

AGREEMENT

BETWEEN

CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

CAMDEN COUNTY COUNCIL #10

(CRAFTS UNIT)

JANUARY 1, 2008 TO DECEMBER 31, 2012

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PREAMBLE

This Agreement entered into this ___ day of _____, 2010 by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter called the "County", and CAMDEN COUNTY COUNCIL #10, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding on all the bargainable issues between the County and the Union.

**ARTICLE I
RECOGNITION**

The Board of Freeholders recognizes the Union, as being the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed and attached hereto and by reference made a part of this agreement, and for such additional classifications as the parties may later agree to include.

The County shall notify the Union in writing prior to the creation of new titles, of new classifications of employees, the filling of existing positions, promotions and title changes.

**ARTICLE II
CHECK OFF**

- A) The County agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B) A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Treasurer of the Union during the month following the filing of such card with the County.
- C) The aggregate deductions from all employees shall be remitted to the Treasurer of the Union together with the list of names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.
- D) If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the County written notice thirty (30) days prior to the effective date of such change and shall furnish to the County either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the union and signed by the president of the Union or Local Representative advising of such changed deduction.
- E) The Union will provide the necessary "Check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the County Treasurer.

- F) Any such individual written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the County Treasurer. The filing of notice of withdrawal shall be effective to terminate deductions in accordance with N.J.S.A. 52:14-15.9e as amended.
- G) The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the County or in reliance upon information furnished by the Union or official notification on the letterhead of the Union and signed by the President of the Union or Local Representative.

**ARTICLE IIA
AGENCY SHOP**

- A) The County agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B) The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C) The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments.
- D) The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the County.
- E) Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the County and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.
- F) The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the County or require the County to take any action other than to hold the fee in escrow pending resolution of the appeal

- G) The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason for action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the County, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

**ARTICLE III
WORK SCHEDULES**

- A) The regularly scheduled work week shall consist of forty (40) hours, Monday through Friday, except for those employees assigned to a continuous operations shift. For these employees their current work schedules shall continue. A modified work schedule shall be available to all employees as mutually agreed to by the affected employee, the employer and the Union.
- B) The regular starting time for the work shifts will not be changed without one (1) week notice, except in case of emergency, to the affected employee and without first having discussed the need for such changes with the Union.
- C) Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day, seven (7) days per week basis, employees so assigned will have their schedules arranged on the shift assigned in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year insofar as practicable.
- D) Where more than one work shift per day within a given classification exists, employees will be given preference of shifts in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance, however, will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.
- E) All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week.

**ARTICLE IV
OVERTIME**

- A) Overtime refers to any time worked beyond the regular hours of duty and is granted only when an employee is ordered to work by a department head. Employees who violate this section will be subject to Article XXIX, Paragraph A.
- B) Time and one-half (1½) the employee's rate of pay shall be paid for work under any of the following conditions:
 - 1) All work performed excess of the employee's regular hours of duty in anyone day.

- 2) All work performed in excess of the employee's regular hours of duty in anyone work week. Hours for which time and one-half or double time is paid shall not be included in the base weekly hours. Vacation time shall not be counted as time worked or paid for purposes of entitlement to overtime over forty (40) hours in a one week period except where vacation time is utilized by the employee in lieu of sick time.
 - 3) All work performed on Saturday and Sunday as such, except for those employees assigned on continuous operations.
 - 4) Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half pay for the hours worked on that holiday, in addition to the holiday pay. Other employees who are required to work on a holiday shall receive time and one-half pay for the hours worked on that holiday in addition to a day's pay for the holiday as such.
- C) Double the employee's regular hourly rate of pay shall be paid for all hours worked in excess of sixteen (16) consecutive hours of work, regardless of whether the work is performed during what otherwise would be the employee's regularly scheduled hours of duty.
 - D) Employees shall have the option of taking compensatory time in lieu of cash payment for over time. If an employee chooses compensatory time in any instance, the amount of such time will be computed on the basis as set forth above. Compensatory time off must be scheduled and approved by the Department Head.
 - E) Overtime work shall be distributed as equally as possible among employees within classification. Employees may be required to work a reasonable amount of overtime. An employee may be excused from an overtime assignment provided he has presented a valid excuse which has been approved by the Department Head. However, the Department Head may require the employee with the least seniority to work an overtime assignment.
 - F) Overtime shall be paid currently, or at least no later than the second pay period after overtime was served, if funds are available and if overtime pay has been agreed upon.

**ARTICLE V
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 County 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 overlap, 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

into 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 time of the call, compensation shall be for the period commencing with the time the employee reports for work.

**ARTICLE VI
RATES OF PAY**

- A) The pay scales for all employees covered by this Agreement shall be as the pay scales currently exist but as modified by Paragraphs H and I below. The County and the Union shall negotiate the salary for any title for which a salary has not been previously negotiated. New or additional employees hired during the term of this contract shall be governed by the pay scale as set forth in the appropriate schedule. The lowest rate being paid in a classification shall be the hiring rate.
- B) In any case where a more qualified person is advisable, upon written request of the Department Head or Freeholder Chairman of the Department to the Board of Freeholders for approval, the Board of Freeholders may make such an adjustment in the hiring rate as they deem necessary to properly and justifiably fill a position.
- C) Rates of compensation provided for in these regulations are fixed on the basis of full-time service in a full-time position. If any position is, by action of the Board, established on a basis of less than full-time service, or if, with the approval of the board, the incumbent of any full-time position is accepted for employment on a part-time basis only, the rate of compensation provided for the position (unless otherwise stated) shall be proportionately reduced in computing the rate of compensation payable for part-time service.
- D) The salary authorized under this Agreement shall be interpreted as exclusive of any longevity pay, authorized pursuant to statute.
- E) When an employee changes title, then his or her salary shall be adjusted to receive the same salary classification as the employee had in the former title. This provision shall be applicable to all changes in title within the County of Camden irrespective of whether the former title was covered by this Agreement. An employee changing titles after the signing of this Agreement whose former title was not subject to the same salary classification/step procedure contained in this Agreement, shall be placed in the salary classification/step which credits the employee with all years of service with the County and as if the employee had received a "satisfactory" evaluation each year.
- F) An employee who is required to work in a higher paid classification than his own shall be certified for such work after he has performed said work for two (2) consecutive weeks, or three (3) five day periods, spending at least fifty per cent (50%) of his time in activities under the higher paid job. Employees undergoing on-the-job training will not be considered as performing work in a higher paid classification. Such on-the-job training will not exceed twelve (12) consecutive weeks. Any employee undergoing on-the-job training will be paid at

the rate of his own classification.

- G) Those employees who, as a requisite of employment, are required by the County to wear specified uniforms (as opposed to conforming to a specified reasonable dress code) shall either be furnished those uniforms or receive a uniform allowance as set forth below. Uniform allowances shall be pro-rated based upon the actual number of weeks on active pay status. The County will keep a record of the title or persons required to wear uniforms and will furnish a list to the Union president annually upon request. At the County's option, the County may provide uniforms and the maintenance thereof. If such option is exercised, the uniform maintenance allowances of this Section shall not be applicable.
- 1) Employees required to wear uniforms which are not supplied by the employer shall be granted a uniform allowance of three hundred and seventy-five dollars (\$375) per year.
 - 2) Employees required to wear work shoes shall receive one hundred and seventy-five dollars (\$175) per year.
 - 3) Employees required to wear tailored uniforms which are furnished by the employer shall receive four hundred and fifty dollars (\$450) per year.

Any employee who reports for work out of uniform will be subject to disciplinary action.

- H) Employees covered under this Agreement will receive pay changes or increases as follows:
- 1) Effective the first pay period of 2010, all hourly rates shall be increased by 3.5%. Retroactive payments will be paid no later than the first pay period in November 2010.
 - 2) Any employee who worked during any period covered by this Agreement prior to the signing this Agreement shall receive a \$1,750 payment to be paid no later than the second pay period in January of 2011. This is a one time payment not added to base salary.
 - 3) Effective the fourteenth pay period of 2011, all hourly rates shall be increased by 2.8%.
 - 4) Effective the first pay period of 2012, all hourly rates shall be increased by 2.8%.
- I) Employees shall be hired at the hiring rate set forth in the attached title and salary schedule for their title. Commencing on their first anniversary of employment, these employees shall be paid 90% of the top rate for their title. Commencing on their second anniversary of employment, these employees shall be paid 95 % of the top rate for their title. Commencing on their third anniversary date and thereafter, these employees shall be paid the top rate for their title.
- J) Employees holding a title permanently or provisionally for two (2) years or more, who are laid off by the County and later recalled with five (5) years will receive the same salary classification as they had immediately prior to layoff and irrespective of whether the former title was covered by the agreement.

- K) Whenever an employee's wages are increased as a result of an increase in hours, such increases shall be implemented immediately on the effective date of the increase.
- L) All employees who earn and maintain a CDL license and are not required by law to possess such a license as a result of their regular job assignment shall be paid an additional thirty-one cents (\$0.31) per hour for all hours worked. All employees who hold a CDL license whether required by the job assignment or not shall be paid an additional ten cents (\$0.10) per hour for each endorsement they earn and maintain as long as the endorsement is related to a job function in which they may work.

**ARTICLE VII
INSURANCE**

- A) All employees will have the choice of enrolling in the Preferred Provider Organization (PPO) Plan, or in the HMO/POS plan (See attached Appendix A for the PPO Plan and Appendix B for the HMO/POS Plan). The County agrees that in the event that a dependent or a retiree resides for at least more than one month of the year in a location outside of the states of New Jersey, Delaware and the following five counties in Pennsylvania (Philadelphia, Chester, Bucks, Delaware and Montgomery), the County will enroll the dependent or retiree in the PPO plan with National Access to local providers in their residing area.

The County reserves the right to change carriers and/or add or remove specific plans so long as the County agrees to maintain substantially similar benefits to those in existence on January 1, 2009, except as provided below. Unless otherwise stated herein, all changes in this Article shall go into effect no sooner than January 1, 2011, and prior to these changes becoming effective, all of the provisions in the Insurance Article in the 2003-2007 collective bargaining agreement shall remain in full force and effect.

- B)
 - 1) Effective no sooner than January 1, 2011, the prescription co-payments shall be as follows:

Retail Pharmacy (One Month Supply)

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

Mail Order Pharmacy (Three Month Supply)

Salary	Generic	Brand	Brand Non-

			formulary
Under \$30,000	\$11	\$16	\$31
\$30,000-50,000	\$11	\$18	\$33
\$50,000-70,000	\$11	\$20	\$35
Over \$70,000	\$11	\$22	\$37

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

- 2) The Traditional Plan (Appendix C) shall remain for those existing employees currently enrolled in that plan. After the signing of this Agreement, no new employees shall be permitted to enroll in the Traditional plan, and if an employee currently enrolled in the Traditional plan leaves that plan, he or she will not be permitted to re-enroll in that plan.
- 3) Effective no sooner than January 1, 2011, employees covered by the Agreement shall contribute 1.75% of their base salary towards premiums for the HMO/POS plan and 2.25% of their base salary for the PPO and Traditional plans. These payments shall be made on a pre-tax basis pursuant to an IRS Section 125 plan. Employees opting out of insurance coverage shall not be subject to these premium contributions. These premium contributions shall be considered inclusive of the statutorily mandated 1.5% contribution which became effective May 22, 2010 and any other contributions mandated by State law. These contributions shall include prescription coverage.
- 4) Effective no sooner than January 1, 2011, all participants in the HMO/POS or the PPO plans shall be subject to a twenty (\$20) co-pay for all visits to a primary care physician, a twenty-five dollar (\$25) co-pay for all specialist visits, and a two hundred dollar (\$200) hospitalization co-pay for any inpatient hospital admission in accordance with the attached schedule of benefits (Appendix A & B).
- 5) Effective January 1, 1999, the County shall provide as a covered benefit (1) mammograms once yearly for all female employees and/or dependents over age forty, or more frequently, or at an earlier age, if a physician so prescribes; and (2) pap smears of the type prescribed by the employee's or dependent's physician once annually or more often as prescribed by employee's or dependent's physician because of a particular medical condition and/or family history. A hearing exam shall be provided as a covered benefit once every two (2) years or more frequently if medically prescribed.
- 6) "Civil union partners" and "domestic partners" shall be considered as dependents eligible for insurance benefits including opt-out.

- 7) Effective January 1, 2003, the County shall provide as a covered benefit all prescription contraceptive medications and devices.
- 8) The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age 65 but only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the term of this Agreement.
- 9) The County will continue to offer coverage in all plans for dependents up to the end of the year in which they turn age 19; if the dependent is a registered full-time student enrolled to an accredited institution, the dependent will be covered until the end of the month in which they turn age 23 for the HMO plan. PPO and prescription drug plans cover dependents up until the end of the year they turn age 23 regardless of student status. Subject to New Jersey statutory regulations (Chapter 375) and requirements, employees who are enrolled through any County medical or prescription plan may voluntarily opt to enroll their dependent in the (Dependent to age 31) coverage for an additional premium which is billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act. Dependents that are permanently disabled will remain covered during the life of the employee. Effective January 1, 2011, dependent children shall remain covered in the County's Medical and Prescription Drug Plans until age 26, subject to New Jersey State Eligibility Rules for dependents. Student status is not required. Coverage will terminate at the end of the month in which the child turns 26 subject to enrollment to age 31, pursuant to New Jersey statutory regulations, Chapter 375 as set forth above.

C)

- 1) Current employees retiring with twenty-five (25) or more years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administrated retirement system, and employees retiring on an accidental disability pension, retiring prior to December 31, 2012 (last day of active service), shall continue to receive fully paid health and prescription drug benefits. Throughout retirement, these employees will continue to pay the medical and prescription co-payments, deductibles and co-insurance that they paid as active employees at the time of their retirement.
- 2) Current employees retiring at age 62 or older with at least fifteen (15) years of service with Camden County and/or affiliated organizations; or retiring with at least fifteen (15) years of service with Camden County and/or affiliated organizations and twenty five (25) or more years of service credit in a state or locally administered retirement system; or retiring on an ordinary disability pension, shall continue to receive health and prescription benefits subject to the following percentage of premium co-payments effective no sooner than January 1, 2011:

<u>Years with the Employer</u>	<u>Percent of Premium</u>
10 years through 14 years (for Disability retirement only)	30%
Under 15 years	Cobra coverage only
15 years up to 19 years	25%
20 years up to 24 years	15%
25 years or more	0% (if retired prior to 12/31/2012)

- 3) Employees who retire after December 31, 2012 (last day of active service)(other than those retiring on an accidental disability pension), with twenty-five (25) or more years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system, shall contribute, based on the amount of their pension, one-half (1/2) of the percentage of salary contribution paid by active employees as well as the identical medical and prescription co-payments, deductibles and co-insurance paid by active employees. Retirees 65 or older who are eligible for Medicare shall pay the percentage of premium contribution in accordance with the above and the amount of the health and prescription drug programs applicable to Medicare eligible retirees to which they are enrolled.
- 4) Prior years of employment with Camden County and/or affiliated organizations shall count as "Years With the Employer" for the purpose of determining the appropriate co-pay as set forth above.
- 5) All retirees, age sixty-five (65) or older, are required to enroll in Medicare Parts A & B. If receiving health benefits from the Employer through an HMO, they must enroll in the Medicare HMO plan, if available, no later than three (3) months after turning age sixty-five (65), and remain enrolled so long as the Medicare plan is equal to or better than the HMO being offered.

Retirees may change their health care plan during the annual open enrollment period or if they are relocated to an area which is not serviced by their current plan. The County shall reimburse the retiree the cost of said enrollment into Medicare Part B. These reimbursements are inapplicable to anyone who retires prior to the signing of this Agreement. The retiree must remain on the County plan for secondary coverage.

- 6) Employees who retire after December 31, 2012, shall not have their co-payments for doctor visits or prescriptions increased by more than 10% in any three year period, and their premium sharing is capped at an amount equal to 1.5% of an individual's pension payment. It will be the retiree's responsibility to verify the pension amount which is subject to the premium contribution set forth above.
- D) Any employee covered by the agreement may choose, in writing to participate in the "Optional Health Benefits Program." Participation in this program is totally voluntary and is

intended for those employees who are covered by health insurance through another source.

- 1) If two employees are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage from Camden County or any other Employer Agency listed below, the other may not participate in the opt-out program.

Camden Employer Row Office
Camden Employer Mosquito Commission
Camden Employer Superintendent of Schools
Camden Employer Prosecutor's Office
Camden Employer Library System
Camden Employer Municipal Utilities Authority
Camden Employer Improvement Authority
Camden Employer Pollution Control Authority
Camden Employer Board of Elections
Camden Employer Superintendent of Elections
Camden Employer Health Services Center

- 2) Participation in the opt-out program means being paid the amounts listed below in lieu of insurance coverage.
- 3) If two employees are married or qualify as domestic partners/civil union partners, they may be covered individually as an employee or as a dependent under his or her spouse's/partner's County plan, but not both. Dependent children must be covered under one plan only.
- 4) If the spouse's/partner's benefits are terminated, the employee and his/her dependents may enroll in any of the available Plans. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time unless there is a change of life event. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to opt out of either medical coverage or prescription coverage or both.
- 5) Employees on non-paid leaves do not receive Opt Out payments.
- 6) If an employee chooses to participate in this program and drops employee and/or dependent coverage, the employee shall receive a monetary incentive as outlined below. The opt-out monthly amounts will be as follows:

<u>Change in Coverage Level</u>	<u>Medical Opt- Out Amount</u>	<u>RX Opt- Out Amount</u>
From Family to No Coverage	\$415.83	\$174.33

From Family to Single Coverage	\$272.68	\$114.04
From Family to Parent/Child Coverage	\$173.70	\$71.71
From Family to Husband/Wife Coverage	\$107.89	\$60.29
From Parent/Child to Single Coverage	\$98.98	\$42.34
From Parent/Child to No Coverage	\$242.13	\$102.63
From Husband/Wife to Single Coverage	\$164.79	\$114.04
From Husband/Wife to No Coverage	\$307.94	\$174.33
From Single to No Coverage	\$143.16	\$60.29

- 7) The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.
 - 8) The optional health benefits program shall be available to all new benefit-eligible employees on their benefit effective date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.
 - 9) The incentive shall begin to be paid to eligible employee no later than one month after the effective date of the option.
 - 10) An employee who files for opt out after May 22, 2010 shall receive an incentive equal to 25% of the savings to the County not to exceed \$5,000 in accordance with applicable State law.
 - 11) In order to enroll in the Opt Out Program, an employee must complete the enrollment form and provide proof of dependent status and current health insurance coverage. Annual reenrollment is required.
- E) County employees who are the dependents and/or spouse of an employee or retiree receiving benefits as the result of employment by Camden County, a Camden County Row Office, the Camden County Mosquito Commission, the Camden County Superintendent of Schools, the Camden County Prosecutor’s Office, the Camden County Health Services Center, the Camden County Library System, the Camden County Municipal Utilities Authority, the Camden County Improvement Authority, the Camden County Pollution Control Authority, the Camden County Superintendent of Elections, or the Camden County Board of Elections, and who are otherwise eligible for health benefits, must choose one type of health benefit coverage only and are not eligible for opt out.
- F) The County will provide each employee with disability coverage provided by the State of New Jersey.
- G) Effective no sooner than January 1, 2011, employees shall be responsible for extra costs

incurred by the County if there is a change in an employee's life status (divorce, death of spouse, etc.) which would affect their health and prescription benefits and the employee does not report it to the County Insurance Division within 60 days of the event.

- H) The County shall implement a Section 125 Premium Conversion Plan which will permit the payment of certain employee contributions in pre-tax dollars.
- I) The County will pay or cause to be paid to the Council #10 Health and Welfare Fund the sum of \$350 per year, increased to \$375 per year effective January 1, 2011 for each employee who is a member of the representative or for whom the representative is the bargaining agent.

The Representative agrees to save and hold harmless the employer 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 employer audits or reports dealing with said funds on June 30, 1983, and each June 30th thereafter.

**ARTICLE VIII
SICK LEAVE WITH PAY**

- A) Sick leave may be used by employees who are unable to work because of personal illness or injury; exposure to contagious disease; care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; or death in the employee's immediate family, for a reasonable period of time.
- B) The term "immediate family" is hereby defined to include the following: mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, step-parent, stepchild, stepbrother, step sister, grandchild, grandmother, grandfather, foster child, legal ward, legal guardian, civil union partner, domestic partner and other relatives residing in the employee's household. With the exception of civil union partner, brother-in-law, sister-in-law, step-parent, step-brother, step-sister and stepchild, the above definition is intended to be the same as the definition of "immediate family" set forth in Section 4A of the New Jersey Administrative Code and shall be modified to conform with any changes, additions or deletions made to the Code.
- C) Any shift employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one and one-half (1½) hours before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Other employees will provide the notification within sixty (60) minutes of their

scheduled starting time. Failure to give such notice may be cause of denial of the use of sick leave for that absence, and may constitute cause for disciplinary action.

- D) Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and one and one quarter (1 ¼) days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. Sick leave must be earned before being taken.
- E) If any employee is absent for five (5) consecutive work days (or after fifteen (15) days sick leave in anyone (1) year for any reason set forth in the above rule), the County may require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate.
- F) At the discretion of the Department Head, the employee seeking sick leave for personal illness or injury may be required to submit medical evidence to substantiate his/her request so long as the employee is advised in advance of the requirement. Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the employee will suffer a loss of his pay for any unauthorized time period. In the event the employee has exhausted his accumulated sick leave and is sick, the absence may be charged to the employee's vacation, if any, provided that the employee agrees and further provided that such use of vacation time will not be used to circumvent either the provisions or the intent of Article XXII, Strikes and Lockouts.
- G) Abuse of sick leave will be cause for disciplinary action.
- H) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
- I) Full-time temporary/provisional employees in the County shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- J) Effective January 1, 1996, employees who do not use sick time in any calendar quarter of the year shall earn one (1) additional vacation day for each quarter where there is no sick time use. Employees who use no sick time at all during any calendar year shall earn a total of five (5) additional vacation days for that year. Additional vacation days earned shall be credited to the employee's account as of January 1 of the following year. All vacation leave taken in that year shall be initially charged against this additional earned vacation leave, and then against earned vacation leave pursuant to Article XXI. No employee shall be entitled to earn additional vacation time in any quarter if during that calendar year the employee used 15 days of sick leave, unless that sick leave was used in conjunction with a hospital stay of three (3) days or more. Additional vacation time earned must be used within two (2) years of it being credited or it will be lost.
- K) Any employee who terminates service with the County with at least twenty-five (25) years

of service and who is 55 years of age or older shall be entitled to lump sum terminal leave pay equal to one half of the employee's earned and unused sick leave multiplied by his/her current rate of pay up to a maximum of \$23,000. Effective as of December 31, 2010, current employees will no longer be able to add days to their accumulated sick time for the purposes of sell-back at retirement. All time available as of that date will be available for any employee eligible for and requesting payment of accrued sick leave at retirement. Any sick leave used after that date will initially come from sick leave provided or accrued after that date. Sick leave banked prior to December 31, 2010 will not be used until all of the sick leave accrued after that date is exhausted. Current employees who retire on or before December 31, 2015 (last day of active service) will be able to sell back days at retirement pursuant to this section, but employees retiring after that date and any employee newly hired after this Agreement is signed, will not be eligible to sell back sick leave at retirement pursuant to this section.

- L) A requirement to submit medical evidence to substantiate a request shall be reviewed every six months.

**ARTICLE IX
MILITARY LEAVE**

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

**ARTICLE X
JURY DUTY**

- A) Employees shall be given time off without loss of pay when performing Jury Duty in the following circumstances:
 - 1) In State Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.
 - 2) In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5.00) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5.00) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the County Treasurer's Office.
 - 3) Employees assigned to the second or evening shift shall be given their shift off without loss of pay. Employees assigned to the 11 pm to 7 am shift shall receive the shift off which precedes their court appearance.

**ARTICLE XI
COURT TIME**

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

- B) The provisions of Section A shall not apply for appearance by an employee in connection with any activities noted in Article XXII.
- C) Employees assigned to the second or evening shift shall be given their shift off without loss of pay. Employees assigned to the 11 pm to 7 am shift shall receive the shift off which precedes their court appearance.

**ARTICLE XII
EMERGENCY LEAVE**

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

**ARTICLE XIII
BEREAVEMENT LEAVE**

- A) In the event of the death of an employee's spouse, mother, father (including step parents), child (including foster or stepchild), civil union partner or domestic partner, the employee shall be granted six (6) days off without loss of pay, one of which shall be the day of death or day of the funeral.
- B) In the event of the death of an employee's brother, sister (including step-siblings), father-in-law, mother-in-law grandmother, grandfather or grandchild, the employee shall be granted four (4) days off without loss of pay, one of which shall be the day of death or day of the funeral.
- C) In the event of the death of an employee's brother-in-law or sister-in-law, the employee shall be granted three (3) days off without loss of pay, one of which shall be the day of death or day of the funeral.
- D) Bereavement leave must be used within fourteen (14) calendar days of death.

**ARTICLE XIV
MATERNITY LEAVE**

Employees on maternity leave shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and through the period of disability as certified by an acceptable medical provider, in conjunction with any rights the employee may have under the state and federal family medical leave acts.

**ARTICLE XV
PERSONAL DAYS**

- A) All bargaining unit employees shall enjoy four (4) personal days per year for personal, business, household, or family matters described in this Article. Personal days shall be non-accumulative. Employees working in the Parks Department receive five (5) personal days per year pursuant to Article XVIII, Section A.

- B) Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work day.
- C) Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.
- D) Request for a personal day along with the reasons therefore, must be submitted at least three (3) full working days in advance and is subject to approval of the employee's supervisor. Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the individual had no prior knowledge and is unable to resolve the situation outside the workday. Personal leave will not be granted if it interferes with the manpower needs of the department.
- E) A personal emergency day shall not be granted for a day preceding or following holidays or vacations.

**ARTICLE XVI
FRINGE BENEFITS**

- A) Each employee shall be entitled to one fifteen (15) minute break for each half-day period of work (morning and afternoon and equivalent periods of shift work). Unused break times shall not be credited or accumulated.
- B) Employees required to travel on authorized, necessary County business and who are required to use their personal vehicle shall be reimbursed at the applicable IRS rate per mile plus out-of-pocket expenses.
- C) Where employees, as a condition of their job, are required to use their vehicles for official County business, said employees will declare such use on their application for automobile liability insurance. Upon presentation by them of an invoice from their insurance carrier evidencing an increased premium for business coverage, the County will pay ten dollars (\$10) to the affected employees on an annual basis.
- D) Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month.
- E) An employee who is assigned to work at a location outside Camden County shall be reimbursed at the applicable IRS rate per mile for the distance between the Camden County border and the assigned work location, to be calculated based on the most direct route from the employee's regular Camden County work location and the assigned out-of-County site.
- F) Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible to participate in the TransitChek program allowing purchase of public transportation vouchers with pre-tax

dollars.

ARTICLE XVII
SENIORITY

- A) Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire. Employees who are laid off by the County and are subsequently re-employed by the County in any capacity within seven (7) years of the effective date of layoff shall receive seniority credit for all time worked for the County prior to layoff with respect to all provisions of this Agreement.
- B) An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when he was not employed by the Employer.
- C) For employees with the same total length of service, seniority preference shall be given in alphabetical order of the employee's last name.
- D) The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Representative upon request.
- E) Except where New Jersey Civil Service Statutes require otherwise, in cases where provisional promotions, demotions, lay-offs, recalls and vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved and further provided that the exercise of such will have no adverse effect on productivity.

ARTICLE XVIII
HOLIDAYS

- A) The following National Holidays are recognized as paid holidays when celebrated as holidays: New Year's Day; President's Day; Good Friday; Memorial Day; Fourth of July; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Christmas Day; General Election Day; Martin Luther King Day; and the Friday before Labor Day. Bargaining unit employees working in the Parks Department shall not be entitled to the Friday before Labor Day as a paid holiday, but shall receive an additional personal day in lieu thereof.
- B) Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.
- C) It is understood that there shall be only one (1) day of celebration in the event the Holidays are celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration.
- D) Holidays which fall on Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday.

- E) When the Freeholders declare by formal action a day off for all County Employees, those who are required to work on such a day off shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other Representative Associations or Unions. Employees who work more than one half the day will receive a whole day as compensatory time. The granting by the Freeholders of a day off or a holiday in addition to those enumerated in Section A shall not be considered as a precedent and is subject to Freeholders approval each and every time such day off or holiday is granted.
- F) In order to be eligible to receive holiday pay as set forth in Article IV, Paragraph B, an employee must work the day before and the day after the holiday, unless he or she is specifically scheduled to be off because of assignment to a continuous operations shift or the employee is on an approved leave. If an employee is serving a suspension on a day before or a day after a holiday and as a result is disqualified from receiving holiday pay under this Section, the holiday shall be counted as a day of suspension.

**ARTICLE XIX
LONGEVITY**

Effective the first pay period of 1998, employees had their longevity pay added to their base pay. For purposes of this conversion, employees were entitled to longevity pay added to their, base in an amount one level higher than they would ordinarily be entitled to based on their years of service. Employees who had more than 20 years of service were entitled to a maximum of \$1,600.

**ARTICLE XX
DIFFERENTIAL PAY**

- A)
 - 1) Employees permanently assigned to the 2nd shift will be compensated at an additional rate of 10% of the hourly rate provided such employee's regular work day schedule is seven (7) or more hours.
 - 2) Employees permanently assigned to the 3rd shift shall be compensated at an additional rate of 8% of the hourly rate, provided such employee's work day schedule is seven (7) or more hours.
 - 3) If an employee's hours of work overlap between the 1st and 2nd shift, for the convenience of the employer, differential pay shall be paid for those hours.

**ARTICLE XXI
VACATIONS**

- A) Employees in the County service shall be entitled to vacation as follows:
 - 1) Permanent full-time employees in the County service shall be entitled to the following annual vacation with pay:

- a) Up to one year of service, one working day vacation for each month of service.
 - b) After one year and up to ten years of service, twelve (12) working days vacation.
 - c) After ten years and up to fifteen years of service, eighteen (18) working days vacation.
 - d) After fifteen years and up to twenty years of service, twenty (20) working days vacation.
 - e) After twenty years and up to twenty-five years of service, twenty-five (25) working days vacation.
 - f) After twenty-five years of service, twenty-eight (28) working days vacation.
- 2) Temporary/Provisional full-time employees in the county service shall be entitled to vacation leave to the same extent such leave is provided for permanent employees.
 - 3) Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the above schedule.
- B) In order to exercise seniority, vacation requests shall be submitted by the employee to his or her Department Head by May 1st so that the Department Head can prepare the vacation schedule for May 1 of that year through April 30 of the following year. Failure to submit such a request by May 1st will result in a loss of seniority preference for the employee. Requests received after May 1st will be granted on a first-come-first-served basis. The scheduling of all vacations is subject to approval of the employee's Department Head. For vacations of one (1) week or longer the Department Head will advise the employee of the approval or disapproval of the requested vacation time. Employees shall receive a response to all vacation requests within 48 hours, except when the request is for two days or less and is submitted two days or less in advance of the date requested, in which case the response shall be provided without unreasonable delay and in advance of the date(s) requested.
- C) Employees shall be allowed to use vacation time not accrued, in anticipation of continued employment provided that such time is scheduled time with the approval of the Department Head.
- D) If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate.
- E) Vacation time cannot be used for sick time without the express written consent of the employee.
- F) Where in a calendar year, the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation resulting from the pressure of work as determined by the County may be carried forward into the next succeeding year only and

will be scheduled to be taken in the succeeding year.

- G) All vacation time taken shall be initially charged against vacation time earned in accordance with Article VIII, section J, and then against vacation time earned pursuant to this Article.

**ARTICLE XXII
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 County. The Union agrees that such action would constitute a material breach of this Agreement.
- B) The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the County, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring out compliance with the Union order.
- C) Nothing contained in this Agreement shall be constructed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.
- D) The County agrees that it will not engage in the lockout of any of its employees.

**ARTICLE XXIII
SAFETY AND HEALTH**

- A) The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.
- B) In the case of an emergency, affecting employees covered by this Agreement, declared by local police authorities, it shall be the County's duty to notify all Department Heads as soon as possible with respect to an appropriate course of action.
- C) Employees must wear all safety equipment provided to them by the County. Failure to do so shall subject the employee to possible disciplinary action.

**ARTICLE XXIV
EQUAL TREATMENT**

- A) The County and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.
- B) The County and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the County or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.
- C) The County may establish reasonable and necessary rules of work and conduct for employees. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established as provided by N.J.S.A.34:13A-5.3.
- D) This Agreement shall be equitably applied to all employees covered by this Agreement.
- E) The Union as well as the affected employee shall receive a copy of any disciplinary action and attachment(s) which are placed in an employee's file. All employees shall have the right to review their personnel files upon reasonable request.

**ARTICLE XXV
GRIEVANCE PROCEDURE**

- A) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B) Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.
- C)
 - 1) With regard to employees, the term "grievance" as used herein means an appeal by an individual employee, or the Union on behalf of an individual employee, or group of employees, from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. With regard to the County, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.
 - 2) With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation,

incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

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

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

STEP TWO: If no agreement can be reached orally within fourteen (14) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within fourteen (14) calendar days thereafter to the designated County representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The designated County representative will answer the grievance in writing within fourteen (14) calendar days of receipt of the written grievance. The County and the Union will meet periodically at either party's request to discuss and try to settle as many grievances as possible prior to a hearing at Step 3. Both parties commit to settle outstanding grievances without the time and expense of having to go through the process below.

STEP THREE: If the Union wishes to appeal the decision of the designated County Representative, such appeal shall be presented in writing within fourteen (14) calendar days thereafter to the Division of Human Resources to be scheduled for a hearing before a County designated Hearing Officer. The County and the Union shall attempt to agree on which matters are scheduled for presentation to the County Hearing Officer on each hearing date. If no agreement is reached, each party shall have the right to designate fifty percent (50%) of the matters to be heard.

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

STEP FIVE: If the grievance is not settled through Steps One, Two, Three, and Four, either party shall have the right within twenty (20) calendar days to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the County and the Union. Any other expenses, including but not limited to the presentation of

witnesses, shall be paid by the parties incurring same.

E)

- 1) The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- 2) The arbitrator shall be bound by the provisions of the 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 the Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore and shall be final and binding on the parties.

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

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

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

I) The Union Representative will notify the Division of Human Resources in writing of the name of the employee who is designated by the Representative to represent employees under the grievance procedure. The employee so designated by the Representative will be permitted to confer with other representatives, employees, and with the Committee representatives regarding matters of employee representation during working hours without loss of pay for periods not in excess of three (3) hours per week in any calendar week.

ARTICLE XXVI
WORKERS' COMPENSATION

- A) When an employee is injured on duty, and meets the qualifications for Workers' Compensation, the employee will receive workers' compensation due him/her plus the difference between the amount received as compensation and net salary during the period of temporary disability, to a maximum of forty-five (45) working days.
- B) In the event of continued disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive worker's compensation. If the employee is entitled to use and authorizes the County to charge time to accumulated sick leave, the employee may receive the difference between the amount received as Worker's Compensation and his/her salary.
- C) An employee shall be permitted time off from work, including reasonable travel time, with no loss of pay or deduction from the employee's accumulated leave, in order to receive medical treatment when the appointment has been scheduled by the County to take place during the employee's regular work day.

ARTICLE XXVII
GENERAL PROVISIONS

- A) It is agreed that the Board of Freeholders and Council #10 may meet from time to time upon reasonable request of either party to discuss matters of general interest and concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given Council #10 or the Board of Freeholders.
- B) Employees who are covered by this Agreement shall perform the duties and responsibilities outlined in the New Jersey Civil Service Commission job specifications for their positions.
- C) Agents of the Union who are employees of the County of Camden will be permitted to visit the employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as there is no undue interference with the County's work. Whenever an employee of the County who is a representative of the Union is mutually scheduled to participate during work hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in regular pay or be charged with sick leave or vacation time. Employees will be allowed to leave their work stations up to one half (1/2) hour prior to the meetings and will be required to return to their work stations at the conclusion of the meeting provided there is at least one and half (1 ½) hours of work time remaining.
- D) Delegates of the Union will be permitted to attend New Jersey Civil Service Association meetings and conventions, without loss of pay, in accordance with R.S. 38:23.2.
- E) Part-time employees are those individuals employed under 30 hours per week. Part-time employees will earn vacation time, sick time, and personal days on a pro-rated basis.

Temporary part-time employees do not receive personal days, vacation or sick time. Part-time employees employed under 20 hours per week are not entitled to Health Benefits or prescription plan. No part-time employees are entitled to overtime or earned compensatory time.

- F) The County shall be responsible for printing, in booklet form, this collective bargaining agreement within 60 days of its execution by the parties. The costs of printing will be shared equally to the parties. At least 50 copies shall be supplied to Council # 10.
- G) Representatives of the County and Council # 10 shall meet at either party's request to discuss issues associated with the sell back of compensatory time.
- H) A "hyperlink" to the New Jersey Department of Personnel webpage listing open competitive and promotional announcements will be provided on the Camden County Today website."

**ARTICLE XXVIII
SEPARABILITY AND SAVINGS**

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

**ARTICLE XXIX
MANAGEMENT RIGHTS**

- A) The County of Camden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - 1) The executive management administrative control of the County Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
 - 2) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 - 3) The rights of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining

order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

- 4) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 - 5) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employees for good and just cause according to the law.
 - 6) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
 - 7) The County reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
- B) In the exercise of foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, and 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 hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C) Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities, and authority under R.S. 40A, R.S. 30, or any other national, state, County, or local laws or regulations.

ARTICLE XXX

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, with the sole exception of those items contained in correspondence between Mr. Dorf and Ms. Crangle dated August 31, 1983 and December 2, 1983 respectively concerning twelve (12) hour shift employees; and three letters between Ms. Crangle and Mr. Dodson dated September 17, 1986.
- B) During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXI

DURATION

This Agreement shall be in force and effect as of January 1, 2008, and shall remain in effect to and including December 31, 2012, without any reopening date. This Agreement shall continue

in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Camden, New Jersey on this _____ day of _____, 2010.

CAMDEN COUNTY BOARD OF CHOSEN
FREEHOLDERS

CAMDEN COUNTY COUNCIL #10

LIST OF CLASSIFICATIONS COVERED BY THIS AGREEMENT

Assist. Supervising Carpenter
Assist. Supervising Electrician
Assist. Supervising Heating & Air Conditioning
Mechanic
Assist. Supervising Maintenance Repairer
Assist. Supervising Mechanic
Assist. Supervising Plumber
Carpenter
Carpenter's Helper
Electrician
Electrician's Helper
Fire Signal System Repairer/Maintenance Repairer
Heating & Air Conditioning Mechanic
Maintenance Repairer
Mason
Mason's Helper
Mechanic
Mechanic Helper
Painter
Painter's Helper
Plumber
Plumber's Helper
Sr. Carpenter
Sr. Electrician
Sr. Maintenance Repairer
Sr. Mason
Sr. Mechanic
Sr. Painter
Sr. Plumber
Sr. Stationary Engineer
Sr. Welder
Stationary Engineer
Tile Setter
Welder

APPENDIX C

TRADITIONAL PLAN

The County agrees to maintain substantially similar benefits to those in existence on January 1, 2009. In addition the following apply to the Traditional Plan:

- 2) The yearly deductible applicable to those employees enrolled in the County's Traditional health insurance plan shall be \$200 for single coverage/\$300 for family coverage.
- 3) Employees are encouraged to utilize the services of "Preferred Providers". The County will be responsible for designating such "Preferred Providers". This program is strictly voluntary and shall not reduce the level of benefits currently provided pursuant to the County's self-insured health benefit program.
 - a) Employees will be advised by the County of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one (1) full year.
 - b) Certain other "Preferred Providers" as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.
 - c) Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in an HMO program.
- 4)
 - a) In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted, the County will only pay for fifty percent (50%) of the total cost of said surgery and all related treatment and services. Participants contemplating elective surgery which requires a second opinion must contact the administrator of the County's Self-Insured Benefits Program to arrange for said second opinion, which shall be provided at no additional cost to the participant.

ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
 2. Cataract Removal
 3. D & C (Dilation and Curettage)
 4. Hemorrhoidectomy
 5. Herniorrhaphy
 6. Hysterectomy
 7. Knee Surgery
 8. Spinal and Vertebral Surgery
 9. Ligation and Stripping of Varicose Veins
 10. Mastectomy or other Breast Surgery
 11. Prostatectomy
 12. Submucous Resection
 13. Tonsillectomy and/or Adenoidectomy
- b) All hospitalizations of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants 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 County Director of Insurance who shall be bound by the employee's doctor, which doctor will have the final say as to the necessity and length of hospital stay for the selected procedure. If any employee does not follow this procedure, the County's self-insured plan will only pay fifty percent (50%) of the costs associated with the selected procedure.
- 5) All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

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
- 6) Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.
 - 7) There will be no benefits paid under the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.
 - 8) Participants in the County's self-insured health 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 County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.
 - 9) When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.
 - 10) Effective January 1, 1993, Mental Health and Substance Abuse benefits under the County's self-insured health benefits program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.
 - 11) Effective January 1, 1993, benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
 - 12) Effective January 1, 1993, the County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or retirees claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the amount that the self-insured plan would normally cover - as if it were the primary plan.