

3-0008

STORAGE

Camden

04-02

Case # 91

A G R E E M E N T

Between

Camden, City of
CITY OF CAMDEN

(COUNTY OF CAMDEN)

and

THE FRATERNAL ORDER OF POLICE

CAMDEN LODGE #1

X JANUARY 1, 1979 THROUGH DECEMBER 31, 1981

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ARTICLE I

LODGE RECOGNITION

The City hereby recognizes the Lodge as the sole and exclusive negotiating representative and bargaining agent of all non-supervisory Police Officers, including Detectives, who are employed by the Division of Police, Department of Administration, City of Camden, State of New Jersey, which individuals are hereinafter referred to as employees.

ARTICLE II

MAINTENANCE OF STANDARDS

SECTION 1. The City shall not discharge, discriminate or cause any unfavorable action in any way against any employee for Lodge activities or for Lodge membership, as long as such activity does not in any way unreasonably disrupt normal operations of the Police Division.

SECTION 2. The rights of the employee and the Lodge shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be preserved.

SECTION 3. Employees shall retain all rights under New Jersey State and Federal Law.

SECTION 4. No portion of this contract is intended to deprive any employee of any Civil Service Rights which he may enjoy except those specifically limited or denied by the provisions of this contract.

SECTION 5. This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties thereto.

SECTION 6. The parties to this contract agree that they shall not enter into any agreement or contract or negotiations therefor with any individual or group of individuals which

MAINTENANCE OF STANDARDS CONTINUED:

agreement or contract or negotiations therefor are outside of the scope of this contract. The parties further agree that any such extra contractual agreement shall be null and void.

SECTION 7. The City and its representatives agree not to meet with any other organization or individuals not authorized by the Lodge for the purpose of hearing or discussing views on negotiable working conditions, grievances or the terms and conditions of this Agreement.

SECTION 8. Copies of new rules and regulations shall be furnished to the Lodge and an opportunity for the discussion of same shall be afforded to the Lodge prior to implementation thereof except in emergent situations.

SECTION 9. The Lodge shall have the opportunity to grieve any new rule for thirty (30) days after its promulgation as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the Lodge from grieving the application or interpretation of any new rule or regulation in accordance with the ARTICLE herein dealing with Grievance Procedures. It is understood that such rule or regulation shall be obeyed pending the resolution of grievance procedures or the enjoining of such rule or regulation by a county, state or federal court.

ARTICLE III

LODGE REPRESENTATION AND MEMBERSHIP

SECTION 1. In accordance with F.O.P. rules authorized representatives of the Lodge, whose names shall be filed in writing with the Business Administrator, or his designee, shall be permitted to visit any police facility or the office of the Chief of Police or Business Administrator, or his designee, for the purpose of processing or investigating grievances.

This right shall be exercised reasonably, and shall be exercised by no more than four (4) authorized F.O.P. representatives at any one time.

Upon entering the premises, the authorized representatives shall notify the commander or, in his absence, his duly authorized representative. The Lodge representatives shall not unreasonably interfere with the normal conduct of the work within the police facility.

SECTION 2. Board members and authorized representatives, who are officially recognized delegates, shall be granted an administrative leave with pay in accordance with the provisions of N.J.S.A. 11:26c-4 for the purposes set forth therein.

SECTION 3. Negotiation Leave. A maximum of three (3)

LODGE REPRESENTATION AND MEMBERSHIP CONTINUED:

authorized representatives of the Lodge shall be granted administrative leave to participate in negotiations for a successor agreement to this Agreement in accordance with the following formula:

A. Administrative leave shall be granted for the full day on which any negotiation session takes place.

B. Should any negotiation session extend past 4:00 p.m. or commence in the evening, administrative leave shall be granted for the first shift on the following day and shall continue through the first full shift after the end of the negotiations session.

C. A maximum of five (5) authorized representatives shall be granted administrative leave for ten (10) working days for the preparation of negotiation proposals.

SECTION 4. The President of the Union shall be assigned to detail and may devote full time to administering and enforcing the provisions of this Agreement, except insofar as his services are necessary for the efficient operation of the Division. The President of the Lodge shall be excused from all duties and assignments when required to perform his duties as Lodge representative.

SECTION 5. Four (4) authorized representatives of the

LODGE REPRESENTATION AND MEMBERSHIP CONTINUED:

Lodge shall be excused from all duties and assignments for the purpose of attending county or state F.O.P. meetings.

A. Members of the Executive Board of Directors shall be excused from all duties and assignments to attend meetings of the Board and/or the Lodge so long as the number of Board Members excused would not result in a detriment to public safety.

SECTION 6. Any employee who holds a position with the city, county, state or national F.O.P. shall be excused from all duties and assignments when required to perform the duties of his position.

A. Any employee elected to the position of state or national F.O.P. President shall receive the same rights as granted under SECTION 4 of this ARTICLE.

SECTION 7. With respect to internal investigations, the City shall present to the Lodge, copies of all charges for disciplinary action and/or discharge against all employees covered by this contract, and the results thereof.

The Lodge shall be informed of dates, times and any charges thereof for disciplinary hearings and also shall have the right to have a representative at such hearing at the employee's request.

ARTICLE IV

RETIREMENT

SECTION 1. Employees shall retain all pension rights as Police Officers under New Jersey Laws and Camden Municipal Ordinances.

SECTION 2. Terminal leave shall be paid at the rate of one and one-tenth (1.1%) percentum of the last year's salary multiplied by the number of years of service for any person retiring in 1979 or thereafter.

SECTION 3. Employees retiring on either regular or disability pension shall be paid for all accumulated holiday and vacation time; said payments computed at the rate of pay based upon the base annual compensation due and owing during the last year of his employment prior to the effective date of his retirement.

SECTION 4. Employees retiring on either age and service or disability pension shall be paid for all accumulated in-time, said payments calculated at the rate of pay when earned.

SECTION 5. Employees retiring on either age and service or disability pension shall be paid a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement. The supplemental compensation payment

RETIREMENT CONTINUED:

to be paid hereunder shall be computed at the rate of one-half ($\frac{1}{2}$) of the daily rate of pay for each day of earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental payment shall exceed \$12,840.00.

SECTION 6. Employees intending to retire on either age and service or disability pension shall accordingly notify the Business Administrator, or his designee, sixty (60) days prior to the date at which said retirement is to become effective.

SECTION 7. The City will supply identification cards to retired employees and will replace lost, worn or mutilated cards.

ARTICLE V

LEAVE OF ABSENCE

SECTION 1. A Leave of Absence without pay, shall be granted to any employee who has been employed for four (4) years, except during such time as an employee is under criminal or disciplinary investigation or a period of suspension, provided, however, that the Business Administrator shall be permitted to grant a leave to employees under departmental investigation or criminal investigation.

SECTION 2. No person shall be required to take a Leave of Absence without his written consent made in the presence of the Lodge's authorized representative.

SECTION 3. The maximum time for which an employee shall obtain a Leave of Absence shall be for a period of up to six (6) months. Following the utilization of six (6) consecutive months, further Leave of Absence shall be accorded only with the expressed approval of the City Council.

SECTION 4. No more than five (5) employees shall be on such Leave of Absence at any one time, provided that such number can be increased by the Business Administrator.

ARTICLE VI

DUES CHECK-OFF

The City agrees to deduct dues solely from members of, and upon behalf of, Camden Lodge #1 of the Fraternal Order of Police and also upon behalf of any other organization which is recognized as a certified bargaining agent and/or negotiating representative which represents any employees of the City of Camden in such capacity. Such deduction shall be effectuated upon receipt of written authorization by such employees, and once a month the City shall remit the funds so collected for this purpose to the Treasurer of the Lodge.

A dues check-off shall commence for each employee who signs a properly dated authorized notice, supplied only by the organization and approved by the City, during the month following the signing of such notice with the City. The City agrees that the notice currently in use meets with its approval. Any such written authorization may be withdrawn in writing at any time by the member filing a written notice of such withdrawal with the Lodge and the City Comptroller and the verification of such withdrawal notice by the Lodge.

The City agrees to provide the Lodge with a monthly statement as to the amount received and upon whose behalf it has been

DUES CHECK-OFF CONTINUED:

received and cumulative totals thereof, as is currently provided.

ARTICLE VII

VACATIONS

SECTION 1. The annual vacation shall be granted strictly according to the following schedule, beginning on January 1 of each calendar year, to wit:

A. Between January 1 and January 31, inclusive, of each year, vacations for said calendar year shall be granted upon request with priority of dates according to seniority within the unit.

B. On and after February 1 of each year, vacations for said calendar year shall be granted upon request with priority of dates conditioned on the order in which said requests are received.

SECTION 2. The number of employees who may be on vacation at the same time, whether schedule pursuant to sub-section A or B of SECTION 1, shall be determined by the Unit Commander, subject to the approval of the Business Administrator, or his designee.

SECTION 3. Vacation time must be taken in the year earned. When vacation time is deferred by the City for any reason other than the fact that such period has been previously granted in accordance with SECTION 1 of the ARTICLE, then the employee shall be entitled to utilize such vacation time at a later period in

VACATIONS CONTINUED:

the same calendar year or to be paid for same.

SECTION 4. Notwithstanding any provision to the contrary, an employee may accumulate ten (10) vacation days in the calendar year, to be carried over in the following calendar year, not to exceed a total accumulation of thirty (30) days.

SECTION 5. Vacations shall be granted for continuous uninterrupted service computed from the last date of hire and according to the following schedule:

0 to 1 year.....	1 day per year
1 year to 5 years.....	15 days per year
6 years to 12 years.....	20 days per year
13 years to 16 years.....	22 days per year
17 years to 19 years.....	23 days per year
20 years or more.....	25 days per year

SECTION 6. The City shall make available to all employees, upon request, forms upon which vacations are to be requested. A copy of such a completed form, with the action of the City with respect to the request noted thereon, shall be provided to the employee.

ARTICLE VIII

WORK WEEK

SECTION 1. Regular motorized patrol shall work under a four (4) day on two (2) day off work schedule (hereafter referred to as the 4-2 work schedule), other employees shall where possible.

Working hours under the 4-2 work schedule shall be as follows:

Tour of Duty A

Four (4) consecutive days of a 12:00 midnight to 7:00 a.m. work schedule.

Tour of Duty B

Two (2) consecutive days of a 6:45 a.m. to 1:45 p.m. work schedule, immediately followed by two (2) consecutive days of a 9:00 a.m. to 5:00 p.m. work schedule.

Tour of Duty C

Four (4) consecutive days of a 4:00 p.m. to 12:00 midnight work schedule.

Each tour of duty will be immediately followed by two (2) consecutive days off. Also, each tour of duty will be worked on a continual clockwise rotation basis, i.e., Tour of Duty A, followed by Tour of Duty B, followed by Tour of Duty C.

WORK WEEK CONTINUED:

SECTION 2. Any employee who is not assigned to work a 4-12 work schedule shall receive one day off per month as a compensatory day. The City shall insure that the employee is able to utilize such compensatory day during the month or, in the event where the employee is unable to utilize the compensatory day, such day must be used in the following month. Compensatory days are not accumulated. Any employee who is off duty for twenty-one (21) consecutive days other than to utilize holiday and/or vacation time during the month shall not be entitled to the compensatory time.

SECTION 3. The City shall continue the Special Tactical Force with a modification of the work schedule. Appointment to this "Special Tactical Force-Supplementary Patrol" shall be on a volunteer basis. The City shall not be obligated to accept all who volunteer. In the event there is an insufficient number of volunteers to maintain at least eighteen (18) employees on the "Special Tactical Force-Supplementary Patrol," the Chief of Police shall have the right to assign personnel. The work schedule of the "Special Tactical Force-Supplementary Patrol" personnel shall be as follows:

Tour of Duty D

Five (5) consecutive days starting with Wednesday through Sunday of a 5:00 p.m. to 1:00 a.m. work

WORK WEEK CONTINUED:

schedule. This tour of duty shall be immediately followed by two (2) consecutive days off (Monday and Tuesday).

Tour of Duty E

Four (4) consecutive days starting with Wednesday through Saturday, of a 7:00 p.m. to 3:00 a.m. work schedule. This tour of duty shall be immediately followed by three (3) consecutive days off (Sunday, Monday and Tuesday).

Each tour of duty will rotate on a weekly basis, i.e., Tour of Duty D will be followed by Tour of Duty E and visa versa.

The Chief of Police shall have the right after consultation with the Lodge to adjust the hours of the permanent shift when deemed necessary for public safety.

SECTION 4. Employees working Tour of Duty B (6:45 a.m. to 1:45 p.m. and 9:00 a.m. to 5:00 p.m.) shall be assigned to one (1) man patrol units at the discretion of the Chief of Police. All motorized patrol units on Tour of Duty C (4:00 p.m. to 12:00 midnight) and Tour of Duty A (12:00 midnight to 7:00 a.m.) shall consist of two (2) employees. However, employees on Tour of Duty C or A may volunteer to work a one (1) man "Special Tactical

: WORK WEEK CONTINUED:

Force-Supplementary Patrol" unit. Any such volunteer Police Officer may be accepted at the discretion of the City. Employees who work a one (1) man unit during Tour of Duty C and A will be part of the "Special Tactical Force-Supplementary Patrol" (STF-SP) and, therefore, will be so compensated for that tour of duty.

The City shall also have the right to assign STF-SP and K-9 personnel to one (1) man patrol units.

SECTION 5. After consultation with the Lodge, the City shall have the right to revert back to the work week and minimum manning ARTICLE in the prior contract if the excessive abuse of sick time results in an insufficient number of patrol units so as to be detrimental to public safety in the City.

SECTION 6. This schedule shall take effect thirty (30) days after the adoption of this Agreement by City Council.

ARTICLE IX

HOLIDAYS

SECTION 1. Employees shall receive fourteen (14) paid holidays per year.

SECTION 2. Any other holidays shall be such holidays as are declared by the Mayor, Governor or the President of the United States.

SECTION 3. An employee shall take seven (7) paid holidays in the first half of each calendar year and seven (7) paid holidays in the second half of each year. In the event that a request for a holiday is denied, then said holiday may be taken later in the year. In the event that there are any unused holidays at the end of the year, the employee shall be paid in lieu thereof. Notwithstanding any other provision in this Article to the contrary, an employee shall be allowed to utilize all of such fourteen (14) paid holidays, or any portion thereof, in a single quarter of any calendar year for the purpose of attending bona fide college courses, provided verification of such attendance is presented to the City.

SECTION 4. Notwithstanding any other provision of this Article to the contrary, employees may carry over into the following year, five (5) accumulative holidays. Payments for such

HOLIDAYS CONTINUED:

accumulative holidays shall be paid to the employee at the employee's current rate of pay.

SECTION 5. All payment for accumulated holidays and vacations shall be paid at the employee's current pay. The City shall make available to all employees request forms upon which holidays are to be requested. A copy of such completed form with the action of the City with respect to the request noted thereon shall be provided to the employee.

ARTICLE X

BULLETIN BOARD

SECTION 1. The City shall provide and install bulletin boards and provide space for the posting of notices relating to matters and official business of the Lodge.

SECTION 2. Bulletin boards shall be installed in locations to be clearly visible to all employees. Locations shall be selected by consultation between the Chief of Police and the Lodge.

SECTION 3. The City shall purchase five (5) bulletin boards as follows:

- 1 - Plexiglas enclosed with locking device.
- 4 - Other types.

ARTICLE XI

GRIEVANCE PROCEDURES

SECTION 1. The purpose of this Article is to settle all grievances between the City and the members of the Camden Lodge #1 of the Fraternal Order of Police as quickly as possible so as to insure efficiency and promote employee morale.

A grievance is defined as any disagreement or dispute between the City and the employees, or between the City and the Lodge, involving the application, interpretation or alleged violation of this Agreement.

Any grievance must be presented within ten (10) working days after the aggrieved person knew of the event or events upon which the claim is based on else such grievance is deemed waived.

SECTION 2. A grievance shall be processed as follows:

Step 1. The aggrieved employee, and the representative of the Lodge, shall discuss and attempt to resolve the matter at the lowest level of supervision where the grievance can be resolved.

Step 2. If the grievance is not adjusted at Step 1, it shall be then submitted within five (5) working days to the supervisory officer at the next level of command within the Division of Police.

GRIEVANCE PROCEDURES CONTINUED:

Step 3. If the grievance is not adjusted within five (5) working days in the chain of command, it shall then be submitted in writing to the Business Administrator or his designee. The Business Administrator, or his designated representative, shall seek to resolve the grievance with the appropriate Lodge representative.

Step 4. If the parties are unable to resolve the grievance at Step 3 within five (5) days, and the grievance is not one which is subject to Civil Service appeal, then either of the parties may elect to proceed to arbitration.

The costs of the services of the Arbitrator shall be borne by the losing party. Arbitration shall be by a single Arbitrator, mutually selected by the parties. However, if the parties are unable to agree upon the selection of an Arbitrator within five (5) working days after the Lodge notifies the Business of its intention to arbitrate, then, the Lodge may, within ten (10) working days thereafter, request the American Arbitration Association to submit a panel of seven (7) Arbitrators to both parties. A copy of such request shall be sent to the Business Administrator. Each party shall notify the American Arbitration Association of its selection from the panel submitted and the American Arbitration Association shall

GRIEVANCE PROCEDURES CONTINUED:

then appoint the Arbitrator most preferred by the Lodge and the City to hear and decide the dispute.

SECTION 3. Only the City and the Lodge shall have the right to submit a grievance to arbitration notwithstanding any other provisions of this Article to the contrary.

SECTION 4. Both parties may agree that in lieu of utilizing the American Arbitration Association a panel of three (3) Arbitrators may be selected. One to be selected by the Lodge, one to be selected by the City, and the third to be mutually selected. Both parties agree that if this Section is utilized attorneys will not be used to present either party's case. The decision of this panel shall be final and not subject to appeal.

Matters may be presented to such panel only by the Lodge or the City.

ARTICLE XII

FUNERAL LEAVE

SECTION 1. Employees shall be granted special leave with pay because of death in the immediate family, including relatives residing in the same household or for the death of a grandmother, grandfather, sister, brother, daughter-in-law, or son-in-law who resides elsewhere.

SECTION 2. Such funeral leave shall be granted from the date of death until the first tour of duty following interment.

SECTION 3. Employees shall be granted special leave with pay for a period of one (1) working day due to the death of any relative not specified in this Article up to the second degree of kindred.

SECTION 4. Notwithstanding any other provision of this Article, special funeral leave with pay shall be granted for a period of twenty (20) working days due to the death of a spouse, provided that such spouse shall leave a surviving minor child or children; otherwise, such leave shall be granted for a period of fifteen (15) working days.

SECTION 5. Notwithstanding any provisions of this Article, special funeral leave with pay shall be granted for a period of ten (10) working days due to the death of any employee's son or

FUNERAL LEAVE CONTINUED:

daughter and fifteen (15) working days due to the death of a minor child.

SECTION 6. Notwithstanding any other provisions of this Article, special funeral leave with pay shall be granted for a period of ten (10) working days due to the death of an employee's mother, father, mother-in-law, or father-in-law.

SECTION 7. In the case of the death of a relative not specified in this Article, the City shall endeavor to assure that the employee shall be able, if possible, to utilize a vacation day or a holiday in order to attend the services for such relative.

ARTICLE XIII

EDUCATIONAL PROGRAMS

SECTION 1. The City agrees to conform to uniform procedures for allowing mentime off to attend college or other schools. Employees will not be discriminated against for said time off which will not be arbitrarily or unreasonably withheld.

SECTION 2. All employees shall be paid \$10.00 per credit for successfully completing any bona fide course in any accredited college. A certificate of successful completion shall be submitted before any payment of credit is made. The maximum payment under the within provision shall be \$1,200.00 in any single year and same shall be paid on the 15th day of December of each calendar year.

SECTION 3. Payments under this Article, which as provided in SECTION 2, shall be made on the 15th day of December of each calendar year on a pro-rata basis only for those months in which the employee is on active duty with the Division of Police.

SECTION 4. The parties agree to reopen this Article for possible renegotiation no later than December 1, 1979, for implementation of such modified agreement, if any, in 1980 and 1981.

ARTICLE XIV

DISCRIMINATION

SECTION 1. There shall be no discrimination among employees or units covered by this contract, except if specifically provided in this contract.

SECTION 2. No order, either present or in the future, shall provide any one employee or unit within the Division of Police with any special privileges, except as specifically provided in this contract.

ARTICLE XV

MILITARY LEAVE

SECTION 1. Military leave shall be granted in accordance with Civil Service Statutes and Regulations, unless otherwise defined in this Article.

SECTION 2. Members of the Reserve components shall receive the same benefits as applied to the National Guard.

SECTION 3. No employee shall be required to work in excess of their normal regularly scheduled work week or work day for their exercising their right under this Article.

SECTION 4. Provided that if the total number of employees effected by this Article exceeds the current number so effected and such excess results in a detrimental effect on public safety then, and in that event and in the discretion of the Chief of Police, the parties hereto shall renegotiate this Article.

SECTION 5. No employee shall be required to utilize any holiday, vacation or sick time to exercise the rights under this Article and any employee who has been so required to use such time to exercise such rights at any time since January 1, 1979, shall be reimbursed such time in its entirety.

ARTICLE XVI

REQUIREMENTS

Physical and scholastic standards shall not be waived or lowered for any applicant; such standards shall be in accordance with the present Civil Service regulations and requirements.

ARTICLE XVII

SUSPENSIONS

SECTION 1. No employee shall be suspended without pay for any departmental charges or for the commission of a disorderly persons act without a departmental hearing in accordance with Civil Service procedures.

SECTION 2. In the case of any criminal charge or charges other than set forth in Section 1 of this Article, the Chief of Police shall have the right to immediately suspend an employee with pay. Provided, however, that the Chief of Police, will have the right to suspend such employee without pay where, he would decide that to allow the employee to work with pay would be detrimental to public safety or the good order of the Division of Police.

SECTION 3. The Lodge shall be notified of all departmental charges prior to the hearing and the results thereof. The Lodge shall also be notified of any changes in the hearing date prior to the hearing.

SECTION 4. The Lodge shall be entitled to have a representative present at all departmental hearings at the request of the charged employee.

ARTICLE XVIII

SERVICE RECORDS

SECTION 1. Each employee will be entitled to inspect his service record upon request between the hours of 9:00 a.m. and 4:00 p.m. on any workday.

SECTION 2. Service records shall include all records pertaining to the employee.

SECTION 3. As used in Section 1 of this Article, workday shall be defined as any weekday which is not a holiday.

SECTION 4. Notwithstanding any other provision in this Article to the contrary, the City shall not be obligated to allow the examination of any more than two (2) service records in any one (1) day.

ARTICLE XIX

EXCHANGE OF HOURS OF DUTY AND DAY OF DUTY

SECTION 1. Exchange of hours of duty by an employee shall be granted by the Division of Police provided that such an exchange shall not result in any employee, who has engaged in such exchange, working outside of his job title, and, further provided that such exchange does not result in any employee working in excess of sixteen (16) hours in any twenty-four (24) hour period.

SECTION 2. Exchange of duty by an employee shall be granted by the Division of Police provided that an employee who has engaged in such exchange does not result in an employee working outside of his job title, and further provided that no employee shall exchange any more than five (5) consecutive working days without the specific approval of the Chief of Police, or his designee. Days off shall not be considered part of the phrase, "consecutive work days."

SECTION 3. Any employee who intends to engage in an exchange of hours or days shall give his immediate superior prior notification.

SECTION 4. This Article shall be applicable only in cases where there is no resulting extra cost to the City.

ARTICLE XX

SICK/INJURED LEAVE

SECTION 1. An employee shall receive twenty (20) paid sick days each year of the Agreement and these shall be cumulative.

SECTION 2. If any employee is incapacitated and unable to work because of any injury or disease sustained in the performance of his police duty, he shall be entitled to injury leave with full pay up to one (1) year from the date of disability during the period in which he is unable to perform his duties, provided that the examining physician appointed by the governing body shall certify to such injury or disability. Such leave shall not be arbitrarily or unreasonably withheld.

SECTION 3. Notwithstanding the existence of any regulation or departmental rule to the contrary, an employee on sick leave shall be required to remain in his place of residence or confinement only until he is available for duty.

SECTION 4. Sick leave may also be utilized for short periods because of illness in the employee's immediate family, which requires his attendance on the family member.

SECTION 5. Employees while utilizing Sick or Injured Leave shall continue to receive and accrue all economic and fringe

SICK/INJURED LEAVE CONTINUED:

benefits which they were receiving prior to utilization of such leave and shall receive and accrue any additional or increased benefits where provided in this Agreement.

ARTICLE XXI

SPECIAL OVERTIME

SECTION 1. The callback of a platoon or any comparable unit, during an emergency declared by the Mayor or the Chief of Police shall result in payment of the employees so called for a minimum of four (4) hours and, if such employees are required to expend in excess of four (4) hours, then they shall be paid a minimum of eight (8) hours, and, if such employees are required to expend in excess of eight (8) hours, they shall be paid on an hourly basis therefor. Provided, however that employees shall be paid only on an hourly basis if such employees do not wish to remain for the full four (4) hour or the full eight (8) hour period provided, however, that they have been released from duty by their respective commanders.

SECTION 2. Any employee placed on what is referred to as telephone alert shall have the option to report for duty and be compensated for same or to remain on such alert and not be compensated for such time.

ARTICLE XXII

EQUIPMENT AND VEHICLE SAFETY

SECTION 1. The City shall equip each patrol unit within the Patrol Division with plexiglas protection between the front and rear seats and with bullet-proof vests and riot batons, shotguns with sufficient amounts of ammunition for each employee in the vehicle, two (2) outside mirrors, and a portable radio.

SECTION 2. The City agrees to conform to all manufacturer and dealer warranty and maintenance requirements on equipment except in an emergency situation. The City also agrees that it will immediately attempt to effectuate all repairs to such items as radios, outside dome lights, sirens, etc.

SECTION 3. The City shall have available at all times twelve (12) shotguns, two (2) rifles and sufficient ammunition therefor. The City shall also have available at all times tear gas grenades and launchers for same. The City shall supply to each employee: mace, cannister and holder for same, and shall repair or replace used and all defective cannisters and holders.

SECTION 4. No employee or ^{unit} shall be required to perform any non office function with ~~proper~~ ^{unit out} radio communication at his disposal.

SECTION 5. The City shall supply all employees with a gas mask and case, police baton (nightstick), three (3) badges,

EQUIPMENT AND VEHICLE SAFETY CONTINUED:

said badges being for hat, for uniform and for wallet, handcuffs and keys, traffic box keys, and a service revolver and shall repair or replace any damaged or unserviceable or stolen items.

ARTICLE XXIII

OVERTIME

SECTION 1. Any employee required to work in excess of the normal workday, as defined by existing departmental practice, for another hour or any portion thereof, shall be paid for a full hour and shall thereafter be paid on a half hour basis for working such half hour or any portion thereof.

SECTION 2. Payment for any court appearance shall be payment for a minimum of three (3) hours as of the effective date of this Agreement.

SECTION 3. Employees who are required by the employer to appear at disciplinary hearings, Civil Service hearings, Public Employment Relations Commission hearings or internal affairs investigations outside of regularly scheduled working hours shall be paid on the same basis as for Court Appearances.

SECTION 4. Any employee required to work in excess of the normal work week, as defined by existing departmental practice, shall be entitled to overtime pay.

SECTION 5. The City shall pay all accumulated in-time, at the rate of pay when earned, over a three (3) year period to begin in 1974.

SECTION 6. As of the effective date of this Agreement

OVERTIME CONTINUED:

all overtime shall be paid based on a rate of a forty (40) hour work week. The hourly rate shall be as follows:

POLICE OFFICER

1979	-	\$7.83 per hour
1980	-	\$8.41 per hour
1981	-	\$9.03 per hour

DETECTIVES

1979	-	\$8.45 per hour
1980	-	\$9.07 per hour
1981	-	\$9.74 per hour

ARTICLE XXV

PROVISION OF MEALS

The City shall supply to all members who work in excess of eight (8) hours during an officially declared emergency with a hot meal or reimburse the employee for the cost of such a meal provided such reimbursement shall not exceed \$4.00 and further provided that such will occur no more than three (3) times in any twenty-four (24) hour period.

ARTICLE XXIV

SEVERANCE PAY

Upon severance, employees shall receive all compensation as outlined in Article IV with the exception of Terminal Leave Pay, and to include any longevity allowance and college credit payments on a pro-rated basis for the calendar year.

EMPLOYEES' SAFETY CONTINUED:

SECTION 4. The unit assigned to be the Accident Investigation Unit shall only be required to have one (1) employee assigned to it, provided, however, that it shall not be assigned to any hazardous or dangerous duty without two (2) employees assigned thereto.

ARTICLE XXVI

EMPLOYEES' SAFETY

SECTION 1. Whenever a patrol unit of the Patrol Division shall be utilized and, in such utilization, is occupied by one (1) employee as defined in Article I, Section 1, of this Agreement, such unit shall also be occupied by at least one (1) other member of the Division of Police unless otherwise provided for in this Agreement.

SECTION 2. All walking patrols during daylight hours within a hazardous area shall consist of two (2) employees. The determination as to what constitutes a hazardous area shall be the sole and absolute determination of the Chief of Police in consultation with authorized representatives of the Lodge. In the event the City determines that a walking patrol during daylight hours shall consist of one (1) employee, the City shall immediately advise the appropriate Lodge representative of its determination within a reasonable time prior to the effectuation of such determination and set forth the reason therefor.

SECTION 3. All walking patrols during the hours of darkness shall consist of two (2) employees.

ARTICLE XXVII

UNIFORMS

SECTION 1. The City agrees not to change the basic uniform or any portion thereof, currently utilized by employees, without providing the necessary sums for the purchase of such new items, in addition to the clothing allowance provided for by this Agreement.

SECTION 2. The City agrees not to require any employee to produce uniforms or equipment for the purpose of inspections, other than that necessary to perform the duties on that particular shift.

ARTICLE XXVIII

WAGES

SECTION 1. The wages for employees shall be as provided for in Schedule A, attached hereto and made part hereof, and as provided for by an Ordinance to be adopted.

SECTION 2. The parties to this Agreement agree that if any other Bargaining Unit who has or will have a Collective Bargaining Agreement with the City of Camden receives benefits in excess of those contained in this Agreement, the Lodge shall have the right to renegotiate this Agreement. The City of Camden agrees that it will not discriminate against the Lodge as to any economic benefits when compared with other Bargaining Units in the City of Camden.

SECTION 3. This Article shall not apply to any differentiation among the Collective Bargaining Units in work schedules only.

ARTICLE XXIX

SPECIAL PAY

SECTION 1. The practice of appointing employees to higher ranks in an acting capacity is discouraged. No employee shall be required to act in a higher ranking capacity for a period to exceed fifteen (15) consecutive days. Any employee required to act in such higher ranking capacity for any length of time, shall receive pay commensurate with such position in which he acts.

The employee to be appointed to the position of Acting Sergeant shall be the employee who is placed highest on the current Civil Service promotional list within his respective unit. At such time when there is no standing promotional list, employees to be appointed to acting sergeant shall be the most senior employee in the Division of Police assigned to that particular unit.

SECTION 2. All employees performing the duties of Detective shall receive Detective's salary and benefits.

ARTICLE XXX

TRAVELING EXPENSES

All employees traveling outside of the City on official business, at the explicit direction of their superior, or in response to a subpoena and summons issued to the employee as a result of the performance of his duties shall be paid for all reasonable expenses incurred in such travel. The City shall endeavor to provide an automobile for such travel and when such automobile is not provided, shall pay the employee twenty (\$.20) cents per mile for such travel. Employees shall be paid for all overtime incurred.

ARTICLE XXXI

SEVERABILITY

In the event that any provisions of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XXXII

PAY PERIOD

SECTION 1. Employees shall be paid every two (2) weeks for a period of fifty-two (52) weeks in accordance with the provisions of the City Ordinance.

SECTION 2. Employees shall be paid at 3:00 p.m. on Thursday if they so desire, when possible.

ARTICLE XXXIII

INSURANCE, HEALTH AND WELFARE

SECTION 1. The City shall continue to maintain and provide all insurance coverage now in effect, and agree to defend and to satisfy any judgment which may be rendered against the employee for any action arising out of his employment with the City.

SECTION 2. The City shall provide the defense to employees hereunder against all claims for damages from or incidental to a performance of his duties, as well as pay and satisfy all judgments rendered against said employees as a result thereof.

SECTION 3. The City of Camden, for the life of this Agreement, shall continue its current Health Benefits Program for its employees and their families.

SECTION 4. The employer reserves the right to change its current Health Benefits Program so long as no less benefits are provided.

SECTION 5. When an employee retires at age sixty-five (65) or reaches the age of sixty-five (65), and has his hospital plan supplemented by Medicare, the employer will reimburse the employee for the cost of the Medicare plan.

SECTION 6. When any Officer covered under this contract

INSURANCE, HEALTH AND WELFARE CONTINUED:

retires, his hospitalization plan, paid by the City of Camden, shall be maintained by the City until age sixty-five (65).

SECTION 7. The parties agree that this Article shall be reopened for possible renegotiations for an increase in benefits ninety (90) days or no later than October 1, 1979, for implementation of such negotiable changes, if any, in 1980 and 1981.

SECTION 8. Dental. Employees shall receive a fully paid dental program covering themselves and their dependents.

SECTION 9. The City agrees to provide health insurance for all employees retiring on a regular pension or disability pension, to include dental plan or any additional health benefits.

ARTICLE XXXIV

LIMITED DUTY ASSIGNMENT

SECTION 1. When an employee who has been injured or is ill is determined by the Police Surgeon to be capable of performing limited duty, the City may, in order to keep the employee from being removed from the payroll, utilize said employee in accordance with such limitations as set by the Police Surgeon.

SECTION 2. Such duty shall continue until the employee is certified as capable of returning to full duty by the Police Surgeon.

ARTICLE XXXV

DURATION

SECTION 1. This Agreement shall be in effect from the date of execution through December 31, 1981.

SECTION 2. All financial provisions of this Agreement shall be retroactive to January 1, 1979.

SECTION 3. Negotiations for a successor agreement to this contract shall begin no later than July 1, 1981.

SECTION 4. All provisions of this Agreement shall remain in effect until a successor agreement becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Camden, New Jersey, on this 29 day of NOVEMBER, 1979.

FRATERNAL ORDER OF POLICE
CAMDEN LODGE #1

By: Albert J. Kaplinski

WITNESS:

Edward B. Schaefer

CITY OF CAMDEN
COUNTY OF CAMDEN, NEW JERSEY

By: Carol Kelly

WITNESS:

Howard M. Telt

The above has been reviewed
and approved as to form.

By: Michael J. Di Cola
LOUIS A. VARGAS, City Attorney

SCHEDULE A

SALARIES

FIRST YEAR, JANUARY 1, 1979 - DECEMBER 31, 1979

First Year Police Officer	-	\$13,939.16
Second Year Police Officer	-	\$16,482.76 16,293.07
Detective	-	\$17,579.37

*27K.
20K*

SECOND YEAR, JANUARY 1, 1980 - DECEMBER 31, 1980

First Year Police Officer	-	Renegotiable
Second Year Police Officer	-	\$17,482.76
Detective	-	\$18,862.67

THIRD YEAR, JANUARY 1, 1981 - DECEMBER 31, 1981

First Year Police Officer	-	Renegotiable
Second Year Police Officer	-	\$18,775.43
Detective	-	\$20,258.50

FRATERNAL ORDER OF POLICE



1438 MT. EPHRAIM AVENUE
CAMDEN, N. J. 08104

November 28, 1979

Dear Mr. Kelly:

As you are aware the position of Legal Analyst was inadvertently not included in the contract of Terms of Employment between the City of Camden and the Fraternal Order of Police Camden Lodge #1.

The title Legal Analyst should be added to Article 1 Lodge Recognition and to Schedule A Salaries.

Salary should be as follows:

1979 - \$20,458.22

1980 - \$21,890.30

1981 - \$23,422.62

The Legal Analyst shall be entitled to all rights and benefits as set forth in the Contractual Agreement.

Agreed to on the 29th day of November, 1979.

David D. Kelly
Business Administrator
City of Camden

Witness

Albert J. Kafitz Jr.
President
F.O.P. Camden Lodge #1

Witness

Howard M. Felt

Edward B. Schaffner

RECEIVED
AND APPROVED AS TO FORM.

54A

THE ABOVE HAS BEEN REVIEWED
AND APPROVED AS TO FORM.

BY: Michael J. DeLoach

SCHEDULE B

CLOTHING ALLOWANCE AND MAINTENANCE

Clothing Allowance	-	\$600.00
Clothing Maintenance	-	\$250.00

The Clothing Allowance and Maintenance checks will be paid on the first regular payday in January and the first regular payday in July.

SCHEDULE C

LONGEVITY SCHEDULE

The percentage of increase to annual base salaries for Longevity shall be as follows:

YEARS OF SERVICE

From 0-4 years inclusive	0%
From 5-9 years inclusive	3% of annual base salary
From 10-14 years inclusive	4% of annual base salary
From 15-19 years inclusive	5% of annual base salary
From 20 years of service	6% of annual base salary
From 21 or more years of service	7% of annual base salary

SCHEDULE D

SCHEDULE OF DIFFERENTIALS AND SPECIAL PAY

SECTION 1. All employees working a rotating shift shall receive an additional six percentum (6%) of their annual base salary. This does not include members of what is presently referred to as the Special Tactical Force.

SECTION 2. All employees working the power shift, or, all employees assigned to what is presently referred to as the Special Tactical Force shall receive an additional eleven percentum (11%) of their annual base salary.

SECTION 3. With the exception of those employees presently or hereafter assigned to what is currently referred to as the Special Tactical Force, any employee who is assigned to work any shift other than a permanent dayshift, shall be paid an additional six percentum (6%) of his base salary. For the purpose of this Schedule, permanent dayshift shall be defined to include any permanent shift which falls entirely between the hours of 6:00 a.m. to 6:00 p.m.