

AGREEMENT

between the

**Camden County Health Services Center
Board of Managers**

and

**American Federation of State, County, and
Municipal Employees, AFL-CIO
District Council 71
LOCAL 2307**

January 1, 2007 to December 31, 2010

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PREAMBLE

This Agreement entered into this *13th* day of *March*, 2009, by and between the Camden County Health Services Center Board of Managers, hereinafter called the "Board", and Local 2307 which is affiliated with District Council 71 of the American Federation of State, County and Municipal Employees, 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

- A. The employer recognizes the Union 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 in Exhibit A, which is part of this Agreement.

- B. Specifically excluded from the bargaining unit are all supervisory classifications and all other employees of the Board not specifically enumerated in Exhibit A, which is attached hereto. This recognition shall not be interpreted as having the effect of abrogating the rights of employees as established by the Laws of 1974, Chapter 123.

ARTICLE II - CHECK-OFF

- A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME District Council 71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14159e, as amended, and members shall be eligible to withdraw such authority during July of each year.
- B. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the Board.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of the 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 Local Union shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board an official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.
- E. The Union will provide the necessary "Check off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Chief Financial Officer.
- F. 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 Union or by the Board in reliance upon the official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.
- G. The Board agrees to deduct the monthly credit union deduction from the pay of those employees who request in writing that such deduction be made. This provision is made subject to the legality of the deductions, and if subsequently determined that said deductions cannot be made, the Board shall not make said deductions.

ARTICLE IIA - AGENCY SHOP

- A. 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.
- B. The deductions shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of fair share assessment must also be furnished to the New Jersey Public Relations Commission.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty five (85%) percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.
- E. The Union shall establish and maintain a procedure whereby an individual who is paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F. The Union shall indemnify, defend, and save the Board harmless against any and all claims, demands, suit, or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards 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 to and signed by the President of the Local Union, advising of such changed deduction.

ARTICLE III - WORK SCHEDULES

- A. The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday inclusive, except for Building Maintenance Workers and those employees who are assigned to continuous operation shift as set forth below.
 - 1. Non-continuous operation shift employees are employees (including skilled and unskilled) in maintenance and engineering employees.
 - 2. Continuous operation shift employees are all those employees other than non-continuous operation shift employees as defined above.
- B. The regular starting time for the work shifts will not be changed without one (1) week's notice except in case of emergency, to the affected employee-, and without first having discussed the need for such changes with the Union. Within thirty (30) days after the signing of this Agreement, the Board will furnish to the Union a list of those persons and/or positions having the authority to designate an emergency with respect to the notification provisions of this section.
- C. Where continuous operations are required on a twenty-four hour per day, seven day per week basis, employees assigned to such a schedule will have their work assignment arranged in a manner which will provide approximately one half (1/2) of the Saturdays and Sundays off to all such employees in each calendar year.
- D. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority, as defined in Article XII. Such preference will be exercised only when vacancies occur or when, for other reasons changes in the number of employees per shift are being made. In no instance will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.
- E. Institutional Attendants should report 15 minutes before their normal starting time without compensation for the purpose of coordinating with the next shift.
- F. 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. As much notice as is practicable will be given when an emergency causes such a change. Flex time must have the agreement of the employer, the employee, and the employee's bargaining unit.

ARTICLE IV - OVERTIME

- A. Vacation time and personal time will count towards the eighty hour base in calculating overtime. Overtime is defined as any time worked beyond eighty (80) hours in a two (2) week period and it is granted only when the employee is authorized to work by a supervisor. Sick time taken during a pay period will not count towards the eighty hour base in calculating overtime.
- B. Time and one half (1 ½) the employee's regular rate of pay shall be paid for work under any of the following conditions:
 - 1. All work performed in excess of eighty (80) hours in a two (2) week period except those hours for which time and one half (1 ½) or double time is paid which shall not be included in the eighty (80) hour base.
 - 2. All work performed on Saturday, except for employees assigned to continuous operation shifts.
 - 3. Employees on continuous operations who are required to work a holiday shall receive time and one half (1 ½) for the hours worked on that holiday, in addition to pay for that day.
- C. Double time the employee's regular hourly rate of pay shall be paid for work performed under any of the following conditions:
 - 1. All work performed on Sunday, except for employees assigned to continuous operation shift.
 - 2. For holidays in addition to the holiday pay, provided such time does not fall within a regular shift of duty.
 - 3. All work performed in excess of sixteen (16) consecutive hours of work.
- D. When employees assigned to continuous operation shift perform work on the sixth consecutive day of their scheduled work week, such day shall be considered as a Saturday for the purpose of computing overtime, as set forth above. When such employees work on the seventh consecutive day of their scheduled work week, (providing such employee has worked six prior consecutive days) such day shall be considered as a Sunday for the purpose of computing overtime, as stated above.

ARTICLE IV (cont.)

- E. In so far as practicable, overtime shall be distributed as equally as possible among the employees within the same classification. Overtime will be rotated with the more senior employee being given the opportunity of working overtime provided the employee has the ability to perform the work required. If in the event the assignment of overtime is necessary, such assignment shall be made in reverse order of seniority and employees may be required to work a reasonable amount of overtime.
- F. Overtime shall be paid currently, or at least no later than the second pay period after overtime was performed.
- G. For work performed on a holiday, an employee will be entitled at his option to receive payment in cash or compensatory time off subject to the approval of his immediate supervisor. If the employee is unable to take the compensatory time off before the end of the calendar year in which such time was earned, the employee will be entitled to sell such compensatory time.
- H. Time paid for (whether or not worked but not including overtime) will be considered as time worked for the purpose of computing overtime paid in accordance with this Article as modified by Section A.
 - 1. All overtime must be approved in advance by a Department Head or his designee. In appropriate circumstances, the approval may be granted by the Department Head through published standing operating procedures. Employees performing overtime work without such approval may be subject to discipline.

ARTICLE V - COMPENSATORY TIME

Employees may retain no more than the equivalent of ten (10) days compensatory time. Thereafter, 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, 2006 to April 30, 2007	April 30, 2008
From May 1, 2007 to April 30, 2008	April 30, 2009
From May 1, 2008 to April 30, 2009	April 30, 2010
From May 1, 2009 to April 30, 2010	April 30, 2011

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.

ARTICLE VI - CALL IN TIME

- A. If an employee is recalled to duty, he shall receive a minimum guarantee of three (3) hours compensation at the overtime rate regardless of the number of hours actually worked provided said recall is not immediately prior to the employee's normal shift. The Board shall have the right to retain the employee on duty for the minimum time period. If the employee's call in time assignment and his regular shift over-lap, he shall be paid time and one half for that period worked prior to the regular shift. For the balance of his regular shift, the employee shall be paid at his appropriate rate.

- B. Nothing contained in this agreement to the contrary notwithstanding, an employee called in to work during a period other than his or her regularly scheduled hours shall be compensated as of the time he or she is called if he or she actually reports for duty within one hour of the time of the call. If such employee reports for work at some time later than one hour from the call, compensation shall be for the period commencing with the time the employee reports for work.

ARTICLE VII - RATES OF PAY

- A. The pay scales for all employees covered by this Agreement shall be set forth in the attached schedules.
- B. New or additional employees hired during the term of this Agreement shall be governed by the attached pay scales.
- C. All employees covered by the terms of this Agreement shall reach a minimum salary as set forth in the schedule attached.
- D. The established salaries are fixed on the basis of full-time service in full-time positions. If the Board of Managers establishes any position on a part-time basis, or if the Board approves the incumbent of any full-time position for part-time service only, the rate of pay for the position shall be proportionately reduced, unless otherwise stated.
- E. An employee who performs work in a higher paid classification than his own shall be temporarily assigned and paid for such work after performing said work for one week, spending at least 50% of his time on the higher paid job. An employee shall be paid at the rate of his own classification when performing work in a lower paid classification.
- F. Current employees hired prior to 1/1/04 covered by this Agreement will receive an additional one dollar (\$1.00) per hour on the 2006 base hourly rate retroactive to pay period nineteen of 2007. Current employees hired after 1/1/04 covered by this Agreement will receive an additional forty cents (\$.40) per hour on the 2006 base hourly rate retroactive to pay period nineteen of 2007
 - 1. All current employees hired prior to 1/1/04 covered by this Agreement will receive one dollar (\$1.00) per hour on their base 2007 hourly rate retroactive to pay period one of 2008. All current employees hired after to 1/1/04 covered by this Agreement will receive fifty cents (\$.50) per hour on their base 2007 hourly rate retroactive to pay period one of 2008
 - 2. Employees covered by this Agreement will receive ninety cents (\$.90) per hour increase to their base 2008 hourly rate effective pay period one of 2009.
 - 3. Employees covered by this Agreement will receive ninety-five cents (\$.95) per hour increase to their base 2009 hourly rate effective pay period one of 2010.

ARTICLE VII (cont.)

Retroactive monies will be due only to employees who retired prior to the signing of the Agreement but after December 31, 2006.

- G. The hiring rate shall be \$13.76 per hour for all employees hired after January 1, 2008 under this agreement. Employees hired between January 1, 2008 and December 31, 2009 will receive a ninety-five cents (\$.95) per hour increase to their base hourly rate after 1 (one) year of employment. Employees hired after January 1, 2010 will not receive an increase under this Agreement.

ARTICLE VIII - INSURANCE, HEALTH, AND WELFARE

- A. The Board of Managers shall continue to provide benefit-eligible employees with health benefits through the County plan. The County 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.

All employees will have the choice of enrolling in the self-insured Traditional Plan, self-insured Preferred Provider Program (PPO) plan, or any of the POS's.

If two employees are married or qualify as domestic partners/civil union partners, they may be covered individually as an employee or as a dependent under his or her spouse's Center plan, but not both.

1. Provisions for Medical Co-Pay

Between the signing of this agreement and March 31, 2009, all participants in a Point Of Service (POS) or the PPO shall be subject to a ten dollar (\$10.00) co-pay for all visits to a primary physician and a fifteen dollar (\$15.00) co-pay for all visits to a specialist. Effective April 1, 2009, all participants in an POS or the PPO shall be subject to a twenty dollar (\$20.00) co-pay for all visits to a primary physician and a twenty-five dollar (\$25.00) co-pay for all visits to a specialist with coverage, hospitalization and miscellaneous co-pays in accordance with the attached schedules ("Exhibit B").

2. Provisions for the Self-Insured Traditional Plan

In no event will benefits for Covered Medical Services be paid if such services are not determined to be Medically Necessary. The Plan will cover the charges for the Second Surgical Opinion and charges for x-ray and laboratory tests, however, no benefits will be paid for duplicate

testing. If the Second Surgical Opinion does not agree with the first surgical opinion, charges for a third surgical opinion will be covered.

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. Legation and Stripping of Varicose Veins
10. Mastectomy or other Breast Surgery
11. Prostatectomy
12. Submucous Resection
13. Tonsillectomy and/or Adenoidectomy

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 or their attending physicians must contact the Pre-certification Administrator to arrange for this pre-certification. Denial decisions by the Certification Administrator may be appealed to the contracted TPA. If any employee does not follow this procedure, the Center's self-insured plan will only pay fifty percent (50%) of the costs associated with the selected procedure.

All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the Center'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.

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. Dilation 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

Where a participant in the self-insured plan is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the Center's self-insured health benefits program, such pre-admission testing 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.

Participants in the Center's self-insured health benefit 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 Center, 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 (50%) of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.

When any payment is made under the Center's self-insured health benefits program, the Center 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.

Benefits for chiropractic care under the self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.

The Center's self insured health benefits program is a maintenance of benefits program. Maintenance of benefits applies when the self-insured plan is secondary for any defendant'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.

The Center shall provide through their self-insured plans as a covered benefit (1) mammograms once yearly for all female employees and/or dependents over age forty, or more frequently, or at an earlier age, if a physician so prescribes; and (2) pap smears of the type prescribed by the employee's or dependent's physician at least once annually.

3. Prescription Plan

Effective upon the signing of this through Agreement April 1, 2009, the prescription co-pay for employees shall be as follow:

EMPLOYEES WITH A SALARY UNDER \$35,000 –

Percentage Co-pays:

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

Generic Maximums:

<u>Retail Purchases/Prescription</u>	<u>Mail Order Purchases/Prescription</u>
\$12	\$13

Brand Name Maximums:

<u>Retail Purchases/Prescription</u>	<u>Mail Order Purchases/Prescription</u>
\$12 before 4/1/09, \$15 after 4/1/09	\$13 before 4/1/09, \$16 after 4/1/09

**Maximum out of pocket cost to employee per year, per prescription card
(includes costs for all dependents covered by the card):**

Before April 1, 2009 - \$500
Effective April 1, 2009 - \$600
Effective April 1, 2010 - \$625

EMPLOYEES WITH A SALARY OF \$35,000 – \$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

Generic Maximums:

Retail Purchases/Prescription	Mail Order Purchases/Prescription
\$14	\$15

Brand Name Maximums:

Retail Purchases/Prescription	Mail Order Purchases/Prescription
\$14 before 4/1/09, \$17 after 4/1/09	\$15 before 4/1/09, \$18 after 4/1/09

Maximum per Card (including all covered dependents)/Year

Before April 1, 2009 - \$800
Effective April 1, 2009 - \$900
Effective April 1 2010 - \$925

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

Generic Maximums:

Retail Purchases/Prescription	Mail Order Purchases/Prescription
\$16	\$17

Brand Name Maximums:

Retail Purchases/Prescription
\$16 before 4/1/09, \$19 after 4/1/09

Mail Order Purchases/Prescription
\$17 before 4/1/09, \$20 after 4/1/09

Maximum per Card (including all covered dependents)/Year

Before April 1, 2009 - \$1,500

Effective April 1, 2009 - \$1,600

Effective April 1, 2010 - \$1,625

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

Percentage Co-pays:

Retail Purchases

Brand Name Drugs – 11%

Generic Drugs – 8%

Minimum Co-pay/Prescription - \$5

Mail Order Purchases

Brand Name Drugs – 11%

Generic Drugs – 8%

Minimum Co-pay/Prescription - \$8

Generic Maximums:

Retail Purchases/Prescription
\$18

Mail Order Purchases/Prescription
\$19

Brand Name Maximums:

Retail Purchases/Prescription
\$18 before 4/1/09, \$21 after 4/1/09

Mail Order Purchases/Prescription
\$19 before 4/1/09, \$22 after 4/1/09

Maximum out of pocket cost to employee per year, per prescription card

(includes costs for all dependents covered by the card):

Before April 1, 2009 - \$1,700

Effective April 1, 2009 - \$1,800

Effective April 1, 2010 - \$1,825

The percentage co-pays set forth above are based on the retail and /or mail order cost to the Center for the prescription purchased. Only one co-pay shall be charged for order prescriptions for up to a ninety (90) day supply. Retail orders are for a 1-month supply only.

After the retail purchase of three (3) consecutive months of maintenance prescription co-payments for such maintenance drug shall thereafter be 25% of the retail cost to the Center for the prescription purchase, with no maximum, if not ordered through the available mail-in procedure. There will be no penalty if the prescription could not be prescribed for ninety (90) days or was unavailable by mail, in which case the employee shall pay only the appropriate co-payment (generic and brand name as set forth above). The decision of the Center to require maintenance prescription co-payment shall be appealable through the grievance procedure.

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

4. Provision for Premium Contribution

Prior to April 1, 2009, employees will co-pay in accordance with the 2003-2006 agreement. Effective April 1, 2009, all employees shall pay premium contributions.

Employees hired after August 20, 2004 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 except as noted below:

<u>Years of Service</u>	<u>Pct. of Premium Contribution</u>
1	20%
2	20%
3	17%
4	17%
5	13%
6	13%
7	10%
8	10%
9	10%
10	10%

No employee will be required to contribute in excess of 3% of his or her base salary towards premium sharing.

Effective April 1, 2009, any employee whose premium contribution is defined in the schedule above but agrees to enroll in the lowest cost health insurance plan available at the annual period of open enrollment will pay 0.75% of the employee's base salary.

Effective April 1, 2009, any employees whose premium contribution is not defined in the schedules above shall pay in accordance with the following:

- Employees selecting the lowest cost coverage – 0.75% of the employee's base salary

- Employees selecting other than the lowest cost coverage – 1.25% of the employee’s base salary

Employees opting out of health insurance coverage shall not be subject to premium contributions.

Employees receiving health benefits as a dependent through coverage by the Health Services Center or Camden County or affiliated organizations shall not be subject to premium contributions.

5. Provisions for Retirement

Employees retiring with twenty-five (25) or more years of service with the Camden County Health Services Center and/or Camden County and its affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system, and employees retiring on an accidental disability pension, shall continue to receive fully paid health and prescription benefits.

Employees retiring at age 62 or older with at least fifteen (15) years of service with the Camden County Health Services Center and/or Camden County and its affiliated organizations; or retiring with at least ten (10) years of service with the Camden County Health Services Center and/or Camden County and its affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system; or retiring on an ordinary disability pension, shall continue to receive health and prescription benefits subject to the following co-pays:

<u>YEARS WITH THE CENTER</u>	<u>PERCENT OF PREMIUM</u>
Under 10 years	Cobra coverage only
10 years up to 15 years	25%
15 years up to 20 years	20%
20 years up to 25 years	5%
25 years or more	0%

Notwithstanding the above, employees hired after January 1, 2009 must be age 55 or older to be eligible for retirement health benefits.

Prior years of employment with Camden County Health Services Center and/or affiliated organizations shall count as "Years with the Center" for the purpose of determining the appropriate premium contribution as set for the above.

Any retiree who is receiving health benefits from the Camden County Health Services Center through a POS must enroll in a Medicare POS plan, if provided by the Center, within three (3) months of reaching age 65, and remain enrolled so long as the Medicare POS plan is equal to or better than the non-Medicare POS. Retirees may change their health care provider during the annual open enrollment period or if they relocate to an area which is not served by their current provider.

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

6. Provisions for Opt-Out

Any employee covered by the agreement may choose, 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 health insurance through another source. Participation in the opt-out program means being paid the amounts listed below in lieu of insurance coverage. An employee can opt out any time during the year but must remain in the program for one full year.

However, if an employee chooses to participate and then the spouse’s or partner’s coverage is non-voluntarily terminated, upon proper verification of termination, the Camden County Health Center will restore the employee, his or her spouse/partner and/or dependents to coverage under one of the Health Center’s plans for the remainder of that year. If the employee desires to reinstate medical or prescription coverage but did not lose coverage due to the non-voluntary termination of a spouse’s or partner’s coverage, he or she will be required to wait until the next enrollment period.

If two employees are married or qualify as domestic partners/civil union partners and both would be eligible for health insurance coverage from the Camden County Health Services Center or any other County Agency listed below, neither employee may participate in the opt-out program.

- Camden County
- Camden County Row Office
- Camden County Mosquito Commission
- Camden County Superintendent of Schools
- Camden County Prosecutor’s Office
- Camden County Library System
- Camden County Municipal Utilities Authority
- Camden County Improvement Authority

- Camden County Pollution Control Authority
- Camden County Board of Elections
- Camden County Superintendent of Elections

Eligible employees shall be permitted to opt out of either medical coverage or prescription coverage or both.

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

<u>Change in Coverage</u>	<u>Opt Out Amount Paid</u>
From Family to No Coverage	\$415.83
From Parent/Child to No Coverage	242.13
From Husband/Wife to No Coverage	307.94
From Single to No Coverage	143.16
From Family to Parent/Child Coverage	173.70
From Family to Husband/Wife Coverage	107.89
From Family to Single Coverage	272.68
From Parent/Child to Single Coverage	98.98
From Husband/Wife to Single Coverage	164.79

Prescription Benefits

From Family to No Coverage	174.33
From Husband/Wife to No Coverage	174.33
From Parent/Child to No Coverage	102.63
From Single to No Coverage	60.29
From Family to Parent/Child Coverage	71.71
From Family to Single Coverage	114.04
From Parent/Child to Single Coverage	42.34

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

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

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

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

Annual reenrollment is required.

B. Other Insurance Provisions

1. The Center will provide eligible employees with disability insurance coverage provided by the State of New Jersey.
2. The Center shall provide as a covered benefits all prescription contraceptive medications and devices.
3. Employees will be responsible for any extra costs, up to a maximum of \$1,000, incurred by the Center if there is a change in their life status (divorce, death of spouse, etc.) that would affect their health and prescription benefits and they do not report it to the County Insurance Division within 90 days of the event.

4. The Center will standardize coverage in all plans for dependents up to age 19 if not in school and age 23 if attending an accredited college, university, trade or secondary school on a full-time basis. Employees who are enrolled in a POS may voluntarily opt to cover a dependant until the age of 30 for an additional premium charge. Dependents that are “permanent dependents”, as defined by the POS, as a result of disability may be covered for the life of the employee.
5. 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 or Suspension of at least 60 Days

Employees with a Gross Base Salary of Under \$40,000:	20%
Employees with a Gross Base Salary of \$40,001 up to \$50,000:	30%
Employees with a Gross Base salary of \$50,001 up to \$70,000:	40%
Employees with a Gross Base salary of \$70,000 and Above:	50%

For Employees on Non-Paid 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%

6. A “civil union partner” or “domestic partner” (as defined by N.J.S.A. 26:8A-3) of an employee shall be considered a spouse and will be eligible for all benefits that would otherwise be provided to spouses by this Article.

7. The employer shall pay or cause to be paid to the South Jersey Employees Health and Welfare Fund \$400 per annum per employee for the life of the contract for each full-time employee who is a member of the Union and for whom the Union is the bargaining agent for the purposed of this contract, as listed in the salary scale. The Union agrees to save and hold harmless the Board from any liability arising out of the administering of the fund to which this sum shall be paid on behalf of each employee as stated above, and further agrees to make available to the Board audits or reports dealing with said funds since the inception of the fund by June 30th for each year.

ARTICLE IX - SICK LEAVE

- A. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness 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 (as defined) who is critically ill and requires the presence of the employee.
- B. Immediate family is defined to include Mother and Father, Mother and Father-in-law, Brother and Sister, Spouse, Children or Foster Children, Grandchildren and Grandmother and Grandfather, Step-Mother, Step-Father and Step-Children, Domestic Partner.
- C. Permanent employees in the County and Board service shall be entitled to the following sick leave of absence with pay:
 - 1. One (1) working day sick leave with pay for each month of service from the date of permanent appointment up to and including the anniversary of such appointment, and fifteen (15) days sick leave with pay annually thereafter, effective 1990. Following the 1st anniversary of such appointment, seven and one half (7 ½) sick days will be credited on the first pay period of the calendar year and seven and one half (7 ½) sick days will be credited on the fourteenth pay period of the calendar year. For anniversary dates falling in pay periods other than the first and 14th pay period sick leave will be pro-rated for the remaining half of the calendar year in which the employee's anniversary date falls. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. If any employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay when needed. (See also "D")
 - 2. If any employee is absent for four (4) consecutive working days for any reasons set forth in the above rule, the Board of Managers or their designees may require acceptable evidence on the form prescribed. The nature of illness and length of time the employee was absent should be stated on a doctor's certificate. When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every six month period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

ARTICLE IX (cont.)

3. In addition, at the discretion of the Department Head, the employee seeking sick leave may be required to submit medical evidence to substantiate his request whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. Failure to provide adequate medical evidence may result in denial of sick leave benefits, and the time involved during which the employee was absent shall be charged against vacation time, if any, provided the employee agrees in writing, and further provided that such use of vacation time shall not be used to circumvent either the provisions or the intent of Article XVII Strikes and Lockouts.
4. An employee who does not expect to report to work on any work day must notify the appropriate office by telephone or personal messenger within two (2) hours prior to the beginning hour.
5. In addition, absence for five (5) consecutive days without notification to the employer shall be deemed to constitute a separation from service of the Board.
6. Sick leave claimed by reasons of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
7. The total years of service after permanent appointment of an employee in the classified N.J. Department of Personnel shall be considered in computing accumulated sick leave due and available and shall be granted and governed in accordance with prevailing N.J. Department of Personnel regulations during the life of this Agreement.
8. 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.
9. Part-time provisional or temporary employees will be entitled to prorated sick time after the third month of employment.

ARTICLE IX (cont.)

- D. Starting with sick leave accrued under N.J. Department of Personnel Regulations in January, 1992, and continuing through December, 1994, up to an annual maximum of fifteen (15) days, any unused sick leave will be payable to employees covered by this Agreement no later than January 15, 1992, January 15, 1993 and January 15, 1994 for the prior year. The employee has the right to elect to continue accumulating sick leave as per N.J. Department of Personnel rules or to take cash payment as provided above. In either event, the employee must be on an active pay status as of December 1st. The employee must select one of the two options only. All sick leave shall be initially charged against the unused sick leave for the year in which it is taken and then against any accumulated sick leave.
- E. Employees who retire at 55 years of age or over with 25 or more years of service may sell one half of their accumulated sick time up to a maximum of \$15,000 upon retirement. Effective February 1, 2009, no additional sick time may be added to the pool of time available for the sale of accumulated sick time, except the sick time that was accrued up to January 31, 2009. Any sick leave used after that date will initially come from sick leave earned after February 1, 2009. Sick time accrued and banked after February 1, 2009 will not be used until all other sick leave is used.
- F. Employees hired after January 1, 2009 shall not be eligible to accumulate or sell sick time at retirement as defined in this section.”

ARTICLE IX (cont.)

- D. Starting with sick leave accrued under N.J. Department of Personnel Regulations in January, 1992, and continuing through December, 1994, up to an annual maximum of fifteen (15) days, any unused sick leave will be payable to employees covered by this Agreement no later than January 15, 1992, January 15, 1993 and January 15, 1994 for the prior year. The employee has the right to elect to continue accumulating sick leave as per N.J. Department of Personnel rules or to take cash payment as provided above. In either event, the employee must be on an active pay status as of December 1st. The employee must select one of the two options only. All sick leave shall be initially charged against the unused sick leave for the year in which it is taken and then against any accumulated sick leave.
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- F. Employees hired after January 1, 2009 shall not be eligible to accumulate or sell sick time at retirement as defined in this section.”

ARTICLE X - LEAVE OF ABSENCE

- A. Leave of absence for employees shall be granted as provided under New Jersey Department of Personnel statutes, rules and regulations, except as otherwise expanded.
- B. The District Council shall be allotted a total of 100 days off per year to be utilized by the local for Union business (conventions, seminars, conferences, and meetings called by the District Council.) Unused days may be carried over to the next year and shall be utilized first.
- C. A separate bank of "30" Union leave days will be established for the purpose of other Union business, including grievance processing and investigation. Employee/union representatives will not be charged Union leave time for any employer - initiated meetings, conferences or disciplinary proceedings. Time in this 30-day bank must be mutually scheduled. A two (2) week notice requirement is mandatory for any requests for union leave to attend any seminars, conventions or classes.
- D. 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 therein, or with the Armed Forces of this State in time of war or emergency or pursuant to or in connection with the operation of any system of selective service. Employees having only temporary status who enter upon such active duty will be regarded as having resigned.
- E. A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties (due to either physical or mental reasons), or one who wishes to engage in an appropriate course of job-related study, or for any reasons considered valid by the Employer for a period not to exceed six (6) months. Said special leave may be extended for another period of six (6) months with the approval of the Employer. Any permanent employee desiring such special leave without pay shall submit his request in writing, stating the reason why, in his opinion, the request should be granted along with the anticipated date of his return to duty.
- F. An employee who is a member of the Union and who is lawfully elevated to an official full-time position in the parent Union may be granted a leave of absence without pay to attend to his official duties for an initial period of three years with additional time to be approved by the Employer.
- G. Employees returning from authorized leaves of absence as defined above will be restored to their original classification at the then appropriate rate of pay with no loss of seniority or any other employee rights, privileges, or benefits.

- H. When an employee returns from an approved leave of absence any dues check off authorization in effect prior to the approved leave shall be reactivated.

ARTICLE XI - 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* salary, not gross, during the period of temporary disability, to a maximum of forty-five (45) working days.

- B. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive the Worker's Compensation; if the employee is entitled to use and authorizes the employer to charge time to accumulated sick leave, the employee may receive the difference between the amount received as Worker's Compensation and his salary.

ARTICLE XII - SENIORITY

- A. Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire.
- B. An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credits for the time he was not employed by the Employer.
- C. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records; first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's last name).
- D. The Employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification, and pay rate of each employee covered by this Agreement and the Employer shall furnish copies of same to the Union in January and July of each year.
- E. Except where New Jersey Department of Personnel statutes provide otherwise, in cases of provisional promotions, demotions, layoffs, recalls, vacation schedules, or situations where substantially better working conditions are involved, an employee with the greatest amount of seniority shall be given preference, provided he has the ability to perform the work involved.

ARTICLE XIII - HOLIDAYS

A. FLOATING HOLIDAYS

Election Day
Columbus Day
President's Day

CHOICE

New Years Day/Eve
Thanksgiving Day/Eve
Christmas Day/Eve

ESTABLISHED HOLIDAYS

Martin Luther King Day
Good Friday
Memorial Day
July 4th
Labor Day
Veteran's Day

Established 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 must submit three options for floating holidays two weeks prior to the posting date of the schedule in which the holiday occurs. Monday through 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 the 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. All shift employees will have the choice of Thanksgiving Eve or Thanksgiving Day; Christmas Eve or Christmas Day; and New Years Eve or New Years Day as their holiday.

- B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which 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 after his vacation period. There shall only be one (1) day of celebration in the event that holidays are celebrated on a day other than the actual date of said holiday, and no additional pay shall be received because of the adjustment of the day of celebration.
- C. When the Board of Managers declare by formal action, a day off for all Employees covered by this local, those who are required to work on that day shall be given a compensatory day at a later date. This provision has no applicability when holidays are granted pursuant to a contract with other representative association or unions. The compensatory day may be requested by the employee, is subject to the approval of the Board's designated representative and shall be scheduled in accordance with the needs of the Board.

ARTICLE XIII (cont.)

- D. To be eligible for the holiday pay, an employee must work or be on an approved leave the last working day prior to the holiday and the first working day after the holiday.
- E. Effective January 1, 2009, employees will receive four personal days per year. Such personal time will be earned and credited at the rate of one day every third month beginning January 1st of each year. All personal time not used by December 31st of any year will be forfeited.
- F. Effective the signing of the agreement, an employee must work the scheduled day before and the scheduled day after the holiday in order to be eligible to receive holiday pay.

ARTICLE XIV - LONGEVITY

- A. Longevity payments will be made each year to the employees covered by this contract in accordance with the schedule outlined below. Said payments will be made no later than five (5) working days after December 1 in a separate check issued to eligible employees. In order to be eligible for longevity payments, employees must have permanent classified Civil Service status. Employees must also have a minimum of five (5) years of continuous full-time service in the year longevity is to be paid, regardless of when the employee's actual anniversary date falls, making him eligible for longevity.

5 years to 7 years	2% of annual pay	\$600.00 Maximum
7 years 1 day to 10 yrs.	3% of annual pay	\$800.00 Maximum
10 yrs. 1 day to 15 yrs.	5% of annual pay	\$1,000.00 Maximum
15 yrs. 1 day to 20 yrs.	6% of annual pay	\$1,200.00 Maximum
20 yrs. 1 day or more	7% of annual pay	\$1,400.00 Maximum

- B. For time actually worked, any employee retiring during the course of the year shall be entitled to longevity to be paid on a pro-rated basis and employees who do not work the entire year for any other reason will likewise be entitled to longevity on a pro-rated basis.
- C. In calculating longevity pay, the time an employee has served with Camden County under CETA or similar Federal Program, or any Grant Program, and is subsequently hired on the regular County payroll, that time, provided there has been no break in the service, shall be counted.
- D. In calculating longevity pay, continuous service with the County and the Board only, will be considered. However, employees who are laid off by the County or the Board and later recalled within two years will not be considered to have a break in their employment for the purposes of this Article.

ARTICLE XV - DIFFERENTIAL PAY

- A. Employees permanently assigned to the 2nd shift (between 3 p.m. and midnight) will be compensated at an additional rate of 10 percent times the hourly rate, provided such employee's regular work day is seven or more hours.
- B. Employees permanently assigned to the third shift (between 11p.m. and 8 a.m.) shall be compensated at an additional rate of eight (8) percent times the hourly rate, provided such employee's regular work day schedule is seven or more hours.
- C. Effective January 1, 2009, continuous shift employees will be entitled to \$3.00 per hour weekend differential for scheduled time actually worked. Employees who are absent on a scheduled weekend day for non-pre-approved sick absent call, no call will be required to make up the day on a scheduled weekend day off on the same shift at straight time without the differential.

ARTICLE XVI - VACATION

- A. Permanent full-time employees in the County and/or Board service shall be entitled to the following annual vacation with pay:
1. Effective at the signing of the agreement, up to one year of service, one working day of vacation for each month of service; after one year and up to ten years of service, thirteen working days vacation; after ten years and up to 15 years of service, 17 working days vacation; after 15 years of service up to 20 years of service, 19 working days vacation; after 20 years of service, 25 working days vacation. For all employees hired after the signing of this agreement, vacation days shall be capped at 20 working days.
 2. Said employees shall have the right to take all vacation days that they would be entitled to for the year anytime during the year.
- B. Temporary full-time employees in the County and/or Board Service shall be entitled to vacation leave to the same extent such leave is provided for full-time permanent employees; however, temporary employees may use their vacation time as accrued or accrue same for full use only during the second half of the year.
- C. Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the schedule above. Part-time provisional or temporary employees will be entitled to pro-rated vacation time after the third month of employment.
- D. Where in any calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding year only.
- E. In order to exercise seniority, vacation request shall be submitted to the appropriate Department Head by May 15th so that the Department Head can devise a vacation schedule. Vacation request slips should include a first, second and third request. Failure to submit a vacation request by May 15th will result in the loss of seniority preference for selection of vacation. The Employer shall respond in writing to the employee's request for vacation leave within 30 days after submission.
- F. Any request for payment of vacation time accrued for the prior year must be made in writing by December 1st of the current year or be lost.

ARTICLE XVII - STRIKES AND LOCKOUTS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of (employment), work stoppage, slow-down, walk-out, or other illegal 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 or supporting any such activity by any other employee or group of employees of the Board, and that the Union shall take such other steps as may be necessary under the circumstances to have the employees return to work or discontinue the job action.
- 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 XVIII - SAFETY, HEALTH, AND HUMAN RELATIONS

- A. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools, or devices that may be reasonably necessary to ensure their safety and health.
- B. The Employer and the Union shall designate three safety committee members for each unit of representation. It shall be their joint responsibility to investigate and correct unsafe or unhealthy conditions. They shall meet periodically, as necessary, to review conditions in general and to make appropriate recommendations to either or both parties. The safety committee members representing the Union 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 Employer.
- C. The Employer and the Union shall designate three members each for the purpose of forming a committee to promote human relations. The committee shall meet periodically as is deemed necessary by the parties concerned.
- D. Employees must wear all safety equipment provided for them by the Board. Failure to do so shall subject the employee to possible disciplinary action.

ARTICLE XIX - EQUAL TREATMENT

- A. The Board and the Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.
- B. The Board may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.
- C. Ten (10) working days prior to the implementation of any rules of work and conduct for employees established by the Board pursuant to Section B above, the Board agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation.
- D. Any and all policies or regulations will be posted by the Employer five (5) days prior to implementation.

ARTICLE XX - 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. With regard to employees, the term "grievance" as used herein means:
1. 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, agreements, and administrative decisions affecting them. With regard to the Board, the term "grievance" as used herein means 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 Four herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.
 3. An employee shall have the right to appeal all disciplinary actions brought against said employee through the grievance procedure.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the 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) working days after the event giving rise to the grievance has occurred or knowledge thereof, 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) working days shall be deemed to constitute an abandonment of grievance.

STEP TWO: If no agreement can be reached orally within ten (10) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within ten (10) working days thereafter to the Department Head or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

ARTICLE XX (cont.)

STEP THREE: If the Union wishes to appeal the decision of the Department Head or his designated representative, such appeal shall be presented in writing to the Personnel Director within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Hearing Officer shall hold a hearing within twenty (20) working days and he shall thereafter respond, in writing, within ten (10) working days after such hearing.

STEP FOUR: If either party wishes to appeal the decision of the Hearing Officer, such appeal shall be presented in writing to the Chief Executive Officer within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Chief Executive Officer, or his designee, shall respond in writing to the grievance within fifteen (15) working days of the submission. The Union may elect to bypass Step Four and proceed to Step Five in the event the grievance constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.

STEP FIVE: If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to arbitration providing such request is made no later than fifteen (15) working days after decision at Step Three or Step Four, as may be appropriate. This dispute shall be submitted to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be paid equally by the Board and the Union. No employee shall be denied his compensation for appearance as a witness in accordance with this article. Any other expense, including but not limited to the presentation of non-Board employee witnesses, shall be paid by the parties incurring same.

- E.
1. The parties direct the arbitrator to decide, as a Preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
 2. The arbitrator shall be bound by the provisions of this Agreement and the constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or binding upon the parties and shall be in writing reasons thereto.
 3. Only one (1) issue shall be submitted to the arbitrator for his determination in any single case unless otherwise mutually agreed to by the parties.
 4. Upon notice to and authorization of the Chief Executive Officer, the designated Union Representatives shall be permitted as members of the Grievance Committee to confer with employees and the County and/or Board of Managers Management 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 Employer or require the recall of off-duty Employees. ***(See Article X, Section C)**

ARTICLE XX (cont.)

- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last 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.
- G. In the event that the aggrieved elects to pursue remedies available through New Jersey Department of Personnel, the grievance shall not proceed beyond Step Three or Step Four as may be appropriate. 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 of the Hearing Officer or the Chief Executive Officer as appropriate in the event that the matter is pursued to Step Four. In the event the grievant pursues his remedies through the New Jersey Department of Personnel, the arbitration hearing, if any, should be canceled and the filing fees and expenses, if any, incurred thereby shall be paid by the grievant or the Union.
- H. The Union will notify the appropriate Step Two designee of the Board in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. For purposes of this paragraph, representatives shall include and be limited to the Shop Steward and/or his Local President. Employees so designated by the Union will be permitted to confer with other Unions, employees and with Employer representatives regarding the matter of employee representation during working hours without loss of pay for periods not in excess of one (1) hour per day, unless additional time is authorized by the Employer, provided that the conduct of such business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.* (See **Article X, Section C**)
- I. Agents of the Union, who are not employees of the Employer, may be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as such right is reasonable, exercised and provided further that there is no undue interference with the Employer's work by such agents.
- J. The Employer and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any Step.

ARTICLE XXI - BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of regular pay which in no event shall exceed (4) working days all of which shall be taken between the day of death and four (4) working days after the funeral.
- B. The term "immediate family" shall include mother, father, mother-in-law, father-in-law, parental guardians, brother, sister, spouse, children or foster children of the employee, grandmother or grandfather and grandchild, step-mother or step-father or step-children, domestic partner.
- C. In the event of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt and uncle, the employee shall be granted time off without loss of regular pay for two (2) working days for the purpose of attending the funeral.
- D. In the event of the death of an employee, their estate shall be entitled to compensation for all earned vacation and compensatory time.

ARTICLE XXII - MILITARY LEAVE

- A. An employee who is a member of the National Guard or Reserves of Military and Naval Forces of the United States and is required to undergo annual field training will be granted a leave of absence with pay for the period of such tour of duty.
- B. This leave shall be addition to annual vacation leave, provided the employee presents official notice from his Commanding Officer prior to the date of such leave and has advised his supervisor no later than thirty (30) days prior to the commencement of such leave. The aforementioned duty shall not exceed two (2) weeks.

ARTICLE XXIII - UNION BUSINESS

- A. Whenever any employee of the Board who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance, proceedings, conferences or meetings, he/she shall suffer no loss in regular pay or be charged for sick leave or vacation leave. * (See Article X, Section C)
- B. For meetings conducted at City Hall the employee will be permitted to leave his/her work station up to one (1) hour prior to the meeting and will be required to return to his/her work station at the conclusion of the meeting provided there is at least one (1) hour of working time remaining. * (See Article X, Section C)
- C. For meetings held at the County Hospital Complex or Highway and Parks Department Complex, the travel time noted above (one hour) will be only one-half hour. * (See Article X, Section C)

ARTICLE XXIV - UNIFORM ALLOWANCE

- A. Employees subject to uniform requirements shall be granted a uniform maintenance allowance of four hundred dollars (\$400.00) for 2008, four hundred twenty-five dollars (\$425.00) for 2009, and four hundred seventy-five dollars (\$475.00) for 2010. "Uniform" shall be defined as the required type of clothing within the group of employees so required to wear uniforms, dictated by the conditions of employment.
- B. The employee will only be eligible for uniform allowance during the time he is actively working or on an approved sick leave with pay or Workers Compensation.
- C. If patches are required the Board will supply them and the employee will be responsible to have them sewn on the uniforms.
- D. Uniform receipts will not be required from the employee to receive this allowance.

ARTICLE XXV - GENERAL PROVISIONS

- A. The Union shall have the use of the Union employee bulletin board for the posting of notices relating to meetings and official business of the Union. Only material authorized by the signature of the Union President or his designee shall be permitted to be posted on said bulletin board, and said notices shall not contain any political or controversial material.
- B. It is agreed that representatives of the Employer and the Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.
- C. The jurisdiction and authority of the Employer over matters not contained in this Agreement is expressly and impliedly reserved by the Employer.
- D. Employees who are covered by this Agreement shall perform duties and responsibilities outlined in the N.J. Department of Personnel job specifications for their positions.
- E. Employee Physical. Nursing employees shall receive a physical once per year. The employee has the option of receiving a physical from a County doctor or from his own private physician. Third Shift employees who choose to receive physical at the Hospital shall be seen by a doctor in the morning.
- F. Employee performance evaluation should be clearly designed using standards recognized by State and Federal Authorities. Evaluations are required on a yearly basis.
- G. The Board shall be responsible for printing in booklet form this Agreement within forty-five (45) days of its having been signed by the Parties, provided that the Union supplies the materials needed for said printing. The Union shall be responsible for the distribution of the booklet to all persons covered by this Agreement.
- H. Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) payments to an employee each month.
- I. The Board shall supply copies of formal Board of Managers resolutions relating to personnel matters to Council 71 within a reasonable period of time after the adoption of said resolutions.
- J. A Union representative will be allotted a 30 minute presentation for the purpose of introducing the Union during orientation.
- K. Employees shall not be required to pay the expense of any mandatory in service or certification.

- L. Employee transfers by the Board of Managers shall be governed in accordance with Article XXVI, Section A, Paragraph 4, except that no employee shall be transferred based on said employee's status, position or ranking within the Union.

ARTICLE XXVI - MANAGEMENT RIGHTS

- A. The Board of Managers hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the 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 purpose 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 operations of the Department.
- B. 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 to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE XXVII - DISCIPLINARY ACTION

- A. This Article shall apply to all permanent employees, and provisional employees with permanent status.
- B. Discipline of an employee shall be imposed for good and just cause according to law. Disciplinary action will be initiated and served on the employee within six months of the precipitating incident(s) or official knowledge thereof. In the event that no action will be taken following the completion of an investigation, the employee and the Union will be notified of such.
- C. Any employee subjected to a major disciplinary action shall be afforded a disciplinary hearing. At the discretion of the employee, the Union will be present at any such hearing. Minor disciplinary actions can be appealed using Article XX, Grievance Procedure.
- D. Written notice of minor or major disciplinary actions shall be given to the employee, the local and District Council #71. Notice shall contain charge(s) and specifications, a general description of the alleged acts and/or conduct upon which the charge (s) is based and the nature of the discipline.
- E. The name of any employee who is notified of suspension, or dismissal pursuant to Section D shall be transmitted to the Union immediately but not later than forty-eight (48) hours after such notice.
- F. Discipline shall normally be imposed in the following manner:
 - 1. Oral warning - issued by the immediate supervisor to an employee
 - 2. Written warning - issued by the immediate supervisor to an employee.
 - 3. Written reprimand - issued to an employee, written reprimand shall be inserted in the employee's personnel folder.
 - 4. Minor disciplinary action consists of a fine or suspension up to 5 days.
 - 5. Major suspension consists of fine or suspension over 5 days and after determination of Departmental Hearing.
 - 6. Termination - after determination of Departmental Hearing.
- G. Discipline, which is subject of N.J. Department of Personnel review, will not be subject to the grievance procedure of this Agreement.

ARTICLE XXVIII - JOB POSTING

- A. Any vacancies or newly created positions within The Health Services Center AFSCME Council #71 Bargaining Unit will be posted prominently for seven (7) calendar days. The posting shall include the classification, the salary, a description of the job, any required qualification, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying.
- B. A copy of each notice posted will be forwarded to the appropriate Local Union Officer and Council.
- C. The appointing authority will post prominently for seven (7) days the name of the individual selected under the above procedure for the promotion and/or reassignment.
- D. Should the Board not hire from the outside, the most senior person who applies and has the ability to perform the work shall be hired.

ARTICLE XXIX - MATERNITY LEAVE

- A. Requests for maternity leave shall be made in writing no later than the third (3rd) month of pregnancy.
- B. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work providing the attending physician approves and so advises in writing.
- C. Such employees shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional time beyond the one (1) month period shall be granted for reasons of the employee's individual health upon presentation of doctor's certificate setting forth the necessity therefore.

ARTICLE XXX – JURY DUTY

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

1. In State/County 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 XXXI – COURT TIME/ADMINISTRATIVE LAW HEARING

An Employee 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.

ARTICLE XXXII - SEPARABILITY AND SAVINGS

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

ARTICLE XXXIII - FULLY-BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties as the time they negotiated or signed this Agreement.

ARTICLE XXXIV – DURATION

- A. This Agreement shall be in full force and effect as of January 1, 2007 and shall remain in effect to and including December 31, 2010, without any reopening date. To commence negotiations for a successor agreement, either party shall notify the other in writing, no sooner than one hundred twenty (120) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.
- B. Within forty-five (45) days after receipt of the aforementioned notification, if any, a meeting shall be held between the parties for purpose of establishing ground rules regarding the commencement of negotiations.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the Camden County Health Services Center, New Jersey on this *13th* day of *March*, 2009.

ATTEST:

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
DISTRICT COUNCIL 71, LOCAL 2307
AFL-CIO**

**CAMDEN COUNTY HEALTH
SERVICES CENTER
CENTER BOARD OF MANAGERS**

By: *Ana E. Williams*
President, Local 2307

By: *Ka. L. Kelly*
Chief Executive Officer

John J. ...
Gary L. Pratt
Arthur Blasi

Michelle ...
Staff Representative, District Council 71

MEMORANDUM OF AGREEMENT - 1

The **Union**, AFSCME Council 71, Local 2307 and the **Employer**, Camden County Health Services Center, agree in accordance with Article X, Leave of Absence, Section C to the following:

1. The Employer agrees to provide the Local Union President with an accurate account of total time usage, as specified in Section "C".
2. The thirty (30) day bank of Union time is to be used in hourly increments, or a fraction thereof. (240 hours)
3. Only the Local Union President or her/his designee shall have the authority to grant release of Union Representative, either in writing or personal message.

**CAMDEN COUNTY HEALTH SERVICE
CENTER BOARD OF MANAGERS**

**AFSCME COUNCIL 71
LOCAL 2307**

DATE:

8/20/04

BY:

Ka. N. [Signature]

BY:

DATE:

August 20, 2004

BY:

[Signature] staff rep

BY:

Cora Wilson pres.

MEMORANDUM OF AGREEMENT - 2

It is understood by both parties that Psychiatric Aides will not be required to lead groups for which they are qualified to lead under New Jersey or Federal regulations or law.

Camden County Health Services Center

By: _____

By: _____

AFSCME District Council 71

Local 2307

By: _____

By: _____

By: _____

MEMORANDUM OF AGREEMENT – 3

The Center and the Union agree that Article IV – Overtime, Section D, will be interpreted to mean that the first weekend day off, in the two week schedule, is paid at time and one half, if worked and the second weekend day off is paid at double time, if worked and if the first weekend day off is worked. Likewise, the first weekday off is paid at time and one half if worked and the second weekday off is paid at double time if worked and if the first weekday off is worked.

It is further agreed that if sick time is taken during the pay period, that does not count towards the eight-hour base (See Section A of Article IV) and makes work performed on the first weekend or weekday off straight time to the extent that the sick time was taken. Sick time, however, has no affect on work performed on the second weekend or weekday off, which will be paid at double time, if the first weekend day off or the first weekday off respectively was worked. Vacation and personal time taken during a pay period are counted in the 80 hour base for purposes of computing overtime.

**CAMDEN COUNTY HEALTH SERVICE
CENTER BOARD OF MANAGERS**

**AFSCME COUNCIL 71
LOCAL 2307**

DATE: 8/20/04
BY: [Signature]
BY: _____

DATE: August 20, 2004
BY: [Signature]
BY: [Signature]

Camden County Medical Plan Options
\$20 Copay PCP

Benefits	APPENDIX B: \$20/\$25 PLAN EFFECTIVE 4/1/09											
	Amerihealth Traditional (AmeriHealth Administrators)		Amerihealth PPO (AmeriHealth Administrators)		Amerihealth (Aetna Match)		AmeriHealth		AmeriHealth (Horizon Match)		POS 20	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	Trad 1-\$100/\$200 Trad 2-\$100/\$200	Trad 1-\$100/\$200 Trad 2-\$100/\$200	None	\$100/\$250	None	\$1,000/\$3,000	None	\$3000/\$6000	None	\$1000/\$2000	None	\$1000/\$2000
Coinsurance	80%	80%	80%	70%	None	70%	None	50%	None	70%	None	70%
Benefits Max	\$1,000,000 - Actives; \$500,000 - Retirees	\$5,000,000 per lifetime	Unlimited	\$5,000,000 per lifetime	Unlimited	\$5,000,000 per lifetime	Unlimited	\$5,000,000 per lifetime	Unlimited	\$5,000,000 per lifetime	None	\$500,000
Out-of-Pocket Max	Trad 1-\$500/\$1,000 Trad 2-\$500/\$1,000	Trad 1-\$500/\$1,000 Trad 2-\$500/\$1,000	\$1,500/\$3,000	\$10,000/\$20,000	\$1,500/\$3,000	\$10,000/\$30,000	\$1,000/\$2,000	\$15,000/\$30,000	\$1,000/\$2,000	\$15,000/\$30,000	None	\$10,000/\$30,000
Adult Physicals	100% no deductible	100% no deductible	100% after \$20 copayment	70% after deductible	100% after \$20 copay	Not Covered	100% after \$20 copay	50% after deductible	100% after \$20 copay	50% after deductible	100% after \$20 copay	Not Covered
Gyn Exam	100% no deductible	100% no deductible	100%	100% no deductible	100% after \$25 copay	Not Covered	100% after \$25 copay	50%, No deductible	100% after \$25 copay	50%, No deductible	100% after \$25 copay	Not Covered
Routine Mammography	100% no deductible	100% no deductible	100%	100% no deductible	100%	70% after deductible	100%	50%, No deductible	100%	50%, No deductible	100% after \$25 copay	70% after deductible
Eye Exams	None	None	None	None	100% after \$25 copay	Not Covered	100% after \$25 copay	Not Covered	100% after \$25 copay	Not Covered	100% after \$25 copay	Not Covered
Well Child Care	100% no deductible	100% no deductible	100% after \$20 copay	70% no deductible	100% after \$20 copay	70% after deductible	100% after \$20 copay	50%, No deductible	100% after \$20 copay	50%, No deductible	100% after \$20 copay	Not Covered
Hospitalization	100% no deductible	100% no deductible	\$200 per admission copay	70% after deduct	\$200 per admission copay	70% after deductible	\$200 per admission copay	50% after deductible	\$200 per admission copay	50% after deductible	100% after \$200 admission copay	70% after deductible
Pre-natal visits	100% no deductible	100% no deductible	100%	70% no deductible	\$25 for first visit, then 100%	70% after deductible	\$25 for first visit, then 100%	50% after deductib	\$25 for first visit, then 100%	50% after deductib	\$25 for first visit, then 100%	70% after deductible
PCP Office Visits	80% no deductible	80% no deductible	100% after \$20 copay	70% after deductible	100% after \$20 copay	70% after deductible	100% after \$20 copay	50% after deductible	100% after \$20 copay	50% after deductible	100% after \$20 copay	70% after deductible
Specialist Office Visits	80% after deductible	80% after deductible	100% after \$25 copay	70% after deductible	100% after \$25 copay	70% after deductible	100% after \$25 copay	50% after deductible	100% after \$25 copay	50% after deductible	100% after \$25 copay	70% after deductible
Surgery (OP)	100%	100%	100%	100% no deductible	100%	70% after deductible	100%	50% after deductible	\$20 Primary Care Physician/\$25 Specialist	50% after deductible	\$20 Primary Care Physician/\$25 Specialist	70% after deductible
Surgery (IP)	100%	100%	100%	\$200 per admission copay	\$200 per admission copay	70% after deductible	\$200 per admission copay	50% after deductible	\$200 per admission copay	50% after deductible	100% after \$200 per admission copay	70% after deductible
Lab & X-Ray	100%	100%	100%	70% after deductible	100%	70% after deductible	100%	50% after deductible	100%	50% after deductible	100%	70% after deductible
Emergency Room (life threatening)	100% no deductible	100% no deductible	100%	70% after deductible	\$50	\$50	\$50	\$75	\$75	\$75	\$35	\$35

Note: Summary is intended to provide cursory comparison of plans. Please refer to specific plan books for greater detail.

Camden County Medical Plan Options
\$20 Copay PCP

Benefits	Amerihealth Traditional (Amerihealth Administrators)		Amerihealth PPO (Amerihealth Administrators)		Amerihealth (Aetna Match)		Amerihealth		Amerihealth (Horizon Match)	
	Out-of-Network		Out-of-Network		Out-of-Network		Out-of-Network		Out-of-Network	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Skilled Nursing	100%	100%	100%	100% no deductible	\$200 per admission copay, limited to 100 days per calendar year	70% after deduct, limited to 120 days per calendar year	\$200 per admission copay, limited to 120 days per calendar year	70% after deduct, limited to 120 days per calendar year	100% up to 100 days	70% after deductible, up to 60 days
Rehabilitation Therapy (Speech, Physical & Occupational)	100% no deductible	100% no deductible	Up to 30 days per admission	70% after deductible	100% after \$25 copay	70% after deductible	100% day limit varies depending on type of therapy	50% after deductible	100% after \$20 copay or \$25 copay	70% after deductible
Durable Medical Equipment	90% subject to deductible	90% subject to deductible	90%	70% after deductible	Not covered	70% after deductible, must precertify if over \$1,500	100%	50% after ded., \$2500 benefit maximum per calendar year	100%	70% after deductible; precert required over \$2500
Home Care	80% subject to deductible	80% subject to deductible	100%	70% after deductible	100%	70% after deductible, limited to 60 visits per calendar year	100%	50% after deductible	100%	70% after deductible, up to 100 visits
I/P Mental Health	90% no deductible	90% after deductible	100%	50% after deductible	\$200 per admission copay; 35 day max	70% after deductible; 30 day max	\$200 per admission copay; 35 day max	50% after deductible; 35 day max	\$200 per admission copay	70% after deductible
O/P Mental Health	90% no deductible	90% after deductible	90 days per calendar year	70% after deductible	100% after \$25 copay; 20 visit max	70% after deductible; 30 visits	\$25; 20 visit max	50% after deductible; 20 visits	100% after \$25 copay	70% after deductible
I/P Substance Abuse	90% no deductible	90% after deductible	60 visits per calendar year	50% after deductible	\$200 per admission copay; 30 day max	70% after deductible; 30 day max, per calendar year; 90 day lifetime max.	\$200 per admission copay; 30 day max	50% after deductible; 30 visits	100% after \$200 per admission copay	70% after deductible
O/P Substance Abuse	90%	90% after deductible	50 days per calendar year	70% after deductible	100% after \$15 copay; 20 visit max.	70% after deductible; 30 visit max, per calendar year; 120 visit lifetime max.	100% after \$15 copay; 20 visit max.	50% after deductible	45 days per calendar year; 90 days per lifetime	70% after deductible
			30 visits per calendar year				Combined 60 visits per calendar year		50 visits per calendar year; 150 visits per lifetime	

*Please note your prescription drug plan will remain the same per your current labor agreement and County policy with the exception of Council 10. For Council 10 members, copayments will default to the minimum retail and the minimum mail order cost referenced in your labor agreement.