

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CAMDEN

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 2578

January 01, 2005 -December 31, 2008

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PREAMBLE

THIS AGREEMENT entered into this 7 day of April, 2005, by and between the City of Camden, in the County of Camden, New Jersey, Municipal Corporation of the State of New Jersey, hereinafter called the "City", and Camden Fire Officers Association Local 2578, International Association of Fire Fighters, hereinafter called the "Union", represents the complete understanding between the City and the Union and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by ARTICLE I, RECOGNITION, in order that more efficient and progressive public service may be rendered. *mw*

ARTICLE I - RECOGNITION

SECTION 1

In accordance with "Certification of Representatives" of the Public Employment Relations Commission (Docket No.: RO-), the City of Camden hereby recognizes the Union/Association, as the sole and exclusive collective negotiation representative and bargaining agent of all uniformed Superior Officers employed by the City of Camden Fire Department, in the titles of Battalion Fire Chief, Fire Captain, Training Officer, Chief Apparatus Officer, Chief of Combustibles and Assistant Chief of Combustibles, who are covered in the aforementioned Certification, and employed by the Department of Fire, City of Camden, State of New Jersey, which individuals are hereinafter referred to as employee. Also covered are those Deputy Fire Chief who assigned as Tour Commanders as per the letter agreement of adding those positions to the covered members. Specifically excluded are the Chief of Fire and those Deputy Fire Chiefs assigned to the Administrative duties.

SECTION 2

Applications covered:

This agreement shall cover and govern the following classifications:

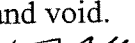
All Superior Officers in the ranks and titles of Battalion Fire Chief, Fire Captain, Training Officer, Chief Apparatus Officer, Chief of Combustibles and Assistant Chief of Combustibles. If the City creates the title of "Training Officer" and/or "Assistant Training Officer", these positions shall be included in the bargaining unit.

SECTION 3

Work performed by covered employees only: All work performed in any classification covered under this Agreement shall be performed under the terms and conditions of this Agreement.

SECTION 4

The City of Camden shall not enter into any Agreement or Contract with its employees within the Bargaining Unit as defined in Section 2 above, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.



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 Union activities or for Union membership, as long as such activity does not in any way unreasonably disrupt normal operations of the Division of Fire.

SECTION 2

The rights of the employee and the Union 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 New Jersey Department of Personnel rights which he/she 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 therefore with any individual or group of individuals which agreement or contract or negotiations therefore 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 Union for the purpose of hearing or discussing views on negotiable working conditions, grievances or the terms and conditions of this Agreement.

MW

SECTION 8

Proposed new rules and regulations or modifications to existing rules and regulations, affecting terms and conditions of employment shall be furnished to and negotiated with the Union/Association prior to formal adoption and implementation by the City. Copies of all orders and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Union within twenty-four hours of their promulgation.

SECTION 9

The Union/Association 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 regulations. The foregoing shall not preclude the Union 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 or the enjoining of such rule or regulation by a county, state or federal court.

SECTION 10

No employee may be dismissed, suspended or disciplined except in accordance with the rules and regulations of the New Jersey Department of Personnel.

SECTION 11

The Union/Association shall be provided with a copy of the notice forwarded to the employee/member of his/her disciplinary hearing. *mw*

ARTICLE III - UNION REPRESENTATION AND MEMBERSHIP

SECTION 1

In accordance with the Union/Association rules, authorized representatives of the Union, whose names shall be filed in writing with the Business Administrator, or his/her designee, shall be permitted to visit any facility or the office of the Chief of Fire or Business Administrator, or his/her designee, and may enter City Fire Headquarters, Fire Stations, Training School and the Office of the Business Administrator at reasonable hours 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 Union representatives at any one time.

Upon entering the premises, the authorized representatives shall notify the commander or, in his/her absence, his/her duly authorized representative. The Union representatives shall not unreasonably interfere with the normal conduct of the work with the public 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. 11A:6-10 for the purpose set forth therein.

SECTION 3

Negotiation Leave: A maximum of five (5) authorized representatives of the Union shall be granted administrative leave to participate in negotiations for 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. A maximum of five (5) authorized representatives shall be granted administrative leave for a total of ten (10) working days for the preparation of negotiation proposals.

SECTION 4

The President of the Union or his/her designee shall be assigned in a position which is conducive to his/her duties as Union President. Said position shall be one that will enable the Union President to properly and effectively perform his/her Union duties. The President of the Union may devote full time to administering and enforcing the provisions of this Agreement. The President of the Union shall be excused from all duties and assignments when required to allow him/her to properly perform his/her duties as Union representative. *MW*

SECTION 5

Four (4) authorized representatives of the Union shall be excused from all duties and assignments for the purpose of attending county or state Union affiliated meetings on the day of the meeting.

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

SECTION 6

Any employee who holds a position with the city, county, state or national Union/Association shall be excused from all duties and assignments when required to perform the duties of his/her position.

a. Any employee elected to the position of state or national President of the Union/Association shall receive the same rights as granted under Section 4 of this Article.

b. Whenever a Union representative is required to be excused from an entire tour of duty to perform his/her duties as Union representative, written notification of such absence shall be given to the office of the Chief of Fire whenever practicable. When it is not practicable to give such prior notification, said Union representative shall notify the Division verbally and his/her immediate supervisor and submit written notification as soon as reasonably possible after utilizing such leave.

SECTION 7

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

The Union shall be informed of dates, times and any charges thereof for disciplinary hearings and also have the right to have a representative at such hearing at the employee's request at no loss in pay. The employee/member has the right to have a Union representative present during any meeting or interview, that he/she believes may result in disciplinary action, this is in accordance with NLRB v. Weingarten, Inc., also East Brunswick B.O.E. PERC NO. 80-31, 5 NJPER 10206, (1979); 420 U.S. 251 (1975) *MW*

ARTICLE IV - RETIREMENT

SECTION 1

Employees shall retain all pension rights as Fire Fighters 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%) of the last year's salary at retirement multiplied by the number of years of service as of December 31, 1996.

SECTION 3

Employees retiring in either regular or disability pension shall be paid for all accumulated holiday and vacation; said payments computes at the rate of pay based upon the annual compensation due and owing during the last year of his/her employment prior to the effective date of his/her retirement. Effective December 31, 1996, all accumulated days shall be frozen and future accumulation of days shall occur as set forth in this Agreement.

SECTION 4

Employees retiring on either age and service or disability pension shall be paid for college credits, said payment will be calculated on a pro-rated basis for the calendar year.

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/her on the effective date of his/her retirement. The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) of the daily rate of pay for each day earned and unused accumulated sick leave, based upon the annual compensation received during the last year of employment prior to the effective date of his/her retirement. There shall be no limit on lump sum supplemental compensation payments.

SECTION 6

All payments under this article, including sick, vacation, holiday and terminal leave shall be paid as specified in the pay period following retirement. However, should the sum exceed \$45,000, the payment shall be in three (3) equal installments. One third (1/3) at retirement and the remaining paid in each July of the succeeding fiscal years. *mw*

SECTION 7

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

SECTION 8

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

SECTION 9

Upon the death of an employee, all payments due will be paid to the estate of the employee. These shall be calculated as if the employee retired.

SECTION 10

Accumulated Vacation - Holiday: All accumulative vacation and holidays on the books as of December 31, 1996 shall be carried over and paid out at the employee's salary rate at retirement, first in, first out shall apply. *mw*

ARTICLE V - LEAVE OF ABSENCE

SECTION 1

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year after the probationary period. Said leave may not be arbitrarily or unreasonably withheld. A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause.

SECTION 2

No person shall be required to take a leave of absence without his/her written consent made in the presence of the Union/Association's authorized representative.

SECTION 3

The maximum time for which an employee may request and obtain a leave of absence shall be for a period of six (6) months, following the utilization of such time, all further leaves of absence shall be accorded only with the express approval of City Council.

SECTION 4

Absence without notice for five (5) working days shall constitute a resignation.

SECTION 5

All other leaves of absence will be according to the provisions of the New Jersey Family Leave Act. The City will make no provisions contrary to that Act.

SECTION 6

Employees required by subpoena to serve on jury duty shall be excused from duty on that day(s) or shift and suffer no loss of pay. Verification from the clerk on attendance must be submitted on return to duty. The shift for that day shall mean any time scheduled to work from 12:00 midnight of the date subpoenaed until 12:00 midnight on the day after completion of the jury service. *MW*

ARTICLE VI - DUES DEDUCTION AND REPRESENTATION FEE

SECTION 1

The City agrees to deduct dues solely from the salaries of its employees who are subject to this Agreement on the behalf of the Union, and also upon behalf of any other organization which would be recognized by the Public Employment Relations Commission 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 made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended.

The City agrees said dues, together with statements and records of any corrections shall be transmitted to the Union office in each of the twenty-six (26) annual pay periods in which deductions are made.

SECTION 2

The City agrees to deduct dues, on behalf of the Union, from the salaries of all other employees who are subject to this Agreement but are not members of the Union/Association, pursuant to N.J.S.A. 34:13a-5.5 et. sec.

The City agrees that said dues, together with statements and records of any corrections shall be transmitted to the Union office in each of the twenty-six (26) annual pay periods in which deductions are made.

SECTION 3

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City new authorization forms showing the authorized deductions for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advised of such changed deduction.

SECTION 4

The Union will provide the necessary "Check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of actions taken by the City in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction. *MW*

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. Each officer shall pick four (4) days off for a vacation choice, beginning with the most senior officer and ending with the least senior officer in rotation. All vacations shall be scheduled; if an officer fails to schedule all his vacation, that officer is subject to fifteen (15) day vacation carryover. This process shall follow through until requested vacation leave shall be granted within the platoon for the Battalion Chief and shall be completed on the same rotation basis. Exchanges of time may be made through mutual agreement of both parties subject to superior officer approval. Unallocated time shall be scheduled on a first come, first serve basis. (Officer selection for vacation shall be by seniority in grade.)

SECTION 2

The number of employees who may be on vacation at the same time, whether scheduled pursuant to SECTION 1, shall be determined by and subject to the approval of the appropriate officer, the Chief of Fire, or his/her designee. Subject to Section 1.a of this article.

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 this ARTICLE, then the employee shall be entitled to utilize such vacation time at a later period in the same calendar year or to be paid for same.

SECTION 4

Notwithstanding any provisions to the contrary, an employee may accumulate fifteen (15) vacation days in the calendar year to be carried over in the following calendar year.

SECTION 5

Vacation shall be granted for continuous uninterrupted service computed from the last day of hire and according to the following schedule: *mu*

Entering	0 year through the 1st year	1 day per month
Entering	2nd year through the 5th year	14 days per year
Entering	6th year through the 12th year	19 days per year
Entering	13th year through the 16th year	21 days per year
Entering	17th year through the 19th year	22 days per year

Entering
SECTION 6

20th year and thereafter

24 days per year

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. *ms*

ARTICLE VIII - EQUIPMENT AND VEHICLE SAFETY

SECTION 1

Employees shall immediately report all discovered defects in equipment. Such reports shall be made on a suitable form furnished by the City of Camden.

SECTION 2

The City shall not ask or require any employee to operate equipment that has been determined to be in an unsafe operating condition by the tour commander or designee upon the recommendation by the driver of the apparatus until same has been repaired.

SECTION 3

The City agrees to have all vehicles inspected and repaired to insure safe operating conditions at least once annually.

SECTION 4

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 5

The City shall supply all apparatus used in firefighting with proper tools and equipment so as to insure the safety of all firefighters at all times.

SECTION 6

The City shall supply and maintain proper breathing apparatus, in any situation where heavy smoke, dangerous fumes, or tear gas is present. Such breathing apparatus shall be available to each member.

SECTION 7

To insure the health and safety of all members, no employee or unit engaged in firefighting shall be required to perform on fire grounds in respect to Sections 1 and 2 above. *mw*

ARTICLE IX - WORK WEEK

SECTION 1

The present work schedule shall be continued in effect for the duration of this contract except for any employee provided for in Section 2 below

SECTION 2

Any employee assigned to the Fire Prevention Bureau and Staff personnel shall be on a schedule of four (4) days which are ten (10) hours in duration. *mu*

ARTICLE X - SICK LEAVE

SECTION 1

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized up to a maximum of eight (8) sick days because of illness in the employee's immediate family, which requires his/her attendance on the family member. Additional days for family illness may be allowed in the case of hospitalization of a family member or a catastrophic illness or accident.

SECTION 2

Employees shall be entitled to eighteen (18) days of sick leave per year.

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

SECTION 3

If an employee is absent for reasons that entitle him/her to sick leave, the appropriate command shall be notified when feasible one hour prior to the employee's starting time except in emergent situations.

- a. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action.
- b. Absence without notice for five (5) working days shall constitute a resignation.

SECTION 4

- a. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating illness. Any abuse of sick leave shall be cause for disciplinary action.
- b. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health or the employee's personal physician shall be required prior to the employee's return to work.
- c. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the City *mw*

Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. *maw*

ARTICLE XI - INJURY ON DUTY LEAVE

SECTION 1

If an employee in the line of duty is incapacitated and unable to work because of an injury or sickness related to or caused in the performance of his/her duties, provided such employee is on active duty at the time such injury or illness occurs, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties, as certified by the Examining Physician, as appointed by the City. Such payments shall be discontinued when an employee is placed on disability leave or pension and reduced by any payment received from Worker's Compensation or other similar plan.

SECTION 2

a. The full amount of injury leave (temporary disability) payments received under this Article shall be deemed and considered "compensation payments" under and for the purposes of this section and N.J.S.A. 34:15-40 of the Worker's Compensation Act and shall be part of the worker's compensation lien of the City.

b. When any employee, who has received injury leave payments hereunder and/or medical payments, enters into settlement negotiations with or maintains an action in any court against a third party of his/her insurer on account of any liability of the third party or his/her insurer to the employee arising out of the incident causing the injury or disability for which the employee received injury leave payment and/or medical payments, such employee shall inform the City Attorney of his/her appointee in writing of the names and mailing addresses of the third party and his/her insurer within ten (10) days after entering into negotiations or filing of the action.

c. If such employee receives or recovers a money judgment or money settlement from the third party or his/her insurer, the employee shall within ten (10) days of the recovery, notify the City Attorney or his/her designee in writing and report the total amount of such recovery, the amount of attorney's fee paid or to be paid and the amount of court costs. Within thirty (30) days after receiving payment, the employee shall reimburse the City for injury leave payments and/or medical payments as hereinafter provided. If the total sum recovered by the employee exceeds the sum of the injury leave payments and/or medical payments, the employee shall reimburse the City an amount equal to the sum of the injury leave payments and medical payments, less a pro rata share of attorney's fee and less costs of suit not to exceed \$200.00. *mw*

SECTION 2 (Con't)

A pro rata share of attorney's fee is the ratio of the entire attorney's fee paid to the total sum of the aforementioned payments, the employee shall reimburse the City an amount equal to the sum recovered less attorney's fee paid and less cost of suit not to exceed \$200.00. Provided, however, that if the third party or his/her insurer has paid directly to the City the full amount to be reimbursed hereunder or a portion of such amount, the employee shall be released from the entire obligation or from such portion of the obligation paid to the City as the case may be.

d. Failure of an employee to provide timely notice as required hereunder or to make timely reimbursement as herein required may subject the employee to disciplinary action. The City or the proper appointing authority on behalf of the City may include in any disciplinary action taken a requirement that the employee provide the required information and make the appropriate reimbursement within a reasonable time and that if the employee fails to do so he/she shall be dismissed from service.

SECTION 3

Any employee on injury leave resulting from an injury incurred in the line of duty, shall continue to accrue holiday, vacation and sick leave credits while he/she remains on the payroll.

SECTION 4

No clothing allowance shall be paid for any employee who shall be absent on any leave of absence for six months. In the event such an individual returns to his/her duties, he/she will begin to earn his/her clothing allowance from that time forward. *mw*

ARTICLE XII -LIMITED DUTY ASSIGNMENT

SECTION 1

When an employee who has been injured or is ill is determined by the Examining Physician, as appointed by the City, 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 in the discretion of the City.

SECTION 2

Such duty shall continue until the employee is certified as capable of returning to full duty by the Examining Physician.

SECTION 3

Maternity Leave: Upon presentation of proof of pregnancy, a female employee may, upon request, be placed on Limited Duty and assigned to desk duty, until such time as she is returned to Full Duty status. *mw*

ARTICLE XIII - 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 Union/Association.

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 Fire and the Union. *mw*

SECTION 3

The City shall purchase seven (7) bulletin boards as follows:

- 1 - Plexiglas enclosed with locking device
- 6 - Other types

ARTICLE XIV - GRIEVANCE PROCEDURES

SECTION 1

a. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure shall be kept as informal as may be appropriate.

b. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

SECTION 2

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

SECTION 3

All grievances or disputes arising under the terms of this Agreement shall be handled in a manner provided by this section.

STEP ONE

a. An aggrieved employee shall institute action in detailed writing under the provisions hereof within ten (10) working days of the occurrence of the grievance, and an earnest effort shall be made to settle that difference between the aggrieved employee and the appropriate City representatives for the purpose of resolving the matter informally. Failure to act within the said ten (10) working days shall be deemed to constitute an abandonment of the grievance. The Union steward may be present at all times when an employee is adjusting his/her grievance with the City.

b. The appropriate City representative shall render a decision within ten (10) working days after receipt of the grievance.

STEP TWO

a. In the event the grievance is not settled through Step One, it shall then be submitted within five (5) working days to the Chief of Fire.

b. The Chief of Fire shall render a decision within five (5) working days. *mw*

STEP THREE

- a. If a grievance is not adjusted through Step Two, it shall then be submitted in writing to the Business Administrator. Within five (5) working days following the determination through Step Two, the Business Administrator, or his/her designated representative shall seek to resolve the grievance with the appropriate Union/Association representative.
- b. The Business Administrator or his/her designee shall have ten (10) working days in which to render a determination.

STEP FOUR

- a. Should the aggrieved be dissatisfied with the decision of the Business Administrator, the Union/Association may, within ten (10) working days, request arbitration. The Arbitrator shall be chosen in accordance with the rules of the American Arbitration Association or the Public Employment Relations Commission. The selection of venue shall be at the sole discretion of the Charging Party.
- b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Business Administrator. In the event the aggrieved elects to pursue New Jersey Department of Personnel procedures in lieu of this arbitration, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. In this event, the Union shall bear the liability for whatever costs may have been incurred in processing the case to arbitration, provided, however, the Union may require any employee to file a bond of sufficient value to cover this contingency.
- c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- d. The costs for the services of the Arbitrator shall be borne by the losing party. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

SECTION 4

The Arbitrator shall set forth his/her findings of act and reasons for making the award within forty-five (45) days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

SECTION 5

Upon request of the Union/Association, the City shall provide non-confidential information relating to the specific grievance with regard to which such information is requested. *mw*

ARTICLE XV - FUNERAL LEAVE

SECTION 1

An employee shall be granted special leave with pay because of a death in his or her immediate family, including relatives residing in the same household; or the death of a grandmother, grandfather, son-in-law, or daughter-in-law who resides elsewhere.

SECTION 2

Funeral leave shall be granted as aforesaid from the date of death until the first tour of duty following interment.

SECTION 3

Where said death is of other relatives up to the first degree of kindred not residing with the employee, said leave shall not exceed one (1) day.

SECTION 4

Reasonable verification of the event may be required by the City.

SECTION 5

Notwithstanding any other provision of this ARTICLE, special funeral leave with pay shall be granted for a period of fifteen (15) calendar days due to the death of a spouse, provided that such spouse shall leave surviving a minor child or children; otherwise, such leave shall be for a period of ten (10) calendar days.

SECTION 6

Notwithstanding any provision of this ARTICLE, special funeral leave with pay shall be granted for a period of ten (10) calendar days due to the death of any employee's son or daughter, father or mother, brother or sister, father-in-law or mother-in-law *mw*

ARTICLE XVI - EDUCATIONAL PROGRAMS

SECTION 1

a. The City agrees to conform to uniform procedures for allowing personnel time 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. For all employees hired after February 21, 2003, the employee's attendance at a bona fide institution of higher education shall be done on his/her time.

b. 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 provisions shall be \$1,200 in any single year and same shall be paid in December or as soon thereafter, following the submission of the certificate of successful completion however payment will not be made, provided the documentation has been submitted, after the 15th day of January of the following calendar year.

c. Payments under this ARTICLE, which as provided in SECTION 1(b), shall be made in December or as soon thereafter, following the submission of the certificate of successful completion however payment will not be made, provided the documentation has been submitted, after the 15th day of January of the following calendar year and shall be made on a pro-rata basis only for those months in which the employee is on active duty as a uniformed employee of the City. *mw*

ARTICLE XVII - DISCRIMINATION

SECTION 1

The City of Camden and the Union/Association agree not to discriminate against any individual with respect to hiring, promotion, compensation, terms of conditions of employment, because of such individual's race, color, religion, national origin, sex, handicap, disability, ethnicity, bi-lingual ability, political beliefs or union activities.

SECTION 2

The City of Camden and the Union/Association agree that there will be no discrimination by the City or the Union/Association against any employee because of his/her membership in the Union/Association, or because of any employee lawful activity or refusal to participate in any unlawful activity on behalf of the Union/Association or the City. *MW*

ARTICLE XVIII - MILITARY LEAVE

SECTION 1

All employees shall be granted a leave of absence on the date(s) of service which shall be from 12:00 midnight of the day they are to report until 12:00 midnight on the date after service is completed for field training in accordance with the following provisions:

a. Any employee of the City covered by this Agreement who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or any other organization affiliated therewith, shall be entitled to leave of absence from his/her respective duty without loss of pay or time on all days which he/she shall be engaged in field training, which period shall not exceed two (2) weeks in calendar year. Such leave of absence shall be in addition to the regular annual vacation allowed such employee.

b. A member called into any other extended service with the Armed Forces shall be placed upon leave without pay for the period of such service.

c. After two (2) years service, any member entering extended active military services with the Armed Forces in a voluntary or involuntary basis during wartime and on any involuntary basis during peacetime shall be granted military leave with pay in accordance with State or Federal Law.

SECTION 2

All employees shall be paid, as aforesaid, and their accumulated vacation, holiday or sick time shall not be forfeited. *mw*

ARTICLE XIX - REQUIREMENTS

SECTION 1

Physical and scholastic standards shall not be waived or lowered for any applicant; such standards shall be in accordance with the present State of New Jersey Department of Personnel regulations and requirements.

SECTION 2

Vacancies in the Fire Prevention Specialist Unit and any other specialized unit, or future specialized unit, will be posted for inspection by all interested parties. *mw*

ARTICLE XX - EMPLOYEE RIGHTS

SECTION 1

No employee shall be suspended without pay for any department charges or for the commission of a disorderly persons act without a departmental hearing in accordance with New Jersey Department of Personnel procedures.

SECTION 2

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

SECTION 3

The Union shall be entitled to have a representatives present at all departmental hearings at the request of the charged employee.

SECTION 4

The City will reimburse the bargaining unit for all fees and costs associated with the successful appeal of disciplinary actions. Payment to be made within thirty (30) days of the submission of the costs to the City. *mw*

ARTICLE XXI - SERVICE RECORDS

SECTION 1

Each employee/member shall, during normal business hours of the Employee Relations Department and the Chief's office, have the right of access to his/her personnel file.

SECTION 2

The contents of personnel records shall be made available to the employee for inspection and review at any reasonable time during the regular business hours of the City. At his/her request, an employee shall be provided one copy of any document placed in the employee/member's file. Payments for copying materials and documents shall be in accordance with the City's Ordinance.

SECTION 3

An employee/member shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the City. The City shall provide an opportunity for the employee/member to respond in writing to any information which he/she disagrees. Such responses shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee/member's permanent record.

SECTION 4

The only other persons permitted to have access to the contents of any employee/member's personnel file, excluding background investigations and references from previous employers, are designated representatives and authorized staff of the City and representatives of the employee/member which have the employee/member's written authorization.

SECTION 5

Materials placed in the employee/member's "disciplinary file" which are written reprimands more than two (2) years old, and disciplinary actions with severe penalties more than five (5) years old, will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which show patterns of similar misconduct as defined in the Department's Rules and Regulations and Department Instructions. *MW*

SECTION 6

Retention schedule shall be as follows in compliance with the State Law. Material attached to and a part of any document identified below shall carry the same retention period as the document itself.

a. Permanent Retention

The Following materials shall be permanently retained in any employee's file:

Employment Application	Applicant Investigation
Pre-Appointment Interview	Employee Leave
Promotion Letters	Transfer Letters
Commendations	Oath of Office
Appointment Letter	Summary Training Record

b. Five-Year Retention

Notice of disciplinary action resulting in loss of time or pay.

c. Three-Year Retention

All reports, letters and other correspondence, including reports of discipline not included above.

Records will be purged from an employee/member's personnel file in accordance with the above retention schedule.

SECTION 7

Fire Officers shall be simultaneously notified in writing when anything other than of routine nature is placed in their personnel files. In this same regard, a copy of any disciplinary action or material related to job performance which is placed in an employee/member's personnel files shall be made available to the officer prior to or at the same time that it is placed in the personnel file. Furthermore, no citizen complaint shall be placed in an employee/member's personnel file unless the complaint is accompanying a specific disciplinary action related to the complaint. *MA*

ARTICLE XXII - OVERTIME

SECTION 1

Any approved work assignments which requires the presence of a Fire Officer and Fire Prevention Specialist beyond his/her regularly scheduled tour of duty shall be considered as overtime.

SECTION 2

Overtime shall be compensated for at straight time rates in accordance with the following schedule:

0-15 minutes	-	No Compensation
15-30 minutes	-	One Half (1/2) Hour Compensation
31-60 minutes	-	One (1) Hour Compensation, and thereafter in one-half (1/2) hour segments for all time worked.

SECTION 3

Fire Officers can be required to work overtime in the event of an emergency.

SECTION 4

Overtime shall be distributed as equitably as may be practical within the Bargaining Unit.

SECTION 5

When overtime is required under minimum manning or in an emergency in a given unit, officers of the same rank shall be recalled if possible.

SECTION 6

Any Fire Officer on official union business who thus misses any call for overtime shall be placed at the top of his/her platoon's overtime list at the appropriate office.

SECTION 7

Effective upon the ratification of this agreement, there shall be no restriction on the number of overtime shifts a Fire Superior may work when called. The City, for the purpose of safety and supervision for members of the Camden Fire Division, shall staff all on duty companies with a Superior Officer L-2578. *mw*

SECTION 8

Any required court appearance shall be compensated for a minimum of four (4) hours. *mw*

ARTICLE XXIII - EXCHANGE OF HOURS OF DUTY AND DAYS OF DUTY

SECTION 1

With prior approval of their respective Superior Officers, a Fire Officer may exchange his/her tour of duty with that of another fire officer provided that both men/women are of the same rank or capacity.

SECTION 2

This mutual exchange shall not be abused by the employees involved, and shall not be construed as permitting any other substitution, but that of two (2) men/women of equal rank exchanging tours of duty with each working the full tour of the other.

SECTION 3

Notwithstanding any other provision of this Article to the contrary, an exchange of either hours or days shall be with the permission of the employee's immediate superior. *miw*

ARTICLE XXIV - CALL BACK

SECTION 1

In the event of a state of emergency declared by the Mayor or a designee, as a result of a riot or other civil disturbance or emergency where, in the opinion of the Mayor or Business Administrator, or their designee, there is adequate time for the marshaling of forces, preferences in call-back shall be given to Camden Fire Department Fire Officers. In the event of such call-back, the employees shall be guaranteed a minimum of four (4) hours straight time pay, but may be required to remain on duty for that four (4) hour period.

SECTION 2

In the discretion of the Chief, in the event of City Fire Stations being manned by volunteer mutual aid companies, an emergency call-back procedure, be immediately implemented, to call-back Camden City Fire Officers to relieve such mutual aid companies to provide fire protection to the citizens of the City of Camden

SECTION 3

Any Fire Officer who is entitled to meal money in accordance with practice shall receive seven dollars (\$7.00) per meal not to exceed three (3) times in a twenty-four (24) hour period. *MW*

ARTICLE XXV - 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 to provide all safety gear, equipment and uniforms to comply with OSHA standards.

SECTION 3

All members shall be issued a second set of Bunker Gear as of December 31, 1998. Effective at the signing of this Agreement, members shall have access to current inventory when in need of immediate replacement of damaged or wet Bunker Gear.

SECTION 4

The City agrees to provide replacement for any safety gear, equipment and uniform stolen out of a Fire Department Facility or vehicle. *mw*

ARTICLE XXVI - 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 and reflect the following increases: \$1,500 to base on January 1, 2005, (2%) to base on January 1, 2006, (2%) to base on July 1, 2006, (1%) plus \$450 to base on January 1, 2007, (3%) to base on July 1, 2007, (4%) to base on January 1, 2008.

SECTION 2

Holiday pay for all employees covered under Local 2578 will be included in base at all levels of the salary grade and will be used for all calculations regarding payment. Holiday leave time on the promotion will be prorated to the time of promotion and the employee shall be liable to the City for any time used in excess of the amount earned.

SECTION 3

The practice of appointing employees to higher ranks in an acting capacity is discouraged. Any employee required to act in such higher ranking capacity after the completion of one full shift of work, shall receive pay commensurate with such position in which he/she acts.

The employee to be appointed temporarily to the higher ranking position shall be the employee who is placed highest on the current NJ Department of Personnel promotional list within his/her respective unit. At such time when there is no standing promotional list, employees to be appointed to the higher ranking position shall be the most senior employee in the Department assigned to that particular unit. *MW*

ARTICLE XXVII - PAY PERIOD

SECTION 1

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

SECTION 2

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

ARTICLE XXVIII - 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/her duties, shall be paid for all reasonable expenses incurred in such travel, including meals at \$15.00 per day. The City shall endeavor to provide an automobile for such travel and when such automobile is not provided, shall pay the employee at the prevailing federal rate per mile for such travel, which now is .40 cents per mile. Employees shall be paid for all overtime incurred. *mw*

ARTICLE XXIX - 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. *mw*

ARTICLE XXX - INSURANCE, HEALTH AND WELFARE

SECTION 1

The City shall continue to maintain and provide all insurance coverage as provided and set forth in the Plan Document. The City represents that said Plan is substantially similar or better than the Plan provided at the commencement of negotiations, and that any disparity resulting in additional costs to the employee/member will be borne by the City.

SECTION 2

Holiday pay for all employees covered under Local 2578 will be included in base at all levels of the salary grade and will be used for all calculations regarding payment. Holiday leave time on the promotion will be prorated to the time of promotion and the employee shall be liable to the City for any time used in excess of the amount earned.

SECTION 3

Notwithstanding other provisions of this Article, the City of Camden shall continue its Health Benefits Program, including all benefit and coverage levels, usual and customary rates and deductible charges for its employees and their families.

SECTION 4

Major Medical deductions shall be established on the basis of one hundred dollars (\$100.00) per year for individual coverage and two hundred and fifty dollars (\$250.00) per year for family coverage. The major medical lifetime maximum cap for current employees and retirees shall be one million dollars (\$1,000,000.00).

SECTION 5

Notwithstanding other provisions of this Article, the City reserves the right to change its Health Benefit Program and Benefit Administrator so long as no less benefits are provided and that prior to such change that the City provide thirty (30) days notice to the Union/Association for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges.

The City will provide the Union/Association any and all plan documents of the current and proposed plans and allow the Union/Association to have contact with any proposed Insurance Carrier or Health Benefit Plan Administrator. The Union/Association shall be permitted to present alternative Carriers or Administrators during the proposal period however, the City is not obligated to engage such Carriers or Administrators. *MW*

SECTION 6

When an employee retires at age sixty-five or reached the age of sixty-five (65), and has his/her hospital plan supplemented by Medicare, the City will reimburse the employee/member for the cost of the Medicare Plan.

SECTION 7

When any employee covered under this Agreement retires, his/her hospitalization plan, paid by the City of Camden, shall be maintained by the City until that employee is covered by Medicare and at such time, the City will become the secondary coverage to Medicare.

SECTION 8

Employee/members shall receive a full paid dental program covering themselves and their dependents. For those who retire after 1-1-91 any premium increases shall be paid by the retiree if the retiree elects to remain in the Dental Program.

SECTION 9

The City agrees to provide health insurance for all employees retiring on a disability pension or regular pension in accordance to applicable State Statutes and which insurance is to include dental and prescription. Employees desiring to maintain dental coverage after retirement may opt to continue coverage but must pay the established premium for same.

Employees retiring with 25 or more years of credible service in the PFRS and at least 20 years of service with the City of Camden shall be eligible to retain such coverage as they have at the time of retirement if appropriate under NJSA 40A:10-23. The appropriate Ordinance of the City providing such coverage as defined in the stated provisions of the statute shall be implemented and maintained as of July 1, 2005.

SECTION 10

The City shall provide one hundred twenty dollars (\$125.00) to the Union which shall be prorated per employee/member per year for an eyeglass insurance program. Effective January 01, 2005 the City shall provide one hundred twenty five dollars (\$125.00) per employee/member per year to the Union to administer the eyeglass insurance program, which shall be prorated upon membership.

SECTION 11

Beginning with the re-enrollment for December 1, 2005 all groups will be entitled to the current plan in the City of Camden Health Benefit Program referred to as Aetna V as the base plan for the employees, premium co pays will be the difference in premiums *mw*

established for that plan and any higher amount of an optional plans an employee may choose. Premium co-pay for the employees opting to remain in the Aetna Self Insured Plan will become an optional plan but shall not exceed \$25 per month on December 1, 2005, \$35 on December 1, 2006, \$50 on December 1, 2007 base plan per month.

SECTION 12

The City and Union shall adopt the South Jersey Stress Unit's Policy for the handling and treatment of its employees who have been or involved in a critical incident or traumatic event. This Policy will be made available to the employees for their review.

SECTION 13

The Association may participate in an Opt Out Program which may be implemented by City upon review and agreement.

SECTION 14

The current co-pays of \$5 for generic, \$10 for brand name and free for mail order will continue until June 30, 2006 and then on July 1, 2006 the co-pay will be \$12 for brand name and \$7.00 for generic. Mail order will remain at no cost.

SECTION 15

Effective January 1, 1998, the employees will be included in the N.J. State Disability Insurance or similar program. *mw*

ARTICLE XXXI - PROMOTIONAL EXAMINATIONS

SECTION 1

The City agrees that when it determines that sufficient vacancies exist, it will request the N.J. Department of Personnel to administer a promotional examination.

SECTION 2

Promotions shall be in accordance with N.J. Department of Personnel rules and regulations.

SECTION 3

The City agrees to make reasonable efforts to mitigate the number of permanent vacancies filled by provisional appointments.

SECTION 4

New Jersey Department of Personnel examinations for positions in the City of Camden may be taken by Fire Officers. Individuals will be excused from duty on the day of the examination and suffer no loss of pay.

SECTION 5

All leaves shall be reported to the officer in command of the respective division or bureau. *MW*

ARTICLE XXXII - LABOR - MANAGEMENT MEETING

SECTION 1

The City agrees to meet with the Union/Association once each month to discuss labor-management issues. These meetings shall be mutually selected and set in advance for consistency (i.e., 3rd Tuesday of every month). The time an employee attends the meeting shall not be charged to the employee.

SECTION 2

The Union/Association and the City shall provide each other with an agenda at least one (1) week prior to said meeting. This agenda shall set forth the issue to be discussed. Issues for discussion may be concerning any matter relating to the terms and conditions of employment, disciplinary actions, or any matter which effects or could effect the operation of the City.

SECTION 3

These labor-management meetings shall not be for greater than three (3) hours in duration unless, both parties agree to continue and may not be attended by more than two representatives from the Union.

SECTION 4

The parties may take written or electronic minutes of this meeting however, all minutes are confidential to the parties and cannot be divulged to the Union/Association membership or City personnel unless both parties agree that certain information can be disclosed.

SECTION 5

Should the parties negotiate a settlement of any issue, said settlement must be ratified by the membership of the Union/Association and the appropriate body for the city.

SECTION 6

The City agrees to meet with the Union concerning any emergent budget crisis effecting the job security of any member of this Collective Bargaining Agreement may cover. *me*

ARTICLE XXXIII - PREVAILING RIGHTS

All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by written mutual consent. *MW*

ARTICLE XXXIV - CLOTHING ALLOWANCE AND MAINTENANCE

SECTION 1

All employees shall receive a clothing allowance of \$200.00 per year, which shall be payable in January of each year.

SECTION 2

No clothing allowance shall be paid to any person who shall be absent on any leave of absence without pay for six (6) months or more.

SECTION 3

Fire Officers shall not be required to wear dress uniform to and from work but Fire Officers shall be required to maintain said dress uniform. *MW*

ARTICLE XXXV - STANDARD SAFETY STAFFING PROCEDURE

SECTION 1

The practice of assigning personnel to work in a higher position shall be discouraged. Whenever possible, a Fire Superior Officer shall be assigned to every on duty fire company.

SECTION 2

The filling of all provisional positions shall be made in accordance with the rules and regulations of the New Jersey Department of Personnel. Any person who shall fill a higher capacity shall meet the requirement of the Department of Personnel for that position.

SECTION 3

The City, for the purpose of safety and supervision for members of the Camden Fire Division, shall staff all on duty companies with a superior officer (L-2578).

SECTION 4

Management shall have the right to determine the number of companies and the amount of apparatus to be utilized within the City.

SECTION 5

This Safety Staffing procedure and the understanding that no restrictions shall be placed on the Fire Superior Officers during the course of this Agreement. *MW*

ARTICLE XXXVI - LONGEVITY

SECTION 1

For the duration of this Agreement, all employees shall receive an increase in their pay as a reward for their continuous service in the City of Camden in accordance with the following schedule. Said payments shall become effective on the anniversary day of employment.

SECTION 2

Longevity payments as specified shall be added to the salaries as base pay and paid biweekly over 26 pays per year. The percentage of increase to annual base salaries for longevity shall be as follows:

<u>Years of Service</u>	<u>Hired before to 1-1-97</u>	<u>Hired after 01-01-97</u>
Entering 0 through the 4th year	0%	0%
Entering 5th through the 9th year	3% of annual base salary	2% of annual base salary
Entering 10th through the 14th year	4% of annual base salary	3% of annual base salary
Entering 15th through the 19th year	5% of annual base salary	5% of annual base salary
Entering 20th through the 20th year	7% of annual base salary	7% of annual base salary
Entering 21st through the 23rd year	9% of annual base salary	9% of annual base salary
Entering 24th year and thereafter	11% of annual base salary	11% of annual base salary

<u>Years of Service</u>	<u>Hired after 2-21-03</u>
Entering 0 through the 4th year	0%
Entering 5th through the 9th year	0%
Entering 10th through the 14th year	3% of annual base salary
Entering 15th through the 19th year	5% of annual base salary
Entering 20th through the 20th year	7% of annual base salary
Entering 21st through the 23rd year	9% of annual base salary
Entering 24th year and thereafter	11% of annual base salary

SECTION 3

Longevity payments shall become effective on the employee's anniversary date. *mw*

ARTICLE XXXVII - NO STRIKE PLEDGE

SECTION 1

The Union/Association covenants and agrees that during the term of this Agreement neither the Union/Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from their positions, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties or employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

SECTION 2

In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of the employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in this Agreement.

SECTION 3

The Union will actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

SECTION 4

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or by its members. *mw*

XXXVIII - BIDDING SYSTEMS

SECTION 1

In the event of a position opening due to the promotion, transfer, demotion, retirement or demise of an employee, which should be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions:

1. All positions to be filled by lateral transfer shall be announced by bulletin which shall be posted in convenient locations accessible to all employees for a period of at least ten (10) days. Such position shall be considered open for written bid for this ten (10) day period.
2. In the event more than one (1) employee submits a written bid to the Employer for the bidding, employee with the greatest seniority shall receive first consideration.
3. In the event no bid is received for a posted position, the Employer has the right to offer the position to any employee.
4. This Article does not restrict the Chief of the Fire Department from making any transfers he/she deems necessary for the efficient operation of the Fire Department. *mw*

ARTICLE XXXIX -LICENSES

SECTION 1

Fire Official U.F.D./Fire Protection Subcode Officials, Fire Prevention Specialist and Supervising Fire Prevention Specialists U.F.D. shall be entitled to payment based on the highest license which they hold in the following schedule:

R.C.S. License - \$29.00 per pay	\$ 754.00 per year
I.C.S. License - \$60.00 per pay	\$ 1,560.00 per year
H.H.S. License - \$98.00 per pay	\$ 2,548.00 per year

The payments shall be made as part of base pay each payroll to the employees holding these titles:

SECTION 2

The license pay stipulated in this Article shall continue to be as part of the base pay and will be in addition to those salaries stated in Schedule A. *mw*

ARTICLE XXXX - TERM AND RENEWAL

SECTION 1

This agreement shall be in full force and effect as of January 1, 2005 and shall continue in effect to and including December 31, 2008.

SECTION 2

All financial provisions of this Agreement shall be retroactive to January 1, 2005 unless otherwise provided.

SECTION 3

Negotiations for a successor Agreement to this contract shall begin no later than October 1, 2007
8 MW

SECTION 4

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

SECTION 5

All prior Arbitration Awards reflecting an Article or Articles herein, shall remain in full effect for the term of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set with their hands and seals at Camden, New Jersey on the *4th* of *April*, 2005.

International Association of Fire Fighters
Local 2578

City of Camden
Camden County, New Jersey

By: *[Signature]*
President

By: *[Signature]*
Mayor

Witness: *[Signature]*

Witness: *[Signature]*

SCHEDULE A

SALARIES

Longevity payments as specified in the labor agreements shall be added to the salaries listed and paid biweekly over twenty-six (26) pays per year

Percentage Salary Increase	1,500	2%	2%	1% + \$450	3%	4%
Effective Date	1/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Fire Captain	81,105	82,727	84,382	85,675	88,246	91,776
Sr. Fire Captain*	84,285	85,971	87,690	89,017	91,688	95,355
Asst. Training Officer UFD	81,105	82,727	84,382	85,675	88,246	91,776
Sr. Asst. Training Officer UFD*	84,285	85,971	87,690	89,017	91,688	95,355
Supervising Fire Prevention Specialist UFD	87,382	89,130	90,912	92,271	95,039	98,841
Sr. Supervising Fire Prevention Specialist UFD*	90,813	92,629	94,482	95,877	98,753	102,703
Battalion Fire Chief	88,212	89,976	91,776	93,144	95,938	99,775
Sr. Battalion Fire Chief*	91,677	93,511	95,381	96,785	99,688	103,676
Training Officer UFD	88,212	89,976	91,776	93,144	95,938	99,775
Sr. Training Officer UFD*	91,677	93,511	95,381	96,785	99,688	103,676
Supervising Mechanic UFD	88,212	89,976	91,776	93,144	95,938	99,775
Sr. Supervising Mechanic UFD*	91,677	93,511	95,381	96,785	99,688	103,676
Fire Official/Fire Protection Subcode Official UFD	94,482	96,372	98,299	99,732	102,724	106,833
Sr. Fire Official/Fire Prot. Subcode Official UFD*	98,197	100,161	102,164	103,636	106,745	111,015
Deputy Fire - Tour Commanders	101,790	103,826	105,902	107,411	110,634	115,059

* entering the 18th year in Police and Fire Pension System