

AGREEMENT

Between

CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS

And

CAMDEN COUNTY COUNCIL #10

(PARKS DEPARTMENT

HIGHWAY DEPARTMENT

LAKELAND COMPLEX)

N.J.C.S.A

January 1, 2003 to December 31, 2007

## **PREAMBLE**

"This Agreement entered into this \_\_\_\_\_ day Of \_\_\_\_\_, by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter called the "County", and CAMDEN COUNTY COUNCIL NO.10, NEW JERSEY CIVIL SERVICE ASSOCIATION, 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 Council as being the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its blue collar employees employed by the Camden County Board of Freeholders, in the Parks and Highway Departments and the Lakeland Complex, 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.ge, 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.ge 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 of action taken by the County in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the County, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

### **ARTICLE III**

#### **WORK SCHEDULES**

- A. The regularly scheduled work week shall consist of forty (40) hours, Monday through Friday, except for those employees assigned to a continuous operation shift. For those employees, their current work schedules shall continue. An alternative 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.
- F. The ten (10) hour and fourteen (14) hour work schedule for Institutional Firefighters as currently exists shall continue.

## 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 (1 1/2) the employees' regular rate of pay shall be paid for work under any of the following conditions:
1. All work performed in excess of 40 hours in a one week period except those hours for which time and one half (1 1/2) or double time is paid which shall not be included in the forty (40) 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 for the hours worked on that holiday, in addition to pay for that day.
- C. Double time the employees' 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 shifts.
  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 shifts perform work on the sixth (6) consecutive day of their scheduled workweek, 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 (7) consecutive day of their scheduled workweek (providing such employee has worked six (6) prior consecutive days), such day shall be considered as a Sunday for the purpose of computing overtime as stated above.
- E. Overtime work at the Parks Department shall be distributed as equally as possible among employees within the same classification by rotating, on a seniority basis, within the classification. Non-outdoor titles and the titles of Tree Climber, Seasonal Equipment Operator and Gardener shall be included in the Laborer pool for the purposes of overtime eligibility on a rotation basis by seniority. At Lakeland, overtime work shall be distributed as equally as possible among employees within the same classification by a

**ARTICLE IV** cont'd

continuous rotation on a seniority basis within the classification. In the Highway Department, except for snow emergencies, overtime work shall be distributed as equally as possible among employees within the same classification by a continuous rotation on a seniority basis within the classification. In snow emergencies, the current practice of overtime assignment shall continue as follows: Employees shall be ranked on a seniority basis, within the following classifications in the Highway Department only:

1. Truck Drivers
2. All Equipment Operator Titles
3. Laborers
4. All other employees covered by this contract

Assignment of overtime in snow emergencies shall be by continuous rotation within the list of classifications set forth above, provided the employee has the ability to perform the work required, except that the County may offer overtime opportunities to Truck Drivers, in order of seniority, once every 24 hours. 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. Employees shall have the option of taking compensatory time in lieu of cash payment for overtime. 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.
- G. 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.
- H. Firemen: Hours worked in excess of eighty (80) hours in a pay period by employees assigned to continuous operations shall be compensable at the rate of time and one half (1 1/2) of the number of hours worked in addition to those normally worked during that pay period.
- I. Whenever employees are assigned to perform overtime work as a truck driver that would require a CDL license in an emergency situation, they shall be paid at least the truck driver rate, but not less than their own rate if higher.
- J. Voluntary overtime shall be distributed by classification and seniority from the most senior on a rotating basis beginning with the employee immediately following the last senior employee who worked. Mandatory overtime shall be distributed by classification

**ARTICLE IV** cont'd

and seniority from the least senior employee on a rotating basis beginning with the next senior employee immediately following the last employee who worked. In the Parks Department only, if the voluntary overtime worked is for less than three (3) hours, the employee's name remains at the top of the list.

## **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 (1- V2) 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 Paragraph I below. 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. The wage rates for the titles of Building Maintenance Worker and Groundhand are to be increased in three (3) equal increments effective the first pay periods of 2000, 2001, and 2002 so as to ultimately reflect wage rates which are \$.25 per hour less than the rate for Laborer beginning the first pay period in 2002.
- 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.
- 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 during any calendar year, or for more than three (3) separate five consecutive day periods in any calendar year, or for any twenty (20) days within a calendar year, spending at least fifty (50%) percent 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.

**ARTICLE VI** cont'd

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 \$350 per year for 2003 which shall increase to \$375 per year effective the first pay period of 2004
2. Employees required to wear tailored uniforms which are furnished by the employer shall receive \$450 for cleaning purposes for 2003 which shall increase to \$500 per year effective the first pay period of 2004.
3. Employees required to wear work shoes not supplied by the County shall receive \$150 per year for 2003 which shall increase to \$175 per year effective the first pay period of 2004.

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

- H. Salaries authorized under this agreement shall be interpreted as exclusive of maintenance costs (room and meals) for employees, where applicable. All employees at the Hospitals shall be treated equally as far as practicable in regard to lunch hours.
- I. Employees covered under this Agreement will receive pay changes or increases as follows:
1. Effective first pay period of 2003 – 4% pay increase on the hourly rate.
  2. Effective first pay period of 2004 - 4% pay increase on the hourly rate.
  3. Effective first pay period of 2005 - 3.5% pay increase on the hourly rate.
  4. Effective first pay period of 2006 - 3.5% pay increase on the hourly rate.
  5. Effective first pay period of 2007 – 3.5% pay increase on the hourly rate.
- J. 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.
- K. All employees shall receive an additional seventy-five cents (75 cents) per hour, effective the first pay period of 2000, for all hours worked on voting machine detail.

**ARTICLE VI** cont'd

- L. All employees who are not assigned to the Lakeland Complex who earn and maintain a CDL license but who are not required by law to possess such license as a result of their regular job assignment, shall be paid an additional thirty-one (31 cents) per hour for all hours worked. All employees who are not assigned to the Lakeland Complex who hold CDL licenses, whether required by their job assignment or not, shall be paid an additional ten cents (10 cents) per hour for each endorsement they earn and maintain so long as the endorsement is related to a job function performed by the department in which they work. Institutional Firefighters who possess EMS certification shall receive an additional \$500 added to their base rate of pay beginning the first pay period of 2000.
  
- M. All employees currently in the title of "Groundhand" shall be moved into a "Laborer" title. The "Groundhand" title shall be eliminated.

## ARTICLE VII

### INSURANCE

- A. 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:
1. Effective upon the signing of this Agreement, the prescription co-pay for employees whose yearly salary is \$30,000 or less shall be two dollars (\$2.00) for generic prescription drugs, five dollars (\$5.00) for name brand prescription drugs and seven dollars (\$7.00) for maintenance prescription drugs. The prescription co-pay for employees whose yearly salary is between \$30,001 and \$50,000 shall be two dollars (\$2.00) for generic prescription drugs; seven dollars (\$7.00) for name brand prescription drugs, and ten dollars (\$10.00) for maintenance prescription drugs. The prescription co-pay for employees whose yearly salary is \$50,000 I or more shall be two dollars (\$2.00) for generic prescription drugs, ten dollars (\$10.00) for name brand prescription drugs, and ten dollars (\$10.00) for maintenance prescription drugs. For all employees and/or dependents there shall be no co-pay for mail-in prescription drugs. After the purchase of three (3) consecutive months of maintenance prescription drugs, the prescription co-pay for maintenance drugs as set forth above shall be applicable for all such maintenance prescription drugs not ordered through the available mail-in procedures. However, if the prescription drug cannot be prescribed for ninety (90) days or cannot be mailed then the employee shall pay only the appropriate co-pay (generic or name brand) set forth above. The decision of the County to require maintenance prescription drug co-pay shall be appealable through the grievance procedure.
  2. Employees and their dependents 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.
  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.

## **ARTICLE VII cont'd**

- 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

## **ARTICLE VII cont'd**

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 Pre-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. D & C (Dilation and Curettage)
7. Tubal Ligation
8. Knee Surgery
9. Bunionectomy
10. Submucous Resection

**ARTICLE VII** cont'd

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

**ARTICLE VII** cont'd

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.
13. All new employees hired between March 12, 1993 and October 18, 1995 shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

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

All new employees hired after the October 18, 1995 shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

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

**ARTICLE VII** cont'd

8	4%
9	0%

Effective first pay period of 2000, the employee co-pay, however, will be reduced on an annual basis as follows: If the employee joins the lowest cost health insurance plan available at the annual period of open enrollment, the employee shall be entitled to a credit towards his/her percentage-co-pay equal to the difference between the lowest cost plan available and the average cost of all the other health insurance plans available. The employee shall receive the credit on the first two pays of each month. The credit may not exceed the employee's percentage co-pay. The average cost shall be determined by combining the costs, for the County's self-insured traditional indemnity plan and the PPO plan at the indemnity plan and the PPO plan at the prior year's rate, with the existing HMOs at the current rates, subtracting the lowest cost plan and then dividing the remaining costs by the remaining total number of plans. Average costs shall be separately calculated for each type of coverage, i.e., single, husband/wife, parent/child and family. The employee must remain in the lowest cost plan for the entire year in order to be entitled to the credit. If at any open enrollment period an employee elects not to remain in the lowest cost major medical plan, the applicable employee percentage co-pay pursuant to this Section shall be based solely on the employee's years of employment with the County.

14. All participants who retired from the County prior to January 1, 1993 with less than twenty-five years of service with the County shall continue to receive all health benefits in accordance with paragraph A above, and at the same cost to the participant as currently exists as of the effective date of this Agreement. All such employees who retired from the County with five (5) years of service or less with the County as of their date of retirement shall be entitled to receive all health benefits as set forth in paragraph A above at a cost fifty (50%) percent of the actual cost for the type of coverage selected by participants as established by the County and adjusted on an annual basis.

All employees who retired from the County January 1, 1993 through December 31, 1997 shall be entitled to receive all health and prescription benefits as set forth in paragraph A above at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the County and adjusted on an annual basis:

<u>Years of County Service</u>	<u>Participant Co-Pay</u>
0-5 years	COBRA coverage only
5-10 years	15%
10-25 years	10%
25 or more years	0%

**ARTICLE VII cont'd**

All employees who retire from the County on or after January 1, 1998, shall be entitled to receive all health benefits in accordance with paragraph A above at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the County and adjusted on annual basis:

<u>Years of County Service</u>	<u>Participant Co-Pay</u>
0-10 years	COBRA coverage only
after 10-15 years	25%
after 15-20 years	20%
after 20-25 years	10%
25 or more years	0%

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

Any retiree age 65 or older who is receiving health benefits from the County through an HMO must enroll in a Medicare plan, if available, no later than three (3) months after retirement, and remain enrolled so long as the Medicare plan is equal to or better than the traditional HMO being provided. 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.

15. Effective upon the signing of this Agreement, the yearly deductible applicable to those employees enrolled in the County's traditional health insurance plan shall increase to \$200 for single coverage/\$300 for family coverage.
  
- B. The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age 65, but only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the terms of this agreement.
  
- C. The County will pay health insurance premiums for a plan providing benefits as required in Section A above for a County employee who has retired after twenty-five (25) years of service with the County. Any retiree age 65 or older who is receiving health benefits from the County through an HMO must enroll in a Medicare plan, if available, no later than three (3) months after retirement, and remain enrolled so long as the Medicare plan is equal to or better than the traditional HMO being provided. 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.

**ARTICLE VII** cont'd

- D.
1. Effective January 1, 1999, the County will payor cause to be paid to the Council #10 Health and Welfare Fund the sum of \$250.00 per year for each employee who is a member of the representative or for whom the representative is the bargaining agent. This amount shall increase to \$300 effective January 1, 2000; shall increase to \$325 effective January 1, 2001; and shall increase to \$350 effective January 1, 2002.
  2. 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.
- E. Any employee covered by this Agreement may chose, in writing, at any time, to participate in the "Optional Health Benefits Program". Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who choose not to maintain the County's health coverage.
1. 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.
  2. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will restore the employee, his or her spouse and/or dependents to coverage under the County's Self-Insured Plan for the remainder of that year, effective the first day of the following month. If the employee desires to reinstate HMO coverage he or she will be required to wait until the next open enrollment period. The employee can opt out anytime during the year but must remain in the program for one full year.
  3. The incentive paid shall be fifty (50%) percent of the combined average of all County HMO's at their current rate and the rate for the County's self-insured plan (the self insured plan shall include the Traditional Plan plus the PPO) at the prior year's rate, for the coverage dropped.
  4. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

**ARTICLE VII** cont'd

5. The optional health benefits program shall be available to all new employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.
  6. The optional health benefits program shall be applicable to the county's self-funded prescription program and employees who drop such coverage shall be entitled to an incentive fifty (50%) percent of the annual premium cost, paid in equal monthly installments, under the same terms and conditions as are applicable to participation in the remainder of the optional health benefits program.
  7. The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.
- F. Effective January 1, 1993, the County of Camden will join or otherwise implement the terms of the New Jersey Temporary Disability Program for all employees.
- G. Effective January 1, 1996, all participants in an HMO shall be subject to a \$5 co-pay for all visits to a primary physician.
- H. 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.

## 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, stepchild, grandchild, grandmother, grandfather, foster child, legal ward, legal guardian, and other relatives residing in the employee's household. With the exception of brother-in-law, sister-in-law and stepchild, the above definition is intended to be the same as the definition of "immediate family" set forth in Section 4A of the New Jersey Administrative Code and shall be modified to conform with any changes, additions or deletions made to the Code.
- C. Any shift employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one and one-half (1 1/2) hours before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Other employees will provide the notification within sixty (60) minutes of their scheduled starting time. Failure to give such notice may 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 1/4) days per month per year in every calendar year of employment thereafter, and shall accumulate from year to year. Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. Sick leave must be earned before 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 authorized time period. In the event the employee has exhausted his accumulated sick leave and is sick, the absence may be charged to the employee's vacation, if any, provided that the employee agrees and further provided that such use of vacation time will not be used to circumvent either the

**ARTICLE VIII** cont'd

provisions or the intent of Article XXII, Strikes and Lock-outs.

- G. Abuse of sick leave will be cause for disciplinary action.
- H. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
- I. Full-time temporary employees in the County service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- J. 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.
- K. 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 used. 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 on January 1 of the following year. All vacation leave taken in that year shall be initially charged against this additional earned vacation leave, and then against earned vacation leave pursuant to Article 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 its being credited or it will be lost.

**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.
- B. Institution Firefighters and Fire Captains assigned to the 8 am – 6 pm shift shall be given their shift off without loss of pay when performing jury duty. Employees assigned to the 6 pm – 8 am shift shall be given the shift off which precedes the day of jury duty, without loss of pay.

**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 above shall not apply for appearance by an employee in connection with any activities noted in Article XXII.

**ARTICLE XII**  
**EMERGENCY LEAVE**

Employees shall be given time 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 mother, father, spouse or child, the employee shall be granted six (6) days off without loss of pay, one of which shall be the day of death or the day of the funeral.
  
- B. In the event of the death of an employee's mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother, sister, foster child, step child, foster parent or step parent, the employee shall be granted three (3) days off without loss of pay, one of which shall be the day of death or the day of the funeral.
  
- C. In the event of the death of an employee's brother-in-law or sister-in-law, the employee shall be granted two (2) days off without loss of pay, one of which shall be the day of death or the day of the funeral. .

## **ARTICLE XIV**

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

## **ARTICLE 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.

## 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 subsequent to the signing of this agreement and are subsequently reemployed by the County in any capacity within seven years of the effective date of the layoff shall receive seniority credit for all time worked for the County prior to layoff with respect to all provisions of this agreement.
- B. All time worked for the County, including approved leaves of absence, shall be included in calculating an employee's length of service except where there is a break in service as a result of termination for disciplinary reasons. Where an employee has been terminated by the County for disciplinary reasons and then subsequently rehired by the County, time worked for the County prior to the termination shall not be included in calculating seniority.
- 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.
- F.
1. Any vacancies or newly created positions within the bargaining unit will be posted prominently for seven (7) calendar days. The posting shall include the classifications, the shift assignment, current scheduled days off and the procedure to be followed by employees interested in applying.
  2. A copy of such notice posted will be forwarded to the appropriate Local Union Officers.
  3. 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.

4. Should the County not hire from the outside, the most senior person who applies and has the ability to perform the work shall be hired.

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 XVII

### HOLIDAYS

- A. The following National Holidays are recognized as paid holidays when celebrated as holidays: New Years 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, except that for employees on a continuous operation shift, the holiday shall be celebrated on the actual day of the holiday.
- E. When the Board of Freeholders declare by formal action a day off for all County Employees, those who are required to work on such a day off shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other Representative Associations or Unions. Employees who work more than one half the day will receive a whole day as compensatory time. The granting by the Board of Freeholders of a day off or a holiday in addition to those enumerated in Section A shall not be considered as a precedent and is subject to Freeholder approval each and every time such day off or holiday is granted.
- 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 operation shift or the employee is on an approved leave.

## **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 employees hours of work overlap between the 1<sup>st</sup> and 2<sup>nd</sup> 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 follow 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 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 April 1<sup>st</sup> so that the Department Head can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1<sup>st</sup> will result in a loss of seniority preference for the employee. The scheduling of all vacations is subject to approval of the employee's Department Head. For vacations of one (1) week or longer, the Department Head will advise the employee of the approval or disapproval of the requested vacation time.
- C. Employees shall be allowed to use vacation time not accrued, in anticipation of continued employment provided that such time is scheduled time with the approval of the Department Head.

**ARTICLE XXI** cont'd

- D. If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate.
- E. Vacation time cannot be used for sick time without the express written consent of the employee.
- F. 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. Denial of vacation time shall be given to the employee in writing. If, in the second year, due to the pressure of work as determined by the County, the employee still has accumulated vacation that will be lost, the employee has a right to sell that time only. Such request shall be made in writing by December 1<sup>st</sup>. The parties agree that all vacation used shall be charged to the employee's earliest accumulated vacation time, except for vacation earned pursuant to Article VIII, Section L, and that an employee's use of vacation shall be calculated based on a calendar year and not the County's payroll year.

## **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 Employer's duty to notify all Department Heads as soon as possible with respect to an appropriate course of action.
  
- C. Employees must wear all safety equipment provided to them by the County. Failure to do so shall subject the employee to possible disciplinary action.

## ARTICLE XXIV

### EOUALTREATMENT

- 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. The County and the Union will meet periodically at either party's request to discuss and try to settle as many grievances as possible prior to a hearing at Step 3. Both parties commit to settle outstanding grievances without the time and expense of having to go through the process below.
  
- C.
  - 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them. With regard to the County, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement.
  
  - 2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.
  
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

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

STEP TWO: If no agreement can be reached orally within fourteen (14) calendar days of the initial discussion with the immediate supervisor, the employee or the Union may

**ARTICLE XXV** cont'd

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.

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

**ARTICLE XXV** cont'd

grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the County of Camden or require the recall of off-duty employees.

- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.
- H. In the event the aggrieved elects to pursue remedies available through the Civil Service or EEO or Civil Rights complaint procedures, the grievance shall be cancelled 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 cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.
- I. The Union Representative will notify the Labor Relations Committee 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 working days. Employees entitled to Workers' Compensation benefits shall continue to receive a regular paycheck from the County during the period of temporary disability, up to a maximum of 45 working days. The County shall be entitled to an assignment by the employee of the Workers' Compensation benefits due and payable to him for this period.
- B. In the event of continued temporary 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, vacation, personal leave or compensatory time, 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 or its Workers Compensation Carrier 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.

The parties further agree to establish a Labor-Management Committee to meet on a regular basis to discuss issues confronting the County and its work force. Topics shall include, but not be limited to, health care costs, layoffs, and training for displaced employees. The Committee shall consist of a mutually agreed upon number of members with half designated by the County and the other half designated by Council #10.

- B. Employees who are covered by this Agreement shall perform the duties and responsibilities outlined in the New Jersey Department of Civil Service job specifications for their positions.
- C. Agents of the Union who are employees of the County of Camden will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, as long as there is no undue interference with the Employer's work. Whenever any employee of the County who is a representative of the Union is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in regular pay or be charged with sick leave or vacation time. Employees will be allowed to leave their work station up to one half (1/2) hour prior to the meetings and will be required to return to their work station at the conclusion of the meeting provided there is at least one and one-half (1 1/2) 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. Permanent part-time employees will earn vacation time, sick time, and personal days on a pro-rated basis. Temporary or provisional 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 by the parties. No less than 275 copies shall be printed, 200 to be provided to the Union and 75 to be retained by the County.

**ARTICLE XXVII** cont'd

- G. Effective upon the signing of this Agreement, the County shall require a bargaining unit member assuming the presidency of Camden Council #10 to waive his/her full salary and accept an annual salary of \$7,500 for the duration of the term of office. During such period of time, the County agrees to continue to provide that employee with all health benefits, including prescription and appropriate Health and Welfare contributions and to continue contributions on the employee's behalf to PERS, but shall be obligated to provide no other contractual benefits. At the conclusion of said term of office, the County agrees to reinstate the employee to the then current contractual salary for the employee's title.
  
- H. All job openings for which the New Jersey Department of Personnel posts notices of an open competitive and/or promotional examination shall be copied to the Union when posted by the County Division of Human Resources. All promotional examination announcements shall be copied to the Union office and promptly distributed to all affected departments where they shall be posted prominently in areas where notices to employees are normally placed.
  
- I. 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.

## **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 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 right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
  4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
  5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
  6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
  7. The County reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgement 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 County of its rights, responsibilities, and authority under R.S. 40A, 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 12, 1983 respectively, concerning twelve hour shift employees, and three (3) 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, 2003, and shall remain in effect to and including December 31, 2007, 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 \_\_\_\_\_, \_\_\_\_\_.

CAMDEN COUNTY  
COUNCIL #10 N.J.C.S.A.

CAMDEN COUNTY BOARD OF  
CHOSEN FREEHOLDERS

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