## AGREEMENT BETWEEN

## THE PARKING AUTHORITY OF THE CITY OF CAMDEN

AND

CAMDEN COUNTY COUNCIL NO. 10

PARKING AUTHORITY NON-SUPERVISORY UNIT

January 1, 2001 - December 31, 2006

# <u>ARTICLE I – PREAMBLE</u>

This Agreement is entered into this	day of	, 2002, by and
between the Parking Authority the City of	f Camden, herei	nafter called the "Parking
Authority", and Camden County Council	No. 10, hereina	fter called the "Union", and has
as its purpose the promotion of harmonio	us relations bet	ween the Parking Authority and
the Union; the establishment of an equital	ble and peacefu	l procedure for the resolution of
differences; and the establishment of rate	s of pay, hours	of work, and other terms and
conditions of employment for the employ	ees covered by	this Agreement.

## <u>ARTICLE II – RECOGNITION</u>

The Parking Authority recognizes the Union as the certified collective bargaining representative for a unit of employees consisting of blue and white collar employees employed by the Parking Authority as reflected in the Certification of Representative issued by PERC in Case. No. RO-97-123 and the Recognition Agreement entered into between the parties in Case. No. RO-98-15 and for such additional titles as may be created by the Employer in the future.

The Parking Authority agrees to notify the Union prior to the creation of any new titles, or the filling of any position.

#### ARTICLE III - CHECK-OFF AND AGENCY SHOP

- A. The Parking Authority agrees to deduct dues for the Union from the salaries of its employees subject to this Agreement, upon receipt of a properly executed payroll deduction authorization form in compliance with law. The check-off shall commence the first of the month following the filing of such form with the Parking Authority.
- B. The aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of names of the employees for whom the deductions were made, no later than the 15th day of the succeeding month after such deductions were made.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Parking Authority with written notice 30 days prior to the effective date of such change, which shall constitute official notification advising of the changed dues deduction.
- D. Any individual payroll deduction authorization may be withdrawn by filing notice of such with the Parking Authority. The filing of such notice shall be effective to terminate deductions at the time periods specified by state law.
- E. The Parking Authority agrees to deduct the representation fee from the earnings of those employees who elect not to become members of the Union, and to transmit those fees to the Treasurer of the Union, together with a list of the names of the employees for whom the deductions were made, no later than the 15th day of the succeeding month after such deductions were made.
- F. The representation fee deduction shall commence for each employee who elects not to become a member of the Union on the 31st day following the beginning of the employee's employment in a position covered by this Agreement, or on the 10<sup>th</sup> day following the employee's reentry into a position covered by this Agreement, whichever is applicable. The Union shall advise the Parking Authority in writing of the names of the employees from whose paycheck the representation fee shall be deducted. The representation fee in lieu of dues shall be 85 percent of the Union's regular membership dues, fees and assessments and the amount of the representation fee shall be provided to the Parking Authority in writing.
- G. The Union shall indemnify and save the Parking Authority harmless from and against any claims, demands, proceedings, actions, suits, damages, cost and fees and all forms of liability that shall arise out of or by reason of action taken by the Parking Authority in reliance upon properly executed payroll deduction authorization forms or the representation fee information furnished by the Union to the Parking Authority, or in reliance upon the official notification or the letterhead of the Union and signed by the President of the Union, advising of a changed deduction.

H. The Parking Authority shall supply the Union with a list of all bargaining employees twice a year, once in January and again in July. In addition, a Union representative may review, upon reasonable request, the Parking Authority's payroll documents to ensure compliance with the provisions of this Article.

#### ARTICLE IV – UNION ACTIVITIES

- A. There shall be no discrimination against any employee because of Union membership or activities.
- B. Whenever any employee of the Parking Authority is scheduled to participate in grievance proceedings, conferences or meetings with a representative of management during work hours, that employee shall suffer no loss of payor be charged with sick, personal or vacation time. The Parking Authority agrees to use its best efforts to schedule negotiations beginning with the last hour of the workday but in any case, will pay employees participating in negotiations for the first hour spent in such negotiations. Employees attending arbitrations will not be paid for such attendance unless subpoenaed as a witness by either party.
- C. Representatives 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 so long as title Parking Authority approves and there is no undue interference with the Parking Authority's work.
- D. The Union shall notify the Parking Authority in writing of the names of the employees who are designated by the Union to represent the employees in the bargaining unit. One shop steward shall be permitted to attend each monthly Union shop stewards meeting without loss of pay.
- E. The Union may install a bulletin board near the time clock on Parking Authority premises to be used by the Union to post notices and material of concern or interest to the bargaining unit members.

#### ARTICLE V - SENIORITY

- A. Seniority lists shall be established by the Parking Authority twice each year and submitted to the Union.
- B. Seniority shall be calculated based on continuous service from the last employment date with the Parking Authority. Employees with more than 2 years of continuous service who are laid off and subsequently rehired by the Parking Authority within 3 years from their layoff date shall retain their former seniority. Employees with less than 2 years of continuous service who are laid off and subsequently rehired by the Parking Authority within 1 year from their layoff date shall retain their former seniority.
- C. Employees who are absent for medical reasons shall retain their seniority for a period of 18 months from the beginning of the absence.
- D. Employees who are absent due to a work related illness or injury, and who are eligible for workers' compensation, shall retain and accrue seniority during the periods of absence for such reason.
- E. Employees who return from military leave shall have seniority rights in accordance with law.
- F. Part-time employees shall be promoted to available full-time positions in accordance with their seniority.
- G. Where there is a layoff, the least senior employee in the job category to be eliminated shall be the employee laid off.
- 1. The Parking Authority shall give the Union and all affected employees at least 30 calendar days' written notice of an intended layoff.
- 2. Employees who are laid off shall be permitted to bump less senior employees in other classifications so long as the employee is qualified to perform the work of the position.
- 3. Employees who are laid off shall be placed on a special reemployment list and shall be the first to be offered any job openings for which they are qualified, in order of seniority. Employees shall be permitted to refuse one offer of a job opening in the same position they were laid off from, or two offers of a job opening in a different title before their names are removed from the special reemployment list. If an employee is offered and accepts appointment to a position which is different from the position they were laid off from, or to a position which is paid at a lower rate than the position they were laid off from, and then their former position subsequently becomes available, that employee shall be the first to be offered the job opening in the position they were laid off from, so long as they remain qualified to perform the duties of the position.

H. All job openings, whether temporary or permanent, shall be posted by the Parking Authority in locations where notices to employees are customarily posted and shall remain posted for a minimum of three (3) workdays before the job is filled. The Union shall be provided with a copy of the job-opening posting before it is posted. The job posting shall include, at a minimum, the title, job duties, hours of work, and rate of pay for the position and the procedure for applying for the job.

## ARTICLE VI - LEAVES OF ABSENCE

- A. Any member of the bargaining unit who becomes a full-time employee of the Union shall be granted a leave of absence without pay, upon request, and without loss of accrued seniority. At the conclusion of such leave, the Parking Authority agrees to return the employee to his/her last position, or one which is equivalent in wages and benefits, at the then current wage for the employee's title.
- B. Employees who enter active duty in the armed forces of the United States in time of war or emergency, or who are actively engaged in Reserve or National Guard duty will be granted leaves of absence in accordance with law. If an employee is ordered by the Governor or the President of the United States to perform emergency civilian duty in relation to national defense or other emergency, the employee shall be given time off without loss of pay.
- C. Employees shall be granted leaves of absence with pay up to a maximum of ten (10) working days to attend mandatory annual field duty or training with the National Guard or the Reserves of the United States military forces. This shall be in addition to vacation leave. Employees must submit official notice of such requirement in order to be eligible for a paid leave of absence.
- D. An employee may be granted an unpaid leave of absence either to engage in an approved course of study such as will increase the employee's usefulness to the employer upon return to service, or for any other reason as granted by the Parking Authority. All such requests for leave shall be submitted in writing to the Executive Director and shall be responded to in writing no later than one (1) month after submission. If there is no written response within the time period prescribed, the request shall be deemed approved. Such requests shall not be unreasonably denied. No unpaid leave shall be granted until the employee has exhausted all accrued vacation time.
- E. If an employee is required to enroll in specific courses of study or training, the Parking Authority shall be responsible for all costs, including any out of pocket expenses to the employee, so long as appropriate documentation is submitted.
- F. Employees shall be granted time off, with pay, when performing jury duty. If the employee is performing jury duty in the state courts, the employee shall be permitted to retain any stipend received for his/her services. If the employee is performing jury duty in the federal courts, the employee shall be permitted to retain any stipend up to five dollars (\$5.00) per day. All amounts received in excess of \$5.00 per day shall be turned over to the Parking Authority.
- G. Employees shall be granted time off, with pay, when subpoenaed to appear as a witness in court, at a legislative committee, or before any judicial or quasi-judicial body.

- H. Any employee who is a shop steward, trustee or officer of Council 10 shall be granted one day of leave with pay per year for attendance at the annual union seminar. In no case shall the number of employees granted such leave exceed one for every 15 employees in the bargaining unit.
- I. Any employee who is pregnant during the course of employment with the Parking Authority shall be permitted leave up to one month prior to her due date and for up to six weeks after the actual date of birth. Additional time shall be granted for reasons of the employee's individual health upon presentation of a doctor's certificate establishing the employee's disability. Employees shall be entitled to use earned and accumulated sick time during these periods.
- J. Employees shall be entitled to leave in accordance with the provisions of the New Jersey and/or federal Family and Medical Leave Acts; whichever is legally applicable at the time of the request.
- K. Employees who, because of their physical or mental condition, are temporarily incapacitated and unable to perform their regular duties shall be granted a leave of absence without pay upon application and the submission of appropriate medical documentation. This leave shall be in addition to sick leave and leave pursuant to the Family and Medical Leave Acts. Such leave shall not exceed 18 months total inclusive of sick leave, Family and Medical Leave, and unpaid medical leave. Employees shall be permitted to return to work at the end of such leave upon presentation of a fitness for work certification from their treating physician. The Parking Authority may require the employee to also be examined by a physician of their choosing, at their expense, to determine the employee's fitness for work.
- L. All employees shall be enrolled in the New Jersey Temporary Disability Benefits Program.
- M. (1) Employees shall be entitled to a five (5) day leave of absence with pay for the death of an employee's mother, father, sister, brother, child, spouse, legal guardian or stepchild.
- (2) Employees shall be entitled to a three (3) day leave of absence with pay for the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, nephew, maternal or paternal grandparent, stepmother, stepfather, or grandchild.
- (3) Employees shall be entitled to a one (1) day leave of absence with pay for the death of an aunt, uncle, first cousin, stepsister, stepbrother, or any spousal relative not previously listed.
- (4) An employee attending the funeral of an aforementioned relative, which is held at a distance of one hundred and fifty miles or more from the employee's residence, may be granted one (1) additional day leave of absence with pay for travel. To be eligible, the employee must submit proof of such travel.

N. Employees returning from authorized leaves of absence shall be restored to their original classification at the then existing rate of pay, with no loss of seniority or other employee rights, benefits or privileges.

#### ARTICLE VII - SICK LEAVE

- A. During the first year of employment, employees shall be entitled to earn one (1) paid sick day per month. No paid sick days shall be granted during the employee's first three (3) months of service but the three days earned shall be credited to the employee's account beginning with their fourth month of employment. After one year, all employees shall be entitled to twelve (12) paid sick days per year, earned at a rate of one (1) per month. All earned but unused sick time shall accumulate from year to year without limit and shall be available if and when needed.
- B. Sick leave may be used by employees who are unable to work because of personal illness or injury, exposure to contagious disease, or to care for a reasonable period of time for a seriously ill member of the employee's immediate family.
- C. If an employee is absent for three (3) consecutive work days, for any of the reasons set forth above, the Parking Authority may require acceptable evidence on the form prescribed. The nature of the illness and the length of time the employee will be absent should be stated on the doctor's certificate. If an employee suffers from a chronic condition or an illness of a recurring nature, which results in periodic absences, a doctor's certificate shall be required only once every six (6) months.
- D. The Executive Director may, upon reasonable cause, require an employee seeking sick leave, or on return from sick leave, to submit acceptable medical evidence or undergo a physical examination at the Parking Authority's expense. If sick leave is not approved, the time involved during which the employee was absent shall be charged to the employee's vacation time with the employee's approval; otherwise the employee shall suffer a loss of pay for such time.
- E. An employee who does not expect to report for work because of personal illness or for any other reason for which sick leave is justified, shall notify his/her immediate supervisor by telephone or personal message within one half (1/2) hour of the regularly scheduled starting time, except in emergency situations. If the employee's regular starting time is 12:00 noon or later, at least one (1) hour advance notification of absence is required.
- F. Sick leave claimed by reason of quarantine or exposure to contagious disease shall be approved only upon presentation of a certification from the local Department of Health.
- G. Abuse of sick leave may be cause for disciplinary action under the attendance policy.
- H. An employee may sell back up to five (5) sick leave days in both June and December of each year at 70% of the employee's regular rate of pay, provided that the employee has a minimum of 30 sick leave days accumulated at the time the employee submits the sell back request. Sick leave sell back requests shall be submitted no later than June 1 and December 1 respectively.

- I. Any employee who terminates service with the Parking Authority due to retirement shall be entitled to a lump sum payment equal to 50% of the employee's earned unused sick days multiplied by the employee's current rate of pay, not to exceed \$10,000.
- J. Any employee who uses sick leave immediately preceding or following a paid vacation day as defined in Article XVI shall be required to submit a doctor's certificate stating the nature of the illness in order to be paid for the sick day.

#### ARTICLE VIII – SEVERANCE PAY

A. Employees who terminate their employment with the Parking Authority voluntarily because of retirement, or who have died while still employed, or who have had their jobs abolished for reasons of economy or efficiency and been laid off, shall be entitled to severance pay in addition to their normal salary and wage, and any other payments which may be due them. Severance pay shall be based on the number of years of service and shall be paid at the employee's current rate of pay in accordance with the following schedule:

After ten (10) years up to fifteen (15) years - two (2) week's pay.

After fifteen (15) years up to twenty (20) years - three (3) week's pay

Twenty (20) years or more - three (3) week's pay plus one (1) additional day per year of service up to a maximum of four (4) week's pay

## ARTICLE IX - EMPLOYEE EXPENSES

A. Employees who are required, by written directive from the Executive Director, to use their personal vehicle on a daily basis in the pursuit of proper and necessary Parking Authority business, shall be reimbursed in accordance with the current standard mileage rate allowed by the Internal Revenue Services for such travel. Such payment shall be made subject to written certification by the Executive Director.

B. Employees who are required, by written directive from the Executive Director, to use their personal vehicle for Parking Authority business, shall declare such use on their application for liability insurance and the difference between their non- business use premium and their business use premium shall be reimbursed by the Parking Authority upon presentation of an invoice from their insurance carrier evidencing such difference. In lieu of the foregoing, the Parking Authority shall have the option of providing such employees with sufficient liability coverage.

C. Employees who are required, by written directive from the Executive Director, to .use their personal vehicle for any trip in pursuit of Parking Authority business shall be reimbursed at the current IRS mileage rate, plus out-of-pocket expenses supported by appropriate documentation.

## **ARTICLE X - FRINGE BENEFITS**

- A. Whenever any class of employment requires the use of specialized equipment such as uniforms, rain gear, or safety equipment, these shall be provided by the Parking Authority at no cost to the employee.
- B. Outside employees and those wearing non-tailored work clothes shall receive a uniform issue of four sets of clothing if all seasonal; or three sets each for summer and winter if seasonal which shall be replaced as needed. The Parking Authority shall also supply employees with shoes, which shall be maintained and/or replaced by the Parking Authority as necessary. If the Parking Authority elects not to provide work shoes, employees required to wear steel-toed work shoes shall receive a reimbursement for the purchase of two (2) pairs of shoes, up to a maximum of a total of \$200. If the Parking Authority elects not to provide work shoes, the employees required to wear work shoes shall receive a reimbursement for the purchase of two (2) pairs of shoes, up to maximum of a total of \$150. The employee's immediate supervisor must approve the replacement of work shoes, before they are replaced by the Parking Authority. Those employees wearing tailored uniforms shall receive the same uniform issue which shall be replaced as needed, as well as an annual allowance of \$150.00 for the maintenance of the tailored uniform so long as the Parking Authority requires a tailored uniform; which shall be paid not later than December 1 of each applicable year.
- C. Where employees are required to attend night court outside their regular workday or a job related matter, they shall receive a minimum of three (3) hours pay at the contract rate.
- D. Employee's pay stubs will include vacation, sick and personal leave time available to the employee.

#### ARTICLE XI - DISCIPLINARY ACTIONS

- A. Whenever an employee is given disciplinary action, the Union shall be notified at the same time as the employee. Disciplinary action may include warnings, suspensions, fines, demotions, and/or termination.
- B. No employee shall be disciplined or terminated except for just cause. All disciplinary actions shall be subject to the provisions of the grievance and arbitration procedure set forth in Article XII. No disciplinary actions shall be implemented until after Step 3 of the grievance procedure has been concluded, if a grievance has been filed contesting the discipline. After an 18-month period when no other violations for the same cause have occurred, the disciplinary action shall be closed and removed from the employee's file.
- C. Except in extraordinary circumstances, all employees shall have the benefit of progressive discipline, which shall consist of a verbal warning, a written warning and a suspension before termination.
- D. No meetings shall be held between any employee and their supervisor at which disciplinary action is taken or from which disciplinary action might result, without the presence and participation of a union representative, if such is requested by the affected employee.

#### ARTICLE XII - GRIEVANCE PROCEDURE

A. All grievances or disputes arising during the term of this Agreement concerning the interpretation or application of the provisions of this Agreement shall be handled according to the following procedure:

Step One: All grievances or disputes shall be brought to the attention of the employee(s), immediate supervisor within two (2) weeks after the event giving rise to the grievance occurred. A meeting shall be conducted between the Union and the immediate supervisor and every effort shall be made to settle the grievance at this Step. If settled, the terms of settlement shall be reduced to writing. If not settled, the immediate supervisor shall respond in writing to the grievance no later than two (2) weeks after the grievance was submitted.

<u>Step Two</u>: If the grievance is unresolved at Step One, the grievance shall be reduced to writing and submitted to the Executive Director, along with the immediate supervisor's written response, no later than two (2) weeks after the denial at Step One. The Executive Director shall meet with the Union and shall render a written decision on the grievance no later than two (2) weeks after it is submitted.

Step Three: If the grievance is unresolved at Step Two, the Union may submit the grievance to the Personnel Committee of the Board of Commissioners no later than two (2) weeks after the denial at Step Two. The Personnel Committee shall conduct a hearing on the grievance at a time mutually convenient to the Union and the Committee, but no later than thirty (30) days after receipt of the grievance, and shall render a written decision no later than two (2) weeks after the hearing is concluded.

Step Four: If the grievance remains unresolved, the Union may submit the grievance to binding arbitration no later than three (3) weeks after the Personnel Committee's written response is received by the Union. The matter shall be submitted to arbitration by written application to PERC requesting that an arbitrator be appointed to hear and decide the grievance. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitration, including the arbitrator's fees and any meeting room expenses, shall be shared equally by the parties. Only the parties to this Agreement may request arbitration. The arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing. The arbitrator shall have no authority to alter any of the terms of this Agreement.

## <u>ARTICLE XIII – HOURS AND OVE</u>RTIME

- A. Effective January 1, 2002 or upon the signing of this Agreement whichever comes later the basic work week for employees covered under this Agreement shall consist of forty (40) hours in five (5) consecutive eight (8) hour days, exclusive of a one (1) hour lunch period daily.
- B. Any work in excess of forty (40) hours per week shall be compensated at the rate of time and one-half the employee's regular rate of pay. Hours for which the employee is paid are considered hours worked for the purpose of calculating the forty (40) hour threshold except for sick leave. Paid sick leave is not considered as hours worked for the purpose of overtime calculations.
- C. The regular starting and quitting times shall continue as currently in existence and shall not be changed without cause, and after meeting with the affected employees and the Union at least one (1) week in advance. Employees' schedules shall not be changed to avoid the payment of overtime.
- D. Any employee called into work on their regular day off or called back to work shall be given a minimum guarantee of four (4) hours at the contract rate.
- E. Employees shall be paid overtime no later than the next pay period after the overtime was worked. Employees may substitute compensatory time for such pay, at the same rate, if they so request.
- F. All overtime shall be assigned by rotation within the job classification, by seniority, so long as the employee has the ability to perform the work required except that unanticipated overtime may be offered to available personnel already on duty. If no employee accepts overtime, mandatory overtime may be required. Mandatory overtime shall be assigned in rotation by reverse seniority so long as the employee has the ability to perform the work involved.
- G. Part-time employees shall be entitled to sick, vacation, holidays, and personal leave on a prorated basis.

## <u>ARTICLE XIV – HOLIDAYS</u>

The following days shall be holidays:

New Year's Day Columbus Day

Martin Luther King's Birthday General Election Day

Presidents' Day
Good Friday

Veterans Day
Thanksgiving Day

Memorial Day Friday after Thanksgiving

Fourth of July Christmas Day

Labor Day

B. Holidays shall be paid days off for employees and employees shall receive their regular rate of pay for such days. If an employee is required to work on a holiday, the employee shall receive time and one-half for all hours worked and a compensatory day off to be taken at a mutually convenient time.

C. In order to be eligible for holiday pay, the employee must work his/her regularly scheduled workday before and after the holiday unless the employee is on approved sick leave, vacation, personal time, or other approved leave.

D. Holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday. There shall be only one day of celebration for each holiday.

E. If a holiday falls during an employee's vacation, it shall reduce the number of vacation days charged to the employee's account.

## ARTICLE XV – PERSONAL DAYS

A. Employees shall be entitled to three (3) personal days per year, which may not be carried over if unused. Newly hired employees must complete 90 days of employment before they are entitled to use a personal day. New employees starting employment between January 1 and April 30 shall be entitled to three (3) personal days during the first year of employment ending December 31. New employees starting employment between May 1 and August 31 shall be entitled to two (2) personal days during the first year of employment ending December 31. New employees starting employment between September 1 and December 31 shall be entitled to one (1) personal day during the first year of employment ending December 31.

B. Requests to use a personal day shall be made at least 48 hours in advance unless there is an emergency, which necessitates the use of a personal day. Employees shall not be required to state a reason when requesting to take a personal day unless 48 hours advance notice cannot be given. If less than 48 hours advance notice is given, the reason for the request is subject to verification. Requests for personal days shall not be unreasonably denied.

#### ARTICLE XVI – VACATION

A. Employees shall be entitled to annual paid vacations in accordance with the following schedule:

After first year of employment - 5 days

After two years and up to the completion of six years of employment - 10 days per year

After six years and up to the completion of fifteen years of employment - 15 days per year

After sixteen years - 20 days plus one additional day per each additional year of service up to a maximum of 25 days per year

- B. Employees shall be credited with their annual vacation entitlement at the beginning of each year. If an employee will be entitled to additional vacation days during the year based on years of employment, the employee shall be credited with the increased number of days at the beginning of that year.
- C. Unused vacation may not be carried over. However, if the employee cannot use their vacation time because of the demands of their job, and will lose it, the employee shall be entitled to be paid for the vacation the employee was unable to use or, with the approval of the Director, up to five days may be carried over to the next year.
- D. Vacations shall be selected according to seniority with employees with the greatest seniority being given first preference. Vacation schedules must be arranged so as not to interfere with Parking Authority business. If an employee wishes to exercise seniority, his/her vacation request shall be submitted no later than April 1 for the time period April 1 through March 31 of the next year. After April 1, vacation requests shall be granted or denied in the order received.
- E. Vacation time must be used in increments of five (5) days or more with the exception that, if approved by the employer two weeks in advance, an employee may take up to five (5) separate vacation days in one year.
- F. Employees absent from work due to a work related injury or illness (i.e. on workers' compensation) shall earn their full vacation entitlement. Employees absent from work on approved medical leave, for a period not exceeding six (6) months during the calendar year, shall also earn their full vacation entitlement. If the employee is absent for more than six (6) months, he/she will be entitled to one-half their vacation entitlement.
- G. Upon separation from employment, an employee shall be paid for all accrued but unused vacation time.

## <u>ARTICLE XVII - RATES OF PAY</u>

A. Any employee who performs work in a higher paid classification for at least two (2) hours shall be paid the higher rate for that position for all hours spent working in the higher classification. Work performed in a higher paid classification for less than two (2) hours shall be paid at the employee's regular rate of pay.

B. Any employee required to work in a lower paid classification shall be paid the rate of pay for his/her own classification when performing work in the lower classification.

C. Employees who are employed by the Parking Authority at the time this Agreement is entered into shall have their current salaries increased pursuant to the following schedule:

The rates of pay for all employees whose titles are covered by this agreement will increase 3.5% effective January 1, 2001.

The increase in weekly hours from 35 to 40 hours, whenever effective, shall constitute the increase for 2002, except that a one-time payment will be made to all employees equal to a 3.25% increase in their rate of pay for the period between January 1, 2002 and the start of the forty-hour work week.

The rates of pay for all employees whose titles are covered by this agreement will increase 3% effective January 1, 2003.

The rates of pay for all employees whose titles are covered by this agreement will increase 3% effective January 1, 2004.

The rates of pay for all employees whose titles are covered by this agreement will increase 3% effective January 1, 2005.

The rates of pay for all employees whose titles are covered by this agreement will increase 3% effective January 1, 2006.

D. All salaries are effective January 1, 2001. Any employee who would have been entitled to any of the pay increases provided for in this agreement shall receive the applicable retroactive pay for their time worked.

E. New employees hired after the date of this Agreement is signed shall be paid the appropriate hourly rate for there, position in accordance with the schedule set forth below for the duration of this Agreement:

Title	2001	2002	2003	2004	2005	2006
Accountant	\$17.95	\$17.95*	3%	3%	3%	3%
Account Clerk	\$12.00	\$12.00*	3%	3%	3%	3%
Cashier	\$8.89	\$8.89*	3%	3%	3%	3%
Enforcement	\$9.41	\$9.41*	3%	3%	3%	3%
Lot Attendant	\$8.89	\$8.89*	3%	3%	3%	3%
Maintenance	\$9.15	\$9.15*	3%	3%	3%	3%
Maintenance/	\$14.20	\$14.20*	3%	3%	3%	3%
Carpenter						
Meter Collector	\$9.15	\$9.15*	3%	3%	3%	3%
(formerly						
Collections)						
Payroll/Acct.	\$13.50	\$13.50*	3%	3%	3%	3%
Clerk						
Secretary	\$12.50	\$12.50*	3%	3%	3%	3%

<sup>\*</sup>The increase in weekly hours from 35 to 40 hours, whenever effective, shall constitute the increase for 2002, except that a one-time payment will be made to all employees equal to a 3.25% increase in their rate of pay for the period between January 1, 2002 and the start of the forty-hour work week.

F. The Parking Authority shall negotiate an appropriate salary with the Union for any new hire who is employed in a title not set forth above.

## ARTICLE XVIII – HEALTH BENEFITS

- A. There shall be no change in the level of health and prescription benefits currently maintained and provided to employees covered by this Agreement. If the Parking Authority decides to change plans, any new plan must provide equivalent or better benefits. Any change in plans must also be discussed first with the Union before implementation. The current deductibles for employee and family coverage will continue without change. All new hires shall be entitled to health and prescription benefits effective on their 90th day of employment.
- B. When an employee or spouse reaches age 65 and is entitled to Medicare, the Parking Authority will reimburse the employee for the cost of the Medicare plan and any supplements thereto.
- C. The Parking Authority agrees to provide fully paid health insurance as a supplement to Medicare for any employee who retires with twenty-five (25) years or more of service with the Parking Authority. Any employee who retires from active employment with the Parking Authority may continue to receive benefits through the Dental Plan upon timely request and payment of the applicable premium by the retired employee.
- D. The Parking Authority shall pay an amount equal to \$250 per year per bargaining unit employee to the Camden Council No. 10 Health and Welfare Fund, in equal monthly installments, through which employees in the bargaining unit shall receive dental benefits.
- E. The prescription co-pay shall be five dollars (\$5.00) for name brand prescription drugs and \$2.00 for generic prescription drugs.
- F. Effective upon the signing of this Agreement, any employee covered by this Agreement may choose, in writing, during the open enrollment period, to participate in the "Optional Health Benefits Program". Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who choose not to maintain the Parking Authority's health insurance.
- 1. An employee may choose to participate in this program upon proper proof of other coverage and selection of one of the options set forth below.
- 2. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination of other coverage, the Parking Authority will restore the employee, his or her spouse and/or dependents to coverage under the self-insured plan for the remainder of the program year. If the employee desires to reinstate HMO coverage, he/she will be required to wait until the next open enrollment period. Where an employee participates in the program for less than one full year, the Parking Authority shall be entitled, through payroll deductions, to

recoup the pro-rated balance of the incentive paid. The employee shall authorize such payroll deduction, in writing, at the time the employee opts to participate in the program.

# 3. Optional Health Benefits Program: Employees Current

Employees Current		
Parking Authority Coverage	<u>Option</u>	<u>Incentive</u>
Employee and Spouse	Drop coverage; spouse's plan covers employee and spouse	50% of premium for the self-insured plan
Employee and Spouse	Drop coverage for spouse; spouse covered under spouse's plan	50% of premium difference between self-insured employee and spouse coverage and single coverage
Family	Drop all coverage. Employee, spouse and child(ren) covered under spouse's plan	50% of premium for self-insured plan
Family	Drop coverage for spouse; spouse covered under spouse's plan; employee and child(ren) continue under plan	50% of premium difference between self-insured family coverage and parent and child(ren) coverage
Family	Drop coverage spouse and child(ren); spouse and child(ren) under spouse's plan; employee continues under plan	50% of premium difference between self-insured family coverage and single coverage
Parent/Child(ren)	Drop coverage for child(ren); employee continues under plan	50% of premium difference between self-insured parent/ child(ren) coverage and single coverage
Single	Drop all coverage for employee	50% of premium for self-insured single coverage

- 4. Effective upon the signing of this Agreement, the incentive paid pursuant to Paragraph 3 above shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount. This program shall be available to all new employees on their hire date. Any retirees covered under the plan may also participate if eligible.
- G. The Parking Authority shall provide vision benefits consisting of one (1) examination per year and glasses or contacts every two (2) years to employees and their dependents in accordance with the following schedule through the VSP Network:

## VISION BENEFIT SCHEDULE

Benefits	In Network	Out of Network	
Exam \$10 Co-pay		Reimburse up to \$37	
Lenses			
Single Vision	\$10 Co-pay	Reimburse up to \$31	
Bifocal Lenses	\$10 Co-pay	Reimburse up to \$47	
Trifocal Lenses	\$10 Co-pay	Reimburse up to \$56	
Lenticular Lenses	\$10 Co-pay	Reimburse up to \$80	
		<u>-</u>	
Frames			
Necessary	\$10 Co-pay	Reimburse up to \$45	
Elective	\$10 Co-pay	Reimburse up to \$210	
	Covered up to a maximum of \$105	Reimburse up to \$105	

# ARTICLE XIX - EQUAL TREATMENT

There shall be no discrimination or favoritism for reasons of sex, age, nationality, race religion, marital status, political affiliation, handicap, or union membership or union activities.

# **ARTICLE XX - WORK RULES**

The Union acknowledges that the Parking Authority has a Personnel Manual in place, which establishes certain work rules applicable to its members. Reasonable work rules shall be observed whenever the same do not clash with the provisions of this contract. Any new rules of work and conduct for employees shall be negotiated in advance with the Union.

# <u>ARTICLE XXI – SEPARABILITY</u>

Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by the decision and the remainder of the Agreement shall remain in full force and effect.

## <u>ARTICLE XXII – DURATION</u>

This Agreement shall be effective from January 1, 2001 through and including December 31, 2006. It shall be automatically renewed from year to year thereafter unless either party gives notice to the other at least 120 days prior to its expiration date that it desires to renegotiate or modify this Agreement. This Agreement shall remain in full force and effect until a successor agreement is signed.

IN WITNESS WHEREOF, the parties have set, 2002.	their hands and seals on
Camden Council #10 Parking Authority – Non-Supervisory Unit	The Parking Authority of the City of Camden
By: Karl Walko, President Camden Council #10	By: Michael Devlin, Chairman Board of Commissioners
By:	By:
By:	By:
By:	By: