

**AGREEMENT**

**BETWEEN**

**CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS**



**AND**

**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1014**

**(PARKS DEPARTMENT, HIGHWAY DEPARTMENT AND LAKELAND COMPLEX)**



**JANUARY 1, 2013 TO DECEMBER 31, 2018**



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**PREAMBLE**

"This Agreement entered into this 2nd day of December, 2010 by and between the CAMDEN COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter called the "County", and COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1014, hereinafter called "Local 1014" or 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.) 52:14-15.9e, 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 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 XXVIII, paragraph A.

B) Prior to the signing of the contract, time and one-half (1½) 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 (1½) or double (2) 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.

Employees on continuous operations who are required to work a holiday shall receive time and one half (1½) for the hours worked on that holiday, in addition to pay for that day.

C) Prior to the signing of the contract, double time (2) 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) Prior to the signing of the contract, when employees assigned to continuous operation shifts perform work on the sixth (6th) 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 (7th) 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) Effective with the signing of this contract, time and one-half the employee's rate of pay shall be paid for work under any of the following conditions:

- 1) All worked performed in excess of forty (40) hours in a work week.
- 2) All work performed when an employee is required by the County to work beyond his/her regularly shift. This shall not apply to any situation where the employee volunteers to work time authorized beyond his/her regular shift.
- 3) All work performed in a weather emergency beyond an employee's regularly scheduled shift.

- F) Paid leave, with the exception of compensatory time leave shall not be considered time worked for the purpose of determining when time and one-half the employee's rate of pay shall be paid.
- G) Double time (2) the employees' regular hourly rate of pay shall be paid for all work performed in excess of sixteen (16) consecutive hours of work.
- H) 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 Maintenance Worker 2, 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 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, Tractor Trailer Drivers and Road Repairers
- 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. Effective with the signing of this Agreement, all compensatory time must be used by the end of the calendar year following the year it is earned. Failure to do so will result in assignment of such time by the County or payment as determined by the employee. Requests for the use of comp time shall not be unreasonably denied. This shall not include time accumulated before the signing of the Agreement.



- 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) 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.
- I) 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 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.
- J) At the discretion of the County, the County may close County facilities due to weather related emergencies. Non-Essential employees who are not required to work shall be granted the day off with pay, and are not entitled to any additional leave time. All essential County employees assigned to work in non-24/7 operations, who are required to work in weather-related emergencies on those days when non-essential employees are given the day off with pay, shall receive one personal day for each such day worked, in addition to being paid in accordance with the County's regular payroll practices for all hours worked on that day. This personal day shall have no cash value. There shall be no restrictions on the use of this day, other than for scheduling purposes, this day shall be treated as if it is a vacation day and scheduled accordingly.

#### **ARTICLE V – CALL IN TIME**

- A) Prior to the signing of the contract, 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 (1½) 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) Effective with the signing of the contract, if an employee is recalled to duty, he shall be paid for travel time plus time worked at time and one-half the employee's regular rate of pay starting when the time the employee receives the call and ending when the employee returns to his starting location. This provision does not apply to recall duty immediately prior to or immediately after an employee's normal shift.
- C) 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 G 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) Rates of compensation provided for in these regulations are fixed on the basis of full-time service in a full-time position. If any position is, by action of the Board, established on a basis of less than full-time service, or if, with the approval of the Board, the incumbent of any full-time position is accepted for employment on a part-time basis only, the rate of compensation provided for the position (unless otherwise stated) shall be proportionately reduced in computing the rate of compensation payable for part-time service.
- C) 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.
- D) 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.
- E) 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 be furnished those uniforms. If furnished, the County will provide replacement uniforms upon receipt of damaged or worn uniform items. Any employee who reports for work out of uniform will be subject to disciplinary action.
- F) Employees required to wear work shoes not supplied by the County shall receive \$175 per year.
- G) Employees covered under this Agreement will receive pay changes or increases as follows:

- 1) Effective the first pay period of 2013, pay rates for all titles and steps be increased by 2%
- 2) Effective the first pay period of 2014, pay rates for all titles and steps be increased by 2%
- 3) Effective the first pay period of 2015, pay rates for all titles and steps be increased by 2%
- 4) Effective the first pay period of 2016, pay rates for all titles and steps be increased by 2%
- 5) Effective the first pay period of 2017, pay rates for all titles and steps be increased by 2%
- 6) Effective the first pay period of 2018, pay rates for all titles and steps be increased by 2.25%

All salary increases shall be retroactive to the first pay period of 2013. Retroactive payments will be paid as soon as is reasonably practical. The County shall make every reasonable effort to make retroactive payments on or before the fourth pay date after the signing of the Agreement.

- H) 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.
- I) All employees shall receive an additional seventy-five cents (75¢) per hour for all hours worked on voting machine detail.
- J) 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 cents (31¢) 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¢) 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.

## **ARTICLE VII – INSURANCE**

### **A) HEALTH BENEFITS**

- 1) Subject to the employee premium sharing schedule detailed below, the County shall provide the health and prescription benefits through all of the plans offered by the New Jersey State Health Benefit Program (NJSHBP) or substantially similar plans and benefits for employees working 25 hours or more per week for medical and prescription drug

benefits. Local 1014 and County agree to be bound by the requirements and terms of the NJSHBP and the New Jersey State Health Benefits Commission.

#### B) PREMIUM CONTRIBUTION

- 1) Pursuant to P.L. 2011, c. 78, effective June 28, 2011, the amount of contribution to be paid by an active employee for medical and prescription drug benefits for the employee and any eligible dependent shall be in accordance with the contribution schedule set forth in P.L. 2011, c.78.
- 2) Base salary shall be used to determine what an employee earns for the purposes of this provision.
- 3) As used in this Section, "cost of coverage" means the premium or periodic charges for health care and prescription benefits, provided pursuant to N.J.S.A. 40A:10-16 et seq., or any other law, charged by Camden County.
- 4) Employees hired and employed on June 28, 2011 or thereafter shall pay the "Year Four" contribution set forth in P.L. 2011, c. 78, upon employment.
- 5) Employee contributions shall be made by way of pre-tax withholding of the contribution from the employee's pay, salary, or other compensation. Employees who waive coverage shall not be subject to contribution withholdings. Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a calendar year, to the extent possible, in accordance with the County's customary payroll practices unless otherwise required by law.
- 6) The required premium contribution paid by any employee under this Article shall not under any circumstance be less than 1.5 per cent of base salary. An employee who pays the contribution required in P.L. 2011, c. 78, shall not also be required to pay the contribution of 1.5 per cent of base salary.
- 7) Upon completion of the four (4) year schedule of payments pursuant to the provisions of P.L. 2011, c. 78, the statutory rates of contributions towards the cost of health insurance shall remain in effect subject to collective negotiations between the parties.

#### C) CO-PAYMENTS

- 1) Effective September 1, 2012, prescription co-payments shall be consistent with the rates set forth in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan.
- 2) Effective September 1, 2012, employees shall be subject to all dollar co-payment requirements as set forth in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan.

#### D) DEPENDENT COVERAGE

- 1) Coverage for eligible dependents shall be included in all health and prescription plans for eligible employees.
- 2) The County shall make dependent coverage in the County's Medical and Prescription Drug Plans as set forth in this Article available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.
- 3) Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any County Medical or Prescription Drug Plan may elect to enroll their dependent to age 31 for an additional premium which shall be 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 and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.
- 4) "Civil union partners" and "domestic partners" of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits.

#### E) RETIREE BENEFITS

Subject to the requirements of this Article, the County shall provide to retirees and their eligible dependents, medical and prescription benefits as set forth in the "Health Benefits" Section of this Article.

- 1) Any employee with twenty (20) or more years of creditable service in one or more State administered retirement system as of June 28, 2011 and who subsequently retires after the signing of this contract 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 administered retirement system shall contribute 1.5% of the retiree's monthly retirement allowance, including any future cost of living adjustments.
- 2) Any employee with less than twenty (20) years of service of creditable service in one or more State administered retirement system as of June 28, 2011 and who subsequently retires after the signing of the contract 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 administered retirement system shall contribute the amount determined in accordance with P.L. 2011, Chapter 78, including any future cost-of-living adjustments.

- 3) Current employees retiring at age 62 or older, and who have at least fifteen (15) years of service with Camden County and/or affiliated organizations, or twenty-five (25) or more years of service credit with Camden County and/or affiliated organizations, or current employees retiring on an ordinary disability pension after the signing of the contract, shall receive health and prescription benefits subject to the following percentage of premium contributions:

<u>Years with the County</u>	<u>Percentage of Premium</u>
10 years through 14 years (for Ordinary Disability Retirement only)	30%
15 years up to 19 years	25%
20 years up to 24 years	15%
25 years or more	Amount determined in accordance with P.L. 2011, Chapter 78, if retiring after the signing of the contract

However, employees who had at least 20 years of service as of June 28, 2011 and retire after the signing of the contract with 25 or more years of service are grandfathered at 1.5% of their monthly pension allowance.

- 4) Prior years of employment with Camden County and/or affiliated organizations, as indicated below, shall count as "Years with the County" for the purpose of determining the appropriate premium contribution as set forth above.

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

- 5) Employees who retire shall pay the medical and prescription co-payments/deductibles as offered by the NJSHBP or substantially similar plans until they enroll in a Medicare plan, at which time these payments shall be determined by the Medicare plan selected.

- 6) 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 co-payments applicable to Medicare eligible retirees in the plan in which they are enrolled.
- 7) Retirees are required to submit annual verification to the County of the amount of their monthly retirement allowance in a form and from a source acceptable to the County at the time of the County's open enrollment period for healthcare benefits. Failure to do so in any given year may subject the employee to a contribution payment of twenty-five (25%) percent of the cost of coverage for the plans available to and selected by the employee for that year after notice and a reasonable opportunity to correct the problem.
- 8) Effective with the signing, the amount payable by a retiree who is required to make a contribution under this subsection shall not under any circumstance be less than the 1.5 percent of the monthly retirement allowance, including any future cost of living adjustments thereto, that is provided for such a retiree, if applicable to that retiree, under subsection b. of N.J.S.A. 40A:10-23. A retiree who pays the contribution required under this subsection shall not also be required to pay the contribution of 1.5 percent of the monthly retirement allowance under subsection b. of N.J.S.A. 40A:10-23.
- 9) All retirees and eligible dependents of retirees, age sixty-five (65), or in receipt of Social Security Disability benefits for at least 24 months who are receiving benefits through Camden County are required to enroll in Medicare Parts A & B within three months of becoming eligible for Medicare. The County shall reimburse the retiree the cost of said enrollment into Medicare Part B. The retiree must remain on the County plan for secondary coverage. Employees retiring after December 31, 2018 (last day of active service) shall not be eligible for reimbursement of Medicare premiums by the County.

#### F) WAIVER OF COVERAGE

- 1) Eligible employees covered by this Agreement may choose, in writing, to waive insurance coverage. Participation in is voluntary and is intended for those eligible employees who are covered by health insurance through another source. Employees who hold elective office and are receiving health insurance benefits as a result of their elected office and employees who are receiving health insurance benefits as a result of their retirement or the retirement of their spouse or domestic/civil union partner from another public entity in New Jersey are not eligible for waiver payments. Waiver as described in this section shall be subject to the rules of the New Jersey State Health Benefit Plan where applicable.
- 2) 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 New Jersey State Health Benefits Program, the other may not participate. Additionally, in the event that Camden County is no longer in the New Jersey State Health Benefits Plan,

then the limitations set forth herein shall apply to married, or domestic partners/civil union partners from the following related agencies:

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

- 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 New Jersey State Health Benefits Plan or County plan, as set forth in Section 2, but not both. Dependent children must be covered under one plan only.
- 4) If an employee chooses to participate and drops coverage, the employee shall receive a monetary incentive as outlined below. Waiver payments shall not be available to employees that have an opportunity for alternate coverage through another New Jersey State Health Benefits Plan member.
- 5) An employee shall receive an incentive which shall not exceed twenty-five (25%) per cent of the amount saved by Camden County because of the waiver or \$5,000 annually, whichever is less, in accordance with State law.
- 6) Eligible employees who waive coverage must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible employee chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the employee and his/her dependents may enroll in any of the available plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to waive either medical coverage or prescription coverage or both, subject to the limitations of the New Jersey State Health Benefits Plan where applicable
- 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 waiver of coverage shall be available to all new benefit-eligible employees on their benefit effective date and shall be available to all eligible current and prospective retirees under the same terms and conditions applicable to active employees. Subject to the limitations set forth in Section 4.



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

10) Annual re-enrollment is required for retirees.

11) Employees on non-paid leaves do not receive Opt Out payments.

G) MISCELLANEOUS

1) The County will provide each employee with short-term disability coverage through the State of New Jersey Disability Plan.

2) 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 his or her health and prescription benefits and the employee does not report it to the County Insurance Division within 60 days of the event.

3) The County shall continue to maintain a Section 125 Plan as required by Section 45 of P.L. 2011, chapter 78 and including dependent care coverage which will permit the payment of certain employee contributions in pre-tax dollars. Pre-tax payroll deductions shall be made equally over 24 pay periods of each calendar year in accordance with the County's customary payroll practices unless otherwise required by law.

4) The parties agree and acknowledge that any increases to employee or retirement contributions or co-payments as the result of changes in this Article shall be prospective only and implemented after the signing of the contract.

5) The County will pay or cause to be paid to the Local 1014 Health and Welfare Fund the sum of \$375.00 per year, to be increased to the sum of \$400.00 per year, effective with the signing of this Agreement, paid in monthly installments, for each employee who is a member of the representative or for whom the representative is the bargaining agent.

**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, 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 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 ( $1\frac{1}{2}$ ) 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 ( $1\frac{1}{4}$ ) 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 any one (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 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 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 ( $\frac{1}{2}$ ) 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 October 27, 2010, will not be eligible to sell back sick leave at retirement pursuant to this section.

- 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 XX. No employee shall be entitled to earn additional vacation time in any quarter if during that calendar year the employee used fifteen (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.

Effective with the signing of this contract, this benefit shall be eliminated.

- 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.
- B) 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 above shall not apply for appearance by an employee in connection with any activities noted in Article XXI.
- 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 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, domestic partner, civil union partner 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, step sibling, 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**

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 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, except, with the signing of this contract, vacation leave.
- 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.

#### **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, 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.

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. If an employee calls out sick the day before or day after a holiday without a documented medical reason, management in its sole discretion may deny holiday pay.

## **ARTICLE XIX – DIFFERENTIAL PAY**

A)

- 1) Employees permanently assigned to the 2<sup>nd</sup> 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 3<sup>rd</sup> 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 1<sup>st</sup> and 2<sup>nd</sup> shift, for the convenience of the employer, differential pay shall be paid for those hours.

B) Effective with the signing of the contract:

- 1) Employees permanently assigned to the 2<sup>nd</sup> shift will be compensated at an additional rate of 3% of the hourly rate provided such employee's regular work day schedule is seven (7) or more hours.
- 2) Employees permanently assigned to the 3<sup>rd</sup> shift shall be compensated at an additional rate of 6% 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 1<sup>st</sup> and 2<sup>nd</sup> shift, for the convenience of the County, differential pay shall be paid for those hours.
- 4) Continuous operations employees working 12-hour shifts shall be compensated at an additional rate of 3% for the second shift and at an additional rate of 6% for the third shift.

## **ARTICLE XX – 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 (10) years of service, twelve (12) working days vacation.
  - c) After ten (10) years and up to fifteen (15) years of service, eighteen (18) working days vacation.
  - d) After fifteen (15) years and up to twenty (20) years of service, twenty (20) working



days vacation.

- e) After twenty (20) years and up to twenty-five (25) years of service, twenty-five (25) working days vacation.
  - f) After twenty-five (25) 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 April 1 of that year through March 31 of the following year. Failure to submit such a request by April 1<sup>st</sup> will result in a loss of seniority preference for the employee. Requests received after April 1<sup>st</sup> 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. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.
- 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, except that, effective with the signing of the contract, the County may require the use of up to half of an employee's accrued but unused vacation leave when an employee's absence is covered by family leave and the employee has used all accrued sick leave.
- 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 K, and that an employee's use of vacation shall be calculated based on a calendar year and not the County's payroll year.

- G) 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.

#### **ARTICLE XXI – 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 XXII – SAFETY AND HEALTH**

- A) The County 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 XXIII – EOUAL 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.

#### **ARTICLE XXIV – 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 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 Department Director. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Department Director 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 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 will notify the Human Resources Division in writing of the name of the employee who is designated by the Union to represent employees under the grievance procedure. The employee so designated by the Union 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 XXV – WORKER’S 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 reduced to thirty (30) working days upon the signing of the contract. 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 forty-five (45) working days reduced to thirty (30) working days upon the signing of the contract. 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 thirty (30) 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 XXVI – GENERAL PROVISIONS**

- A) It is agreed that the County and the Union 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 the Union or the County.

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 the Union.

- 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 Local 1014 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 (½) 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(1½) 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, which shall increase to at less than twenty-five (25) hours per week with the signing of the contract, are not entitled to health or prescription benefits. 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.
- G) Effective upon the signing of this Agreement, the County shall require a bargaining unit member assuming the presidency of CWA Local 1014 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) 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. Effective with the signing of the contract, where practicable, a job opening for a newly created position or a vacancy in an existing position shall be posted on a centrally located bulletin board in the affected department for a period of at least five working days prior to filling the position. The posting requirement shall not apply to temporary or provisional appointments. Employees may submit their qualifications for such openings to the Department Director for consideration. The determination of the County as to the employee selected for the position is solely a County managerial determination. A copy of the posting will be sent to the Local 1014 president.
- I) Representatives of the County and the Union shall meet, at either party's request, to discuss issues associated with the sell-back of compensatory time.

- J) Local 1014 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.
- K) Effective with the signing of the contract, the County will allow employees to make payroll deductions for any lawful group, cause, charity, organization, etc. provided the proper authorization is submitted.
- L) Reasonable space will be provided by the County for Local 1014 materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Local 1014 use.
- M) Local 1014 representatives will be entitled to use the County's telephones, fax machines, and e-mail system to communicate with employees in carrying out the Local 1014's representational duties, and employees will likewise be permitted to use such equipment to contact their Local 1014 representatives in regard to matters of representation. It is understood that such use shall be reasonable and shall not interfere with work operations.
- N) In any case where a bargaining unit member is subject to major disciplinary action under N.J.A.C. 4A:2-2.3, and must be afforded the opportunity for a hearing prior to the imposition of major discipline, the County shall agree to continue its prior practice of automatically scheduling the matter for a disciplinary hearing. The County shall issue to the employee, the Local 1014 and the Local 1014's counsel, a Preliminary Notice of Disciplinary Action (DPF-31A) which will set forth the charges, the specification, the penalty sought and the hearing date and time. In such cases, the Local 1014 agrees to waive the requirement that under N.J.S.A. 11A:2-13, the hearing shall be held within thirty (30) days of the notice of disciplinary action.
- O) Effective the first pay period of 1998, eligible employees had longevity pay added to their base pay. Employees subject to this conversion, who remain employed by the County, shall continue to receive the conversion amount, as adjusted by subsequent rates of pay increases, as part of their base pay.

#### **ARTICLE XXVII – 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 XXVIII – 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 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 employee for good and just cause according to 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 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 judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C) Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities, and authority under R.S. 40A, or any other national, state, County, or local

laws or regulations.

**ARTICLE XXIX – 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.

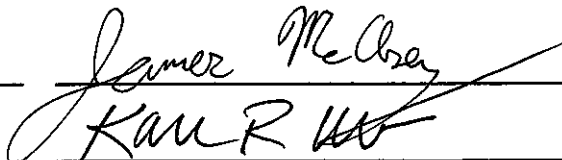
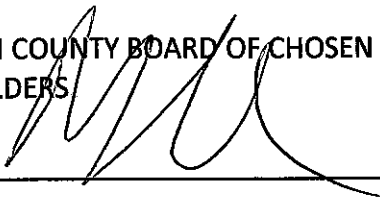
**ARTICLE XXX – DURATION**

This Agreement shall be in force and effect as of January 1, 2013, and shall remain in effect to and including December 31, 2018, 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 2<sup>nd</sup> day of December 2015.

CAMDEN COUNTY BOARD OF CHOSEN  
FREEHOLDERS

CWA LOCAL 1014



KAR R W

## **APPENDIX D – P.L. 2011 CHAPTER 78**

**Note:** Effective June 28, 2011, all active unit employees who have not waived health and prescription benefits, shall contribute towards the cost of health insurance, in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium only plan, in accordance with the City's regular payroll practices. The following charts reflect the phase-in of contribution levels for employees employed on the contribution's effective date who will pay  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  and the full amount of the contribution rate during the phase-in years. To calculate your total percentage of premiums, apply the appropriate percentage based upon salary and type of coverage to the premium cost of the prescription and medical plan to which you are enrolled

**PREMIUM CONTRIBUTIONS REQUIRED BY P.L. 2011, CH 78**

**SINGLE COVERAGE**

**(PERCENTAGE OF PREMIUM)\***

<b>Salary Range</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**PREMIUM CONTRIBUTIONS REQUIRED BY P.L. 2011, CH 78**  
**MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE**  
**(PERCENTAGE OF PREMIUM)\***

<b>Salary Range</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**PREMIUM CONTRIBUTIONS REQUIRED BY P.L. 2011, CH 78**

**FAMILY COVERAGE**

**(PERCENTAGE OF PREMIUM)\***

<b>Salary Range</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

\*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

## APPENDIX E – WAGE SCALE

<b><u>TITLE</u></b>	<b><u>HOURLY RATES</u></b>					
	<b><u>2013</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>
Bridge Repairer	\$22.07	\$22.51	\$22.96	\$23.42	\$23.89	\$24.43
Building Maintenance Worker	\$20.66	\$21.07	\$21.49	\$21.92	\$22.36	\$22.87
Clerk Driver	\$25.23	\$25.74	\$26.25	\$26.78	\$27.31	\$27.93
Engineering Aide	\$26.28	\$26.80	\$27.34	\$27.88	\$28.44	\$29.08
Equipment Operator	\$23.73	\$24.20	\$24.68	\$25.18	\$25.68	\$26.26
Exterminator	\$24.86	\$25.36	\$25.87	\$26.38	\$26.91	\$27.52
Gardener	\$24.09	\$24.57	\$25.06	\$25.57	\$26.08	\$26.66
Heavy Equipment Operator	\$24.67	\$25.16	\$25.66	\$26.18	\$26.70	\$27.30
Heavy Equipment Operator, Hwy Mrking	\$25.28	\$25.78	\$26.30	\$26.83	\$27.36	\$27.98
Inspector Road Openings	\$25.07	\$25.57	\$26.08	\$26.60	\$27.13	\$27.74
Laborer 1	\$20.99	\$21.41	\$21.84	\$22.28	\$22.72	\$23.24
Locksmith	\$27.57	\$28.12	\$28.68	\$29.25	\$29.84	\$30.51
Maintenance Worker 1 Grounds	\$25.08	\$25.59	\$26.10	\$26.62	\$27.15	\$27.76
Maintenance Worker 2 Grounds	\$27.10	\$27.64	\$28.20	\$28.76	\$29.33	\$29.99
Messenger	\$21.41	\$21.84	\$22.27	\$22.72	\$23.17	\$23.70
Principal Storekeeper	\$25.80	\$26.32	\$26.84	\$27.38	\$27.93	\$28.55
Road Inspector	\$24.93	\$25.43	\$25.93	\$26.45	\$26.98	\$27.59
Road Repairer 1	\$24.82	\$25.32	\$25.82	\$26.34	\$26.86	\$27.47
Senior Clerk Driver	\$27.55	\$28.10	\$28.67	\$29.24	\$29.82	\$30.49
Senior Engineering Aide	\$30.80	\$31.42	\$32.05	\$32.69	\$33.34	\$34.09
Senior Gardener	\$26.29	\$26.82	\$27.36	\$27.90	\$28.46	\$29.10
Senior Inspector Road Openings	\$25.80	\$26.31	\$26.84	\$27.38	\$27.92	\$28.55
Senior Messenger	\$23.62	\$24.09	\$24.58	\$25.07	\$25.57	\$26.14
Senior Road Inspector	\$25.80	\$26.31	\$26.84	\$27.38	\$27.92	\$28.55
Senior Store Keeper	\$25.27	\$25.78	\$26.29	\$26.82	\$27.36	\$27.97
Senior Timekeeper	\$32.28	\$32.92	\$33.58	\$34.25	\$34.94	\$35.72
Senior Traffic Maintenance Worker	\$24.18	\$24.66	\$25.15	\$25.66	\$26.17	\$26.76
Stable Worker	\$20.99	\$21.41	\$21.84	\$22.28	\$22.72	\$23.23
Stock Clerk	\$20.99	\$21.41	\$21.84	\$22.28	\$22.72	\$23.23
Stock Handler	\$23.44	\$23.91	\$24.39	\$24.87	\$25.37	\$25.94
Storekeeper	\$23.16	\$23.63	\$24.10	\$24.58	\$25.07	\$25.64
Tractor Trailer Driver	\$25.54	\$26.06	\$26.58	\$27.11	\$27.65	\$28.27
Traffic Maintenance Worker	\$22.58	\$23.04	\$23.50	\$23.97	\$24.45	\$25.00
Tree Maintenance Worker 1	\$24.05	\$24.53	\$25.02	\$25.52	\$26.03	\$26.62
Tree Maintenance Worker 2	\$25.46	\$25.97	\$26.49	\$27.02	\$27.56	\$28.18
Tree Maintenance Worker 3	\$26.72	\$27.25	\$27.80	\$28.35	\$28.92	\$29.57
Truck Driver	\$22.80	\$23.26	\$23.72	\$24.20	\$24.68	\$25.24
Truck Driver Heavy	\$23.30	\$23.77	\$24.24	\$24.73	\$25.22	\$25.79

