board of Managers meetings and closed sessions at the invitation of the board and report back to the Labor/Management Committee. Generally, the Board at its discretion, may invite the representative into closed sessions concerning potential layoffs, staff reductions or the privatization, sale or merging of any part of CCHSC. The appointment must be approval by the CEO and serves at the pleasure of the Board of Managers.

ARTICLE XXXII

MANAGEMENT RIGHTS

- A. The Camden County Health Services Center Board 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 administrative control of the Health Services Center 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 Board.
 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 the 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 Board 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 Center.

ARTICLE XXXII cont'd

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

- C. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE XXXIII

UNIFORM ALLOWANCE

All employees shall receive an annual allowance for uniforms, clothing and maintenance of \$300 for 2003 and \$350 for 2004 and thereafter. The allowance shall be prorated on the actual number of weeks employed.

ARTICLE XXXIV
NEWLY CREATED POSITIONS AND JOB TITLES

- A. The Union has the right to approach management to negotiate differential pay for unique internal titles that the Center has a need to fill.

- B. The Center agrees to post all open positions for seven calendar days. Where there is a question as to whether a position should be posted, the Center and the Union will consult as to the suitability of posting the position. At the time of application, the applicant will be given proof that he/she has applied. Employees will be notified five calendar days after the position is filled.

ARTICLE XXXV

UNION DAYS

The Union shall be allowed a total of 100 days over the course of this contract to be utilized by the Union for the purpose of attending conventions, seminars, conferences, and meetings necessary to advance the knowledge of its members for both education of administering the union contract and furthering the continuing education of its members in the business of healthcare and the art of nursing. The Union will give the Center two weeks notice or as soon as practicable of its intention to use union days.

ARTICLE XXXVI

PROBATIONARY PERIOD

Full time new hires will have a 90 day probationary period where they are not permanent. Part time employees will be required to serve six months.

ARTICLE XXXVII

DURATION

This Agreement shall be in full force and effect as of January 1, 2003 shall remain in effect to and including December 31, 2006, without any reopening date. All economic sections of this Agreement shall be prospective from date of signing of this Agreement except as otherwise noted. 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 then 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 Camden County Health Services Center, New Jersey on this date 2/11/05.

RPNU #1

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

CCHSC/BOM

[Handwritten Signature]
