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AGREEMENT

Between

CITY OF CAMDEN

and

CAMDEN COUNCIL #10
NEW JERSEY CIVIL SERVICE ASSOCIATION
ON BEHALF OF BLUE COLLAR WORKERS OF
THE CITY OF CAMDEN.

PREAMBLE

THIS AGREEMENT entered into by the City of Camden, hereinafter referred to as the "City", and Camden Council #10, New Jersey Civil Service Association, hereinafter referred to as "Co. 10", has as its purpose the promotion of harmonious relations between the City and Co. 10; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

THE CITY recognizes the Co. 10 as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions in the Certification of the Public Employment Relations Commission attached hereto and made a part hereof. It is agreed that upon the creation of any new titles, if it is agreed that they conform to the certificate, shall be covered by this agreement. If there is disagreement the dispute shall be settled by arbitration in the manner set forth herein. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Chapter 303, Laws of 1968. N.J.S.A. 34:13A-1 et seq.

July 2, 1974 - December 31, 1976

ARTICLE II

CHECK OFF

- Section 1 The City agreed to deduct Co. 10 monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of Co. 10 and the aggregate deductions of all employees shall be remitted quarterly to the Treasurer of Co. 10 together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made.
- Section 2 Any written designation to terminate the deduction of Co. 10 dues must be received in writing by the City and Co. 10 and filing of notice of withdrawal shall be effective to halt deductions as of January 1, or July 1, next succeeding the date on which the notice of withdrawal is filed.
- Section 3 The City agrees to deduct an amount equal to Co. 10's initial membership fee from an employee's wages, upon proper notice by Co. 10 to the City, and remit it, forthwith to Co. 10.

ARTICLE III

SENIORITY

- Section 1 Wherever practicable seniority in title shall prevail in connection with vacation schedules, shift assignments, sectional assignments, or holidays.
- Section 2 In cases of equal seniority, preference will be given to qualified veterans before non-veterans.
- Section 3 Seniority for all purposes is defined as the accumulated length of continuous service with the City computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year.
- Section 4 The City shall maintain an accurate, up to date seniority roster showing each employee's date of hire, classification and pay rate and shall be made available to Co. 10 upon reasonable request. The employment records of the City of Camden shall be deemed compliance with this section.

ARTICLE IV

WORK SCHEDULES

- Section 1 The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for employees in continuous operations as set forth hereafter.
- Section 2 The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of Co. 10. This section shall not apply to call-ins or overtime, but shall not be utilized to deprive any employee of cash payment for overtime.
- Section 3 Where the nature of the work involved required continuous operations on a twenty-four hour per day, seven days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, wherever practical, on a rotation basis, that all employees in a given title will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.
- Section 4 Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority, provided such employee is qualified to perform the job. 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, where preferences are to be exercised will a senior employee be required to wait longer than one year after such contingency occurs.

ARTICLE V

OVERTIME

Section 1

Overtime refers to any time worked beyond the regular hours of duty, as presently scheduled, and is granted only when the employee is ordered to work by a supervisor. Overtime worked will be paid at the rate of time and one-half for holidays and Sundays/^{OR THE SEVENTH DAY} when these days are not part of the employees regular work week. ~~Overtime shall be paid for any and all hours in excess of forty hours in compliance with Federal law and regulations.~~ Said overtime must be granted in writing by the Supervisor directing the same prior to the employee commencing work or in case of an emergency, as soon thereafter as possible. *Sec 10*

Section 2

Overtime work will be distributed as equally as possible, among employees with the same classification. A list of employees will be maintained showing overtime offered by the City to the employees in a given title. If overtime is worked, the employee at the top of the list working the overtime will go to the bottom. Anyone offered overtime who is excused from such work shall have his name placed at the bottom of the list. Nothing in this article shall impair the right of the City to require an employee to work overtime and an employee shall not, without reasonable justification, be permitted to refuse to work overtime when requested.

Section 3

Overtime shall be paid currently or at least no later than the second pay period after the overtime is performed.

Section 4

No employee shall have his work schedule or regular day off schedule changed for the purpose of avoiding payment of overtime at any time. No work shifts will be changed without first having discussed such changes and the needs for same with Co. 10.

- Section 5 Work schedules of employees on continuous operations shall be arranged so as to provide at least four (4) days off within a given pay period of fourteen (14) days (ten working days). This will not be violated if an employee's supervisor requires such person to work on his day off if an emergency arises.
- Section 6 Full time employment shall be a scheduling of 260 working days per year. Employees shall be paid for each day worked for and in the year earned.
- Section 7 The employer shall not reduce the work crew for the purposes of avoiding payment of overtime. This section shall not infringe upon the City's right to eliminate positions for economy reasons, subject to the rules of Civil Service.

ARTICLE VI

CALL IN TIME

Section 1

No employee shall be requested to return to work, after or before his regularly scheduled shift, for less than four (4) hours. In the event the employee shall be called in to work one hour or more he shall be paid for four hours. If the employee shall work more than four hours, he shall be paid for a full work day. If the four hour period overlaps with his regularly scheduled shift, the employee will receive four hours pay in addition to his regular shift pay. It is understood that the City has the option of directing such employee to perform duties, other than those for which he was called, for the full four hour period.

Section 2

This article shall be construed with ARTICLE V on overtime for days and hours as set forth in ARTICLE V concerning hours, holidays and Sundays.

ARTICLE VII

RATES OF PAY

- Section 1 The following rates of pay and job classifications as set forth in this ARTICLE shall apply to this contract up to and including December 31, 1974. At the expiration of said period, new rates and classifications shall be put into effect as agreed upon by the City and Co. 10.
- Section 2 The minimum rate shall normally be the hiring rate for each classification. The City may make such an adjustment in the hiring rate as deemed necessary to properly and justifiably fill a position.
- Section 3 When an employee is promoted or reclassified, so as to assume additional responsibilities or duties, or in recognition of the performance of duties beyond those required by his old title, from one class or title to another having a higher salary range, then his salary shall be adjusted to the minimum of the new range or one increment above his old rate, whichever is higher.
- When a new salary range is put into effect, and a new minimum and maximum established, an employee shall have the same increment status in the new range as was held in the prior range.
- After an employee has been in the City service for ten (10) or more years and his title is changed by open competitive or promotional examination, to a title having a higher salary range, such employee shall automatically be paid the maximum of the new range. If such an employee has nine (9) or eight (8) years in the City Service, he shall not wait more than one (1) or two (2) years, respectively, before reaching the maximum of the new range.
- Section 4 Rates of compensation provided for in these regulations are fixed on the basis of full time service in full time positions. If any position is, by action of the City established on a basis of less than full time service, or if, with approval of the City, the incumbent of any full time position is accepted for employment on a part time basis only,

the rate of compensation provided for the position, (unless otherwise stated) shall be proportionately reduced in computing the rates of compensation payable for part time service.

Section 5 Nothing contained herein shall prevent the City from giving any employee covered by this agreement a raise, providing advance notice of such intention is given to Co. 10 a reasonable length of time prior to such action being taken.

Section 6 The salary ranges authorized under this agreement shall be interpreted as exclusive of any bonus payments or longevity pay as set forth herein.

Section 7 During the term of this Agreement the pay scales will not be reduced unless by mutual consent of both parties.

Section 8 Any employee who performs work in a higher paid classification than his own shall be temporarily assigned and certified for such payment for such work:

In the "A" or white collar unit, any employee working in excess of thirty (30) days in a higher title in any calendar year, or in excess of ninety (90) days, in the aggregate, over the term of this contract, shall be paid at the rate of pay for such higher title, beginning with effective date of this Agreement, January 1, 1974. Such rate of pay shall be at the first increment level exceeding his present salary level.

In the "B" or blue collar unit, each day that an employee performs work in said higher classification, without any prior accumulation of time.

Section 9 An employee shall be paid the rate of pay for his own classification when performing work of a lower paid classification.

ARTICLE VIII

SALARIES AND INCREMENTS

Section 1 The salaries for each title shall be those presently in existence under the salary ordinance of the City of Camden in effect January 1, 1974. Employees shall receive an across the board percentage increase based on their current rate as follows:

1974 7% (effective and retroactive to January 1, 1974)

1975 7% (effective January 1, 1975)

1976 7% (effective January 1, 1976)

Section 2. The salary increases granted in Section 1 of this ARTICLE shall be open for renegotiation on the basis of cost of living increases as of October 1, 1974 for the contract year beginning January 1, 1975; and October 1, 1975 for the contract year beginning January 1, 1976, AND MADE A PART OF ANNUAL SALARY (M) (S)

ARTICLE IX

LONGEVITY PAY

LONGEVITY PAY will be granted annually on or about December 1st in a separate check to all employees covered by this Agreement, with more than four (4) years continuous full-time service on that date, as per the following schedule:

From 5 to 9 years of service	=	2% of annual base pay
From 10 to 14 years of service	=	3% of annual base pay
From 15 to 19 years of service	=	4% of annual base pay
For 20 years of service	=	5% of annual base pay
For 21 and more years of service	=	6% of annual base pay

TO RECEIVE LONGEVITY PAY, an employee must be in a paying status as of July 1st of any year hereunder when longevity is to be paid. The date of payment shall be on or before December 15th. If any employee leaves the service of the City after July 1st, but prior to December 15th, in good standing, such employee will receive longevity pay based on their length of service as of December 1st, of the current year, prorated. If the employee leaves prior to July 1st, no longevity shall be paid. The aforesaid percentages are payable each year of this Agreement.

ARTICLE X

HOLIDAYS

- Section 1 The following are recognized paid holidays:
New Year's Day, Washington's Birthday, Lincoln's
Birthday, Good Friday, Memorial Day, Fourth of
July, Labor Day, Columbus Day, Veteran's Day,
Thanksgiving Day, Christmas Day, General Election
Day, the Friday before Labor Day and the Friday
after Thanksgiving, 1974, 1975 and 1976.
- Section 2 Holidays which fall on a Saturday shall be
celebrated on the preceding Friday. Holidays
that fall on Sunday shall be celebrated on the
following Monday. Holidays which fall within
an employee's vacation period shall be celebrated
at the employee's option, either immediately
before or immediately following his vacation
period.
- Section 3 It is understood that there shall only be one
day of celebration in the event a holiday is
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. This shall not apply to
Lincoln's or Washington's Birthdays which shall
be celebrated as two distinct holidays and
not only President's day.
- Section 4 When the City, Governor of the State of New
Jersey or the President of the United States,
declares a holiday for all city employees,
in addition to those set forth above, those
who are required to work on such holidays
shall be given a compensatory day at a later
date.
- Section 5 In order to be eligible for holiday pay, the
employee must work the workday immediately
preceding and immediately following the holiday,
unless the absence is excused by the Department
head.

ARTICLE XI

VACATION

Section 1 Full time employees (including regular per diem employees) in the City service shall be entitled to vacations with pay:

(a) Up to 1 year of service = 12 working days
accrued vacation;
none taken

After 1 year and up to = 15 working days
10 years of service vacation

After 10 years and up = 18 working days
to 20 years of service vacation

After 20 years and up = 23 working days
to 23 years of service vacation

After 23 years of service 1 additional work-
ing day's vacation per year not to exceed
30 working days vacation total.

(b) Where in any calendar year the Director certified that the vacation or any part thereof is not granted by pressure of work, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. The current year's vacation may be carried to the next succeeding year, without violating the provisions of the last sentence. Such "carried vacation", existing at the time of an employees termination, for any reason, shall be paid at his current rate (termination).

(c) Any personal days taken before the execution of this contract shall be charged to the employees vacation time as set forth in this ARTICLE.

ARTICLE XII

SICK LEAVE

Section 1

Employees in the City service (including full time per diem employees) shall be entitled to the following sick leave of absence with pay:

- (a) One working day sick leave with pay for each month of service from the date of permanent appointment to and including December 31st next following such date of appointment, and twenty days sick leave with pay for each calendar year thereafter. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee.
- (b) If an employee is absent for three (3) consecutive working days, for any of the reasons set forth in the above rule, the appointing authority shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent should be stated on the doctor's certificate.
- (c) At the discretion of the immediate supervisor, he may at any time require the employee seeking sick leave, or on return from sick leave, to submit acceptable medical evidence or undergo a physical examination. If the sick leave is not approved, the time involved during which the employee was absent shall be charged to his vacation credit, if any, otherwise he will suffer loss of pay for such time.

(d) An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave hereinabove set forth, shall notify his immediate superior, by telephone or personal message within one hour of the beginning hour .

(e) Sick leave claimed by reason or quarantine or exposure to contagious diseases may be approved on the certificate of the local department of health, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.

Section 2

Full time temporary employees (which shall include regular per diem employees) in the City service shall be entitled to the same sick leave as permanent employees, except:

(a) Casual employees on a daily or hourly basis are not eligible.

ARTICLE XIII

LEAVE OF ABSENCE

- Section 1 Leaves of absence for employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise expanded herein.
- Section 2 **Military Leave of Absence:** An employee who is a member of the National Guard or Reserve of the Military or Naval Forces of the United States and is required to undergo annual field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave.
- Section 3 Employees shall be granted a leave of absence without pay for the purposes of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therewith or with the Armed Forces of the State in time of war or emergency or pursuant to or in connection with the operation with any system of selective service.
- Section 4 **Leave of absences without pay:** An employee who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to service or for any good reason considered good by the department head may be granted special leave of absence without pay in accordance with Civil Service Regulations. Any employee seeking such special leave without pay shall submit his request, in writing, stating the reasons why, in his opinion, request should be granted, the date when he desires leave to begin, the probable date of his return to duty.

Section 5 Educational Leave: The employer may grant an employee educational leave.

The purpose of such leave is to permit an employee to pursue special work or training related to his employment and which will improve his competence and capacity in the service. Such training must be of direct value to the State and limited to providing knowledge or skills which cannot be provided through available in-service training. Cost of such training to be borne by the employer who will also pay employee his regular salary during such leave.

Section 6 Emergency and Special Leave: An employee in local service shall be given time off without loss of pay when:

- (a) Performing jury duty;
- (b) Subpoened to appear as a witness before a Court, legislative committee or judicial or quasi-judicial body if the appearance is as an individual and not as an employee or officer of his agency.
- (c) Performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.

Section 7 Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.

Section 8 Any employee who is a duly authorized representative of Council 10 shall be granted a leave of absence with pay for an aggregate period not exceeding five (5) days in any calendar year for the purpose of traveling to and from and attending any state convention or meeting of the New Jersey Civil Service Association. The number of such employees will be governed by N.J.S.A. 38:23-2, but in no event more than twenty (20). The City shall be supplied with the names of such delegates by Co. 10, a reasonable time before such convention or meeting.

Section 9

All full time employees shall be granted a leave of absence, not exceeding three (3) days, because of death of a member of their household or member of their immediate family. Immediate family is defined as father, mother, grandfather, grandmother, son, daughter, son-in-law, daughter-in-law, grandchild, brother or sister.

ARTICLE XIV

FRINGE BENEFITS

Section 1 Any employee who is disabled so as to be physically unfit for duty as a result of or arising out of his employment shall be granted during the period of temporary disability a leave of absence with pay. Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of Workmen's Compensation award under the New Jersey Workmen's Compensation Act for temporary disability with no charge against accrued sick leave or vacation time. Such leave shall not be granted beyond one (1) year from the date of injury or illness.

Section 2 (a) Severance Pay: There shall be paid as a part of the salary for persons in the classified service who have been employed by the City of Camden and who terminated their employment voluntarily because of a retirement program of the City of Camden or the State of New Jersey or who has passed away while in City employment or have their jobs abolished for purposes of economy and their employment terminated, in addition to their normal salary or wage, an additional sum which will be based on the number of years of service and at the said regular rate then existing for the title and increment level of such persons according to the following schedules:

5 years but less than 15 years = 1 full week's pay
15 years but less than 20 years = 2 full weeks' pay
20 or more years = 3 full weeks' pay

(b) Upon retirement from service to the City of Camden, in addition to the schedule as set forth in Section 2 (a) of this ARTICLE, the employee shall receive fifty percent (50%) of his cumulated sick time; as additional severance pay, said payment not to exceed \$12,000.00.

(c) An employee who dies with 10 or more years of service to the City shall be entitled to payment to his estate of fifty percent (50%) of his accumulated sick time not to exceed \$12,000.00.

ARTICLE XV

INSURANCE

- Section 1 There shall be no change in the Group Hospital Medical Plan presently maintained and paid by the Employer on behalf of the employees except in the case of a new plan that is equivalent or better. Such change, if any, shall be discussed with Council 10 before implementation.
- Section 2 When an employee or spouse reaches age 65 and has his Hospital Plan supplemented by Medicare, the employer will reimburse the employee for the cost of the Medicare Plan.
- Section 3 The employer agrees to provide health insurance as a supplement to Medicare for City employees with 20 or more years of service, provided such coverage is permissible under legislation in effect during this Agreement.
- Section 4 The City agrees to carry its present Blue Cross, Blue Shield and Major Medical coverage at no cost to the employees.
- Section 5 The City of Camden agrees to adopt a dental plan for City employees effective July 1, 1974.
- (a) From July 1, 1974, said dental plan shall cover the City employee only.
- (b) During the contract year, January 1, 1975 to December 31, 1975, said dental plan shall cover City employees and their spouses.
- (c) During the contract year, January 1, 1976 to December 31, 1976, said dental plan shall cover the City employees, their spouses and children.

ARTICLE XVI

EMPLOYEE EXPENSES

- Section 1 Employees required to use their personal vehicle in the pursuit of proper and necessary city business, on a daily basis, shall be reimbursed \$40.00 per month and ten (10) gallons of city gasoline per week, for such travel. Such payment shall be made subject to written certification by the Department head.
- Section 2 Where employees are required to use personal vehicles for City business, such employees will 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 to them by the City upon presentation of an invoice from their insurance carrier evidencing such difference. In lieu of the foregoing, the City shall have the option of providing such employees with sufficient liability coverage.
- Section 3 Any City employee who is authorized in writing by his director to use his personal vehicle for any special trip in pursuit of City business shall be reimbursed at a rate of \$.15 per mile.
- Section 4 When any class of employment requires the use of specialized equipment such as uniforms, rain gear and safety equipment, these shall be provided and maintained by the employer at no expense to the employees.
- Section 5 Outside employees and those wearing work clothes, not otherwise covered under Section 4, above, shall receive \$100.00 annual allowance for the purchase and maintenance of clothing used in the course of their duties. In lieu of such allowance, the City will have the option of supplying such employees with uniforms.

Section 6

It is recognized that mechanics and certain maintenance personnel provide the use of their own tools for use on City jobs; and that such use of personal tools, to which only the individual owners have access, is a normal aspect of the trade; and that such employees shall receive an additional compensation of \$2.00 per week for such use of their tools. In lieu of such compensation, the City shall have the option of supplying such personnel with such personal tools which shall be the property of the City.

ARTICLE XVII

DISCIPLINARY ACTIONS

Section 1

The City shall give written notification to Co. 10 when an employee is being suspended, fined, demoted or removed from employment. The notification shall be submitted to Co. 10 at the same time written notice is given to the affected employee and shall indicate the extent and reason for the disciplinary action.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1

A grievance shall be any difference of opinion, controversy, or dispute arising between the parties thereto, involving interpretation or application of any provision of the Agreement.

Section 2

A grievance shall be processed as follows:

Step 1 - The grievance, in writing, shall be presented to the immediate supervisor of the employee(s) involved no later than five (5) working days of the occurrence causing the grievance. The response shall be made, in writing, within three (3) days to the representative of Co. 10 by said immediate supervisor.

Step 2 - If the grievance is not settled by Step 1, it shall be reduced to writing by Co. 10 and submitted to the supervisor next in the hierarchy of the aggrieved employee'(s) unit. The answer to such grievance shall be in writing with copies to the employee, Co. 10 and the department head or director, and shall be made within five (5) days of its submission.

Step 3 - If the grievance is not settled by the preceding steps then Co. 10 shall have the right to request that the department head, or the director, act on the grievance. A written response shall be served upon the employee and Co. 10 or its grievance committee within seven (7) working days after the submission of the grievance.

Step 4 - If the aggrieved is a permanent employee, he shall now have the right to pursue all legal remedies afforded by the provisions of the Civil Service Act, should the grievance not be settled by Step 3.

Step 5 - In lieu of submitting the grievance to the Civil Service Commission, the aggrieved and Co. 10 may resort to the remedies in this Step. Co.10 or the City shall have the right to submit the unresolved grievance to binding arbitration. However, the action must be initiated within thirty (30) days of the time the answer was received or considered due in Step 3. Either party may make written application to the New Jersey State Board of Mediation requesting that an Arbitration be appointed to hear the grievance and make a final determination. The decision shall be binding on the parties to the dispute.

Section 3 The cost of fees and expense for having a grievance arbitrated shall be shared equally by Co. 10 and the City. It is agreed that any arbitrator appointed pursuant to this agreement may not in any way alter the provisions of this agreement. Furthermore, the right to request arbitration shall be limited to the parties to this Agreement.

Section 4 No disputes arising out of any question pertaining to the renewal of this Agreement or pertaining to the terms of any renewed agreement shall be subject to the arbitration procedures of this Article.

Section 5 In the event an arbitrator shall award retroactive pay to the aggrieved employee(s), it is agreed that the wages the employee(s) may have earned elsewhere during the period covered by the award shall be deducted from same.

Section 6 Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee of Co. 10 or its equivalent, may be present at any hearing on the individual's grievance.

Section 7 Co. 10 will notify the City in writing of the names of its employees who are designated to represent employees under the grievance procedure. Employees so designated by Co. 10 will be permitted to confer with other representatives, employees, and with City representatives re-

garding matters of employee representation, during working hours without loss of pay for periods not in excess of one (1) hour per day.

Section 8

Agents of Co. 10, who are not employees of the employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Co. 10* representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress.

Co. 10 must notify the City of the names of the agents. No more than one agent is to be designated for each facility. Agents who are not employees covered by this Agreement, will not be permitted to visit the facility during working hours to discuss Council matters with employees at their work stations, unless they first receive permission from the City or his agent. However, agents of Co.10 not exceeding three (3) shall be allowed to meet with employees who are Council members during their lunch time or other free periods to carry out Council Business. The privileges granted under this Article shall be revoked if the activities of said Co. 10agents impede the City's operations.

Section 9

When any agent of Co. 10 is scheduled by either of the parties hereto to participate during working hours in negotiations, grievance proceedings, conferences or meetings he shall suffer no loss in pay or be charged for sick leave. In the application of the foregoing Co. 10 will be limited to the use of two (2) employees for grievances, conferences or meetings and five (5) persons for negotiations.

ARTICLE XIX

EQUAL TREATMENT

Section 1

The City agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

ARTICLE XX

WORK RULES

Section 1

The employer may establish reasonable and necessary rules of work and conduct for employees. Notice of the establishment of such rules will be given Co.10 and posted on employee bulletin boards no later than ten (10) days prior to their effective date. Such rules shall be equitably applied and enforced. The locations of the employee bulletin boards are to be established by mutual agreement of the parties hereto.

ARTICLE XXI

SAFETY AND HEALTH

- Section 1 The City 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.
- Section 2 The City and Co. 10 shall each designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing Co. 10 shall be permitted a reasonable opportunity to visit work locations throughout the City's facilities, where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for periods not to exceed one (1) hour per day, when and if required.
- Section 3 The City shall supply all employees with proper identification to present to the general public while in performance of their duties.

ARTICLE XXII

GENERAL PROVISIONS

- Section 1 Bulletin Boards will be made available by the City, in places mutually agreeable to the City and Co. 10, at each of the permanent work locations in each Department for the use of Co. 10 to post Co. 10 announcements and other information of a non-controversial nature.
- Section 2 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 such decision.
- Section 3 It is agreed that representatives of City and Co. 10 will meet from time to time upon request of either party to discuss matters of general interest or 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.
- Section 4 The jurisdiction and authority of the City over matters not covered by this Agreement are expressly reserved and impliedly reserved by the City.
- Section 5 Any provisions of this Agreement found to be in violation on any future local, state or national legislation shall be subject to re-negotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

ARTICLE XXIII

TERMINATION

- Section 1 This agreement shall be effective as of the date of execution thereof and shall remain in full force and effect until the 31st day of December, 1976. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one-hundred and twenty (120) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and effective during this period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.
- Section 2 In the event that either party desires to terminate this Agreement written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.
- Section 3 Any changes, modifications or amendments of any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this agreement shall continue in full force and effect. This writing contains the entire agreement between the parties and shall not be enlarged, diminished or modified in any way without the express written approval of both parties.

Witness our hands and seals this 2nd day of July, 1974.

CITY OF CAMDEN

By: Stuart Liberman
Stuart Liberman
Business Administrator

Attest: Elizabeth Hawk
Elizabeth Hawk
Councilman

CAMDEN COUNCIL 10
NJCSA

By: Mildred Di Fante
Mildred Di Fante,
President

Attest: Joseph A. Caproni
City of Camden, South N.J.