

AGREEMENT

BETWEEN

CAMDEN COUNTY OF CHOSEN FREEHOLDERS



AND

CWA LOCAL 1014 (SUPERVISORY UNIT)



JANUARY 1, 2013 TO DECEMBER 31, 2018

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## PREAMBLE

This Agreement entered into this 2<sup>nd</sup> day of December 2015, by and between the Camden County Board of Chosen Freeholders hereinafter called the "County", and the Camden County Supervisory Unit of CWA Local 1014, 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

- A) The Board of Chosen Freeholders recognizes Camden County Supervisory Unit of CWA Local 1014 as being the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed and attached hereto and by reference made a part of this agreement, and for such additional classifications as the parties may later agree in writing to include.
- B) The County shall notify the Union in writing prior to the creation of new titles, of new classifications of employees or the filling of existing positions.

## 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 letter head 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 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 and/or Local 1014 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 letter head 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 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 1<sup>st</sup> and July 31<sup>st</sup> 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 thirty (30) through forty-two and one-half (42½) hours per week as noted elsewhere in this Agreement. A modified work schedule shall be available to all employees as mutually agreed to by the affected employee, the employer, and the Union.
- B) The regular starting time for work shifts and work week will not be changed without one (1) week written notice, except in case of emergency, to the affected employee and without first having discussed the need for such changes with the Union.
- C) All employees covered by the 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.
- D)
  - 1) When 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 to exercise his or her preference of shift over a less senior employee. Such preference may be exercised only once within any twelve month period, and may not result in a less senior employee incurring a shift change more than once within any 12 month period.
  - 2) Effective with the signing of the contract, employees in continuous operations at the Communications Center and Youth Center shall be allowed to substitute for other employees in the same classification, over two consecutive pay periods, in accordance with 29 CFR 553.31-Substitution-section 7(p)(3). The hours worked during this substitution shall be excluded from the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be paid as if he or she had worked his or her normal work schedule for that shift. The County shall not be required to keep a record of the hours of the substitute work for the purpose of payroll timekeeping. Employees failing to report to an exchanged shift shall be subject to the same disciplinary penalties as if the employee was assigned to the exchanged shift. Additionally, employees may be disciplined for repeated abuse which results in disruption to the operation.
- E) Employees who receive an unpaid lunch may elect to have either a one hour or a one-half hour lunch period. Such election shall be made no later than December 1 for the upcoming year and shall remain in effect for a minimum of one year. The employer, the employee, and the Union must all agree before any change is effective.

### **ARTICLE IV – RATES OF PAY**

- A) The pay scales for all employees covered by this Agreement shall be set forth in the attached schedules. Employees covered by this Agreement will receive the following pay increases:
  - 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.

- B) Chief of Communications, Supervising Public Safety Telecommunicators and Supervising Juvenile Detention Officers on the County payroll at the time of the signing of the contract shall receive a one-time base salary increase equal to \$6,250 per year effective with the signing of the contract in lieu of pay for holidays. Senior Public Safety Telecommunicators and Senior Juvenile Detention Officers on the County payroll at the time of the signing of the contract, and subsequently promoted to Supervising Public Safety Telecommunicator or Supervising Juvenile Detention Officer, shall, upon promotion, receive an increase equal to the difference between their then current rate and the increases received by Supervising Public Safety Telecommunicators and Supervising Juvenile Detention Officers, as adjusted by subsequent increases in base rates of pay.
- C) New or additional employees hired during the term of this Agreement shall be governed by the attached pay scales.
- D) The established salaries are fixed on the basis of full-time positions. If the Board of Chosen Freeholders establishes any position on a part-time basis, or the Board approves the incumbent of any full-time position for part-time service only, the rate of pay for the position shall be proportionately reduced, unless otherwise stated.
- E) An employee who performs work in a higher paid classification than his own shall be temporarily assigned and paid for such work after performing said work for two consecutive weeks, or for more than three separate five consecutive day periods during a calendar year, spending at least fifty (50%) percent of his time on the higher paid job. Any employee shall be paid at the rate of his own classification when performing work in a lower paid classification.
- F) When an employee is promoted or reclassified (so as to assume additional duties or responsibilities, or in recognition of the performance of duties beyond those required by his old title) from one class of title to another having a higher salary, then his salary shall be adjusted to receive the highest rate of any employee holding that title to which the promoted or reclassified employee is raised. In no event shall such employee's salary be less than that which he received in his prior title.
- G) Employees covered by this contract shall receive the annual salary in the attached schedule.
- H) All titles which are designated "bilingual" shall be paid a minimum of \$500 more per year than the rate for that title without the bilingual designation. Where a bilingual title exists but is vacant, and

the salary for that title is more than \$500 higher than that of the same title without the bilingual designation, the salary for the bilingual title shall be reduced to establish the \$500 differential.

- I) All employees in Public Works covered by this Agreement 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 in Public Works covered by this agreement who hold CDL licenses shall be paid an additional ten (\$.10) cents per hour for each endorsement they earn so long as the endorsement is related to a job function performed by Public Works.
- J) Effective the date of the signing of this Agreement, employees who are on call during non-scheduled work hours shall receive \$.50 per hour for such on-call time.
- K) Employees performing HazMat response duties shall receive an additional two thousand dollars (\$2,000) added to the base salary for their title.

#### **ARTICLE V – DIFFERENTIAL PAY**

- A) Prior to the signing of the contract:
  - 1) Employees assigned to the 2<sup>nd</sup> shift will be compensated at an additional rate of 10% of the hourly rate.
  - 2) Employees assigned to the 3<sup>rd</sup> shift shall be compensated at an additional rate of 8% of the hourly rate.
  - 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.
  - 4) The intent of this section is that the individuals who actually work the evening/night shift shall receive the differential pay.
- 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.
  - 2) Employees permanently assigned to the 3<sup>rd</sup> shift shall be compensated at an additional rate of 6% of the hourly rate.
  - 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 VI – 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:

<b>Years with the County</b>	<b>Percentage of Premium</b>
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 VII – SICK LEAVE WITH PAY**

- A) Sick leave may be used by employees who are unable to work due to personal illness or injury; exposure to contagious disease; care, for a reasonable 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, grandfather, grandmother, 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 (1½) hours before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Other employees will provide the notification within sixty (60) minutes of their scheduled starting time. Failure to give such notice may constitute cause for disciplinary action. Employees covered by this agreement in the Department of Public Works shall be required to notify his/her supervisor prior to the start of their work day.
- 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 (1¼) 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 it may be utilized.

- 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 shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate.
- F) At the discretion of the Department Head, the employee seeking sick leave may be required to submit medical evidence to substantiate his request. 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 XIX, 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) Employees on a daily, hourly, or seasonal basis are not eligible for sick leave.
- K) Any employee who terminates service with the County with at least twenty-five (25) years of service and was 55 years of age or older shall be entitled to a lump sum terminal leave pay equal to one-half (%) of the employee's earned and unused sick leave, multiplied by his or her current rate of pay, up to a maximum of \$23,000. Effective the last pay period of 2009, no additional sick leave may be added to the pool of time available for this lump sum terminal leave payment upon retirement. All time available as of that date will be available to the employee for any employee eligible for and requesting lump sum terminal leave at retirement. Any sick leave used after that date will initially come from sick leave provided on or before that date. Sick time banked before the last pay period in 2009 will not be used until all of the sick leave accrued after that date is exhausted. No employee who retires after December 31, 2015 will be entitled to a lump sum terminal leave payment pursuant to this section.
- L) Employees who do not use sick time in any 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 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 XIX. No employee shall be entitled to earn additional vacation time in any quarter if during that year the employee used 15 days of sick leave, unless that sick leave was used in conjunction with a hospital stay of three days or more. Additional vacation time earned must be used within two (2) years of its being credited or it will be lost. The provisions of this Section shall not be applicable to shift employees working in a 24 hour operation.

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

#### **ARTICLE VIII – MILITARY LEAVE**

- A) 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 IX – JURY DUTY**

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

#### **ARTICLE X – COURT TIME**

- A) Employee 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) Employees assigned to the 7 pm to 7 am shift shall receive the shift off which precedes their court appearance unless the employee is scheduled off for that shift in which case the employee will receive the succeeding shift off.
- C) The provisions of Section A above shall not apply for appearances by an employee in connection with any activities set forth in Article XIX Strikes and Lock-Outs.

#### **ARTICLE XI – EMERGENCY LEAVE**

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

#### **ARTICLE XII – BEREAVEMENT LEAVE**



- A) In the event of the death of an employee's mother, father, spouse, child, foster child, step child, foster parent or step parent, the employee shall be granted five (5) days off without loss of pay, one of which shall be the day of death or the day of the funeral. Bereavement leave must be used within fourteen (14) calendar days of death.
- B) In the event of the death of an employee's mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother or sister, step sibling, 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. Bereavement leave must be used within fourteen (14) calendar days of death.
- 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. Bereavement leave must be used within fourteen (14) calendar days of death.

#### **ARTICLE XIII – MATERNITY LEAVE**

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

#### **ARTICLE XIV – FRINGE BENEFITS**

- A) When an employee is injured on duty, he is to receive workers compensation due him plus the difference between the amount received as compensation and his net salary during the period of temporary disability, up to a maximum of thirty (30) 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 thirty (30) 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. In the event of continued temporary disability beyond the thirty (30) day period aforementioned, the eligible employee will continue to receive workers compensation. If the employee is entitled to use and authorizes the County to charge time to accumulated sick leave, the employee may receive the difference between the amount received as workers' compensation and his salary.
- 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. In addition, employees are entitled to approved out-of-pocket expenditures.

- C) Where employees, as a condition of their job, are required to use their personal 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 \$25 to the affected employee on an annual basis.
- D) Those employees who, as a requisite of employment, are required to wear specified uniforms (as opposed to conforming to a specified dress code) shall either be furnished those uniforms or receive an annual uniform allowance of \$325 beginning the first pay period of 2000. Employees required to wear work shoes shall receive \$150 per year beginning the first pay period of 2000. Employees required to wear tailored uniforms, which are furnished by the employer, shall receive \$450 per year for cleaning purposes beginning the first pay period of 2000. Employees at the Communications Center and at the Youth Center required to wear tailored uniforms shall receive a uniform allowance of \$600 per year effective the first pay period of 2004, which shall increase to \$650 per year effective the first pay period of 2005, and shall increase to \$700 per year effective the first pay period of 2006. At the County's option, the County may provide uniforms and the maintenance thereof. If such option is exercised, the uniform maintenance allowance of this section shall not be applicable. Uniform allowances shall be pro-rated based on the actual number of weeks worked.

Effective with the signing of this contract, those employees who are required by the County to wear specified uniforms (as opposed to conforming to a specified reasonable dress code) shall be furnished those uniforms, except that Supervising Juvenile Detention Officers shall receive an annual \$475 voucher for the purchase of uniforms. Supervising Juvenile Detention Officers employed at the time of the signing of this contract shall receive a one-time issue of a uniform jacket consistent with the jacket currently permitted for wear on the job by the Youth Center. Such jacket shall be issued within 90 days of the signing of this contract.

- E) When provided with County insignia, employees shall have the insignia sewn on the uniform.
- F) Where applicable, uniform allowance shall be paid no later than December 15 of the current year.
- G) New or additional employees hired during the term of this agreement and required to wear a tailored uniform shall be supplied by the County during the first year of employment and shall not receive a uniform allowance for the initial calendar year. Subsequently, said employees shall either be furnished uniforms as required or shall be entitled to a uniform allowance under the terms of this Agreement.
- H) Employee pension contributions and repayment of loans from the pension program will be deducted in equal payments from the first two (2) salary payments to an employee each month.
- I) Employees shall be entitled to be reimbursed by the County for all costs incurred in attending seminars, training programs, or attendance at courses in an accredited educational institution so long as such courses, seminars, and/or training program are required for the employee to maintain a license, or to meet State and/or Federal Regulations relating to their employment with the County of Camden.
- J) The Institutional Fire Chief of the Lakeland Complex shall receive \$750 per year for acquiring and maintaining required and recommended certifications and licenses.

- K) Employee covered by this Agreement shall be eligible for tuition reimbursement toward either their Bachelors or Master's Degree in a field related to their job duties after their first year of employment in accordance with the following program:
- L) Employees shall be eligible for up to six credits of tuition reimbursement per semester after approval by the Department Head at a rate not to exceed the cost of a Rutgers's Camden Undergraduate Credit.
- M) All courses will be approved by the Department Head prior to the course being taken and payment shall be made after grades are received at the following rate: No reimbursement for a grade of D, F or Withdraw or Fail. Anything else will be reimbursed at full rate.
- N) 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. Effective with the signing of this contract, those employees participating in a County-facilitated discount parking program shall be eligible to pay for parking with pre-tax dollars.

#### **ARTICLE XV – PERSONAL DAYS**

- A) All employees covered by this Agreement shall enjoy four (4) personal days per year for personal, business, household, or family matters described in this Section and shall be non-accumulative.
- 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.

#### **ARTICLE XVI – SENIORITY**

- A) Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire. Employees who are laid off by the County and are subsequently re-employed by the County in any capacity within seven years of the effective date of layoff shall receive seniority credit for all time worked for the County prior to layoff with respect to all provisions of this Agreement except, with the signing of this contract, vacation leave.
- B) An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when he was not employed by the Employer.

- C) For employees with the same total length of service, seniority preference shall be given in alphabetical order of the employee's last name.
- D) The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Representative upon request.
- E) Except where New Jersey Civil Service statutes require otherwise, in cases of provisional and temporary promotions, demotions, lay-offs, recalls, or where vacation schedules are concerned, an employee with the greatest amount of seniority shall be given preference provided that the exercise of such will have no adverse effect on productivity.

**ARTICLE XVII – HOLIDAYS**

- A) The following National Holidays are recognized as paid holidays when celebrated as holidays.

New Year's Day	Friday before Labor Day
Martin Luther King Day	Labor Day
Presidents Day	Columbus Day
Good Friday	General Election Day
Memorial Day	Veterans' Day
Fourth of July	Thanksgiving Day
	Christmas Day

- B) Effective with the signing of the contract, holidays shall be eliminated for Chief of Communications, Supervising Public Safety Telecommunicators and Supervising Juvenile Detention Officers. Those Supervising Public Safety Telecommunicators and Supervising Juvenile Detention Officers on the County payroll as of the signing of the contract shall receive an adjustment in their rate of pay, in accordance with Article IV – Rates of Pay, in lieu of holidays.
- 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. This shall not apply to employees working in twenty-four hour operations at the Communications Center. When a holiday falls on a Saturday, employees working in the County Store whose work week is Monday through Friday will receive Friday as the holiday. Those who are normally scheduled to work on Saturday will receive Saturday as the holiday. When a holiday falls on a Sunday, employees will receive Monday as 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.
- F) 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.
- G) Employees who are required to work on a holiday shall be granted compensatory time at a rate of time and one-half in addition to holiday pay.
- H) 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 XVIII – VACATIONS**

- A) Employees in the County Service, except for shift employees employed in a twenty-four hour operation, shall be entitled to vacation as follows:
  - 1) Effective 2000, permanent full-time employees in the County shall be entitled to the following annual vacations accruing on a monthly basis with pay:
    - a) Up to one year of service, one working days 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) 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.
  - 3) Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the above schedule.
  - 4) Employees on a daily, hourly or seasonal basis are not eligible for vacation leave.

- 5) Shift employees employed in a twenty-four hour operation shall be entitled to the following annual vacation with pay based upon vacation entitlement as defined in Article XXVI, if applicable:
  - 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 twenty years of service -eighteen (18) working days vacation.
  - d) After twenty years of service -twenty-five (25) working days vacation.
- B) Where in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and any unused vacation 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 next succeeding year. However, 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. All vacation time taken shall be initially charged against vacation time earned in accordance with Article VII, Section L, and then against vacation time earned pursuant to this Article.
- C) Employees shall be allowed to use vacation time not accrued, in anticipation of continued employment provided that such time is scheduled time with the approval of the Department Head.
- D) If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate within sixty (60) days.
- 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) Effective January 1, 2016:
  - 1) In order to exercise seniority for the calendar year, vacation requests must be submitted by the employee between January 1 and January 15. Failure to submit such a request during that time period shall result in a loss of seniority preference for the employee. Requests received after January 15 will be granted on a first-come-first-served basis.
  - 2) Notwithstanding the above, employees in the operations unit of the Communications Center shall be required to submit vacation requests by April 1st, in order to exercise seniority for April 1 of that year through March 31 of the following year. Failure to submit such a request by April 1st will result in a loss of seniority preference for the employee. Requests received after April 1 will be granted on a first-come-first-served basis.
  - 3) 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. The scheduling of all vacations is subject to approval of the employee's Department Head.

#### **ARTICLE XIX – 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 employee's 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 take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- C) Nothing contained in this Agreement shall be construed 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 lock-out of any of its employees.

#### **ARTICLE XX – 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 XXI – EQUAL TREATMENT**

- A) The County and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

- B) The County and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the County or the Union against any member because of 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. Such rules shall be equitably applied and enforced, insofar as practicable. 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.SA 34:13A-5-3.
- D) Insofar as practicable, ten (10) working days prior to the implementation of any new rules or changes of rules of work and conduct for employees, the County agrees to notify the Union of said rules or changes.
- E) This Agreement shall be equitably applied to all employees covered by the Agreement.

#### **ARTICLE XXII – 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 employee or 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 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. Where the Step One immediate supervisor and the Step Two Department Director are the same person, or for other reasons, separate steps are ineffective, Step One and Step Two shall be treated as being integrated, but in no event may a Union member represent the County in regard to this Article.

Step Three: If the Union wishes to appeal the decision of the Department Director, such appeal shall be presented in writing within fourteen calendar days thereafter to the Division of Human Resources to be scheduled for a hearing before a County designated Hearing Officer. The Hearing Officer shall respond, in writing, to the grievance within thirty (30) calendar days of the Hearing. 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 of the matters to be heard. Hearings may be postponed if witnesses are not available.

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

Step Five: If the grievance is not settled through Steps One, Two, Three, and Four, either party shall have the right within fifteen (15) work days to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the 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 Department Head or his designee, the designated Union Representative shall be permitted to confer with members of the Grievance Committee, employees, and other County officials on a specific grievance 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, or if the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If 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, but any such agreement must be in writing to be effective.
- 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 canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Administrator on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

#### **ARTICLE XXIII – GENERAL PROVISIONS**

- A) It is agreed that the Board of Freeholders and the Supervisory Unit of Local 1014 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 Local 1014 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 workforce. 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 Local 1014.
- 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 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 (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 (12) hours of work time remaining. In no event shall the President of the Supervisory Unit of Local 1014 be allowed more than one hour per week to conduct Union Business of any kind. Such business will be limited to employer-related business.

- D) No more than two (2) member of the Supervisory Unit 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) The Union will be permitted to post union-related information on Union bulletin boards.
- F) No more than one employee who becomes a full-time employee of CWA Local 1014 shall, upon request, be granted a leave of absence, without pay and without loss of seniority, subject to Civil Service rules and regulations, for three years with a three-year extension.
- G) The County shall be responsible for printing this collective bargaining agreement in booklet form within sixty (60) days of its execution by the parties. The cost of printing shall be shared equally by the parties. No less than 175 copies shall be printed, 125 to be provided to the Union and 50 to be retained by the County. The Union shall be responsible for distribution to all persons covered by the Agreement.
- H) Representatives of the County and Local 1014 Supervisory Unit shall meet, at either party's request, to discuss issues associated with the sell-back of compensatory time.
- I) 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 Supervisory Unit president.
- J) Local 1014 as well as the affected employee shall receive a copy of any disciplinary actions and attachments 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 XXIV – SEPARABILITY AND SAVINGS**

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

#### **ARTICLE XXV – MANAGEMENT RIGHTS**

- A) The County of Camden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
  - 1) The executive management and 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 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 lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.
  - 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 and administration of policies, rules, regulations and practices as well as the use of judgment and discretion 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 XXVI – TWENTY-FOUR HOUR OPERATIONS**

This Article applies to employees working in scheduled 24-hour operations.

- A) Employees 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, with a minimum of every other scheduled weekend off as long as the employee is assigned to a 12 hour shift schedule.
- B) If an employee's work schedule is changed, all time off which was pre-approved at the time of the change shall be honored. If, as a result of the schedule change, the employee's regular day(s) off change, the employee may use accumulated vacation, personal or compensatory time so as to still have those former regular day(s) off, so long as the employee makes the request within one week of the effective date of the schedule change.
- C) Double the full-time employee's regular hourly rate of pay shall be paid for work in excess of two consecutive regular shifts or for shift work in excess of sixteen consecutive hours, but double time shall be paid in compensatory time only for such hours worked in excess of sixteen hours.

- D) Employees who work sixteen or more consecutive hours shall be given at least an eight hour break before being required to report back to work. This provision shall not apply when employees are working in excess of their regular hours of duty because of weather conditions, a state of emergency declared by the President, Governor, or Freeholder-Director/OEM Coordinator, riotous conditions, or in the field communications unit. If an employee has worked sixteen or more consecutive hours and is scheduled to return to work with less than an eight hour break in between, the employee may delay returning to work for up to two hours by charging his/her compensatory time. If the employee does not have compensatory time, he/she may charge vacation or personal time, or if the employee has no such time, then the employee may use sick time or as a last resort be in no pay status.
  
- E) All employees who are scheduled off on the holiday shall receive a day's pay for the holiday. Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half pay for the hours worked on that holiday, in addition to the holiday pay. Employees who are assigned to 24 hour operations at the Communications Center and the Youth Center who work New Year's Day (January 1<sup>st</sup>), the Fourth of July, Veteran's Day (November 11<sup>th</sup>), and Christmas Day (December 25th) shall be paid holiday pay for their entire shift when their reporting time occurs on the actual legal holiday.
  
- F) With the exception of employees working at the Communications Center, 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 on a rotating basis beginning with the next senior employee immediately following the last employee who worked. In Communications, all voluntary and mandatory overtime shall be distributed on a rotation basis as set forth above except that an alphabetical list shall be used rather than a seniority list and except that the Communications Center may continue its practice of calling the first available personnel to fill vacancies where the need for overtime was not known prior to the beginning of the shift.
  
- G) Only ten days of compensatory time earned after the date of signing of this Agreement may be carried into December of any contract year; the current value of all such time in excess of ten days will be paid to the employee by the County prior to December 15.
  
- A) Employees regularly assigned to shifts in 24 hour operations may sell back their unused accumulated sick time up to a maximum of 15 days per year at their current rate of pay. Employees must submit their request to sell back accumulated sick time by December 1 of the current year. Payment shall be made by the County no later than January 15 of the following year. These employees have the right to elect to continue accumulating sick leave as per civil service rules or take cash payment as provided above. The sell-back of sick leave shall be phased out in accordance with the following schedule:

Year	Maximum Number of Days Which Can Be Sold Back
2013	15 Days
2014	15 Days
2015	15 Days

2016	10 Days
2017	0 Days

- H) Employees covered by this Agreement who are employed at the Camden County Communications Center and who work a twelve (12) hour shift shall receive benefits such as vacations, sick days, etc., which are prorated to reflect this length of shift. For example a twelve (12) hour shift employee will receive two (2) sick days for each three (3) received by an eight (8) hour shift employee. However, with respect to discipline, a day shall be considered eight (8) hours. The County may discontinue the aforementioned twelve (12) hour shift.

**ARTICLE XXVII – OVERTIME**

- A) Prior to the signing of the contract, time and one-half the full time employee's rate of pay shall be paid for any time worked outside of an employee's regularly scheduled work day, or on Saturday or Sunday for other than 24-hour employees. All overtime work must be approved in advance by the employee's supervisor.

Effective with the signing of this Agreement, 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) For the roll-call period prior to the start of their shift for continuous shift employees at the Youth Center
  - 4) Other than in 24-hour operations, time and one half pay shall be paid as in Section A for all time worked in excess of sixteen consecutive hours.
- B) 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.
- C) Those employees whose regularly scheduled shift of duties requires them to work on a holiday shall receive time and one-half pay for the hours worked on that holiday, in addition to the holiday pay. Other employees who are required to work on a holiday shall receive time and one-half pay for the hours worked on that holiday in addition to a day's pay for the holiday as such.

Effective with the signing of this contract, Chief of Communications, Supervising Juvenile Detention Officers and Supervising Public Safety Telecommunicators shall receive only straight time pay for regularly scheduled hours on holidays.

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 the first pay period in 2010, employees must use their compensatory time within one (1) year of accrual. If not used within that time period, one half (%) of the accrued compensatory time will be scheduled off within the following six (6) months, or the employee can be paid for that time, at the Employer's discretion. However, under no circumstances will that time be forfeited. This section shall not apply to any compensatory time on record prior to the first pay period of 2010.

Effective with the signing of this contract, 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.

Any employee who leaves County employment shall be entitled to receive a cash payment for all compensatory time accrued at the employee's then current rate of pay.


**ARTICLE XXVIII – FULLY BARGAINED AGREEMENT**

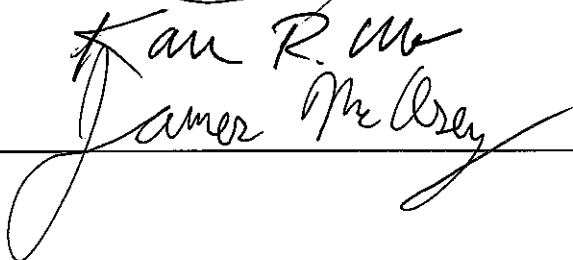
- A) This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B) During the term of this Agreement, neither party will be required to negotiate with respect to any 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 XXIX – DURATION**

- A) 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.

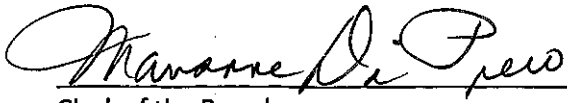
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Camden, New Jersey on this date 12 / 2 / 15.

  
\_\_\_\_\_  
For Local 1014 Camden County Supervisory Unit

  
\_\_\_\_\_



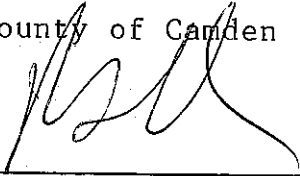
For the Camden County Board of Chosen Freeholders



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Clerk of the Board

For the County of Camden



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Ross G. Angilella  
County Administrator

**APPENDIX A – 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)*				
Salary Range	Year 1	Year 2	Year 3	Year 4
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)*				
Salary Range	Year 1	Year 2	Year 3	Year 4
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)*				
Salary Range	Year 1	Year 2	Year 3	Year 4
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