

Case no. 51-43

3-0424 STORAGE

Camden City Council Camden 04-08

CITY CLERK'S OFFICE
MAY 16 1981
MEMORANDUM OF UNDERSTANDING BETWEEN
CAMDEN COUNCIL #10 (NON-UNIFORMED
EMPLOYEES AND SUPERVISORS UNIT) AND
THE CITY OF CAMDEN

JUN 16 3 42 PM '81

XX January 1982 - December 31 1981

IT IS HEREBY UNDERSTOOD and agreed upon by the undersigned, subject to the ratification by Camden City Council, that the current collective bargaining agreements between the City of Camden and Camden Council #10, the bargaining agent for the non-uniformed employees, and for the supervisors unit of non-uniformed employees of the City of Camden, shall be amended as follows:

(I) LONGEVITY:

Longevity payments for the year 1981 shall become payable on January 8, 1982.

IN WITNESS WHEREOF, we set our hands and seals this 10th day of June, 1981.

CITY OF CAMDEN

BY: [Signature]
PATRICK J. KEATING
Acting Business Administrator

ATTEST: [Signature]

CAMDEN COUNCIL #10
NJCSA

BY: [Signature]
MILDRED DI FANTE
President

ATTEST: [Signature]

The above has been reviewed and approved as to form.

[Signature]
LAURENCE E. ROSOFF
City Attorney

CAMDEN COUNCIL #10, NJCSA
SUPERVISORS UNIT

[Signature]
CHARLES DI BARTOLOMEO
President

ATTEST: [Signature]

Supervisor

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CERTIFICATION

APR 7 10 31 AM '80

We, the undersigned, Mildred D. DiFante, President, Camden Council #10, the bargaining agent for the non-uniformed employees of the City of Camden, and bargaining agent for the Supervisors' Unit of the non-uniformed employees of the City of Camden, Joseph A. Carmen, Esquire, the attorney for said bargaining units, and David D. Kelly, Business Administrator, City of Camden, duly authorized by the Revised Ordinances of the City of Camden to execute contracts, here affix our hands and seals this *3rd* day of *April*, 1980 to this Certification, agreeing that the non-uniformed members' contract, and the Supervisors' contract, as negotiated by their bargaining agent, Council #10, and as agreed to and ratified by their membership, shall comprise and exist under the terms as set forth in the contract of 1979 except as supplemented and amended in a Memorandum of Agreement, dated March 12, 1980, with attachment.

A copy of the 1979 contract is appended hereto and incorporated herein by way of reference but not repeated for the sake of brevity and is marked Exhibit "A-1980." A copy of the Memorandum of Agreement with attachment is incorporated and made part of this contract but is not repeated for the sake of brevity and is marked Exhibit "B-1980."

The consideration for this contract is our mutual promises as set forth in Exhibits A and B and the term of said contract will be for the calendar years of January 1, 1980 to December 31, 1981.

In witness whereof we set our hands and seals this 3rd day of April, 1980.

CITY OF CAMDEN

BY: David D. Kelly
David D. Kelly
Business Administrator

ATTEST: Pauline Joyce

CAMDEN COUNCIL #10
NJCSA

BY: Charles J. Belmonte
President

Attest:
Richard W. Dauter

The above has been reviewed and approved as to form.

Louis A. Vay
City Attorney

MEMORANDUM OF AGREEMENT

Changes to the Collective Bargaining Agreement between the City of Camden and Council #10 of the New Jersey Civil Service Association, Blue Collar Supervisory Unit.

Article VIII - Salaries and Increments

A. Annual salaries and rates of pay established for each title covered by this Agreement pursuant to the Salary Ordinance of the City of Camden in effect on the date of this Agreement shall be increased in the amount of Seven Percent (7%) per year for the year 1980 and an additional Seven Percent (7%) for the year 1981.

Article IX - Longevity Pay

A. The Schedule for payment shall be changed to the following:

- From 5 to 9 years of service.....3% of annual base pay
- From 10 to 14 years of service.....4% of annual base pay
- From 15 to 19 years of service.....5% of annual base pay
- For 20 years of service.....6% of annual base pay
- For 21 and more years of service...7% of annual base pay

Article XXIII - Termination

A. This Agreement shall take effect as of the date of the execution of same and shall remain in effect until December 31, 1981. The salary provisions of this Agreement shall be retroactive to January 1, 1980.

All other Articles and language of this Agreement shall remain as stated when signed on July 15, 1977, and/or amended on April 12, 1979.

In witness whereof we set our hands and seals this 12 day of March, 1980.

CITY OF CAMDEN

By David D. Kelly
David D. Kelly
Business Administrator

CAMDEN COUNCIL #10
NJCSA

By Mildred DiFante
Mildred DiFante
President

By Charles DiBartolomeo
Charles DiBartolomeo
President
City Supervisory Unit

ARTICLE II

CHECK - OFF

A. The City agrees to deduct Council 10 monthly 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 Council 10 and the appropriate deductions of all employees shall be remitted monthly to the Treasurer of Council 10 together with a list of the names of all employees for whom the deductions are made. Remittance shall be made by the 10th day of the month immediately succeeding the month in which the deductions are made.

B. Any written designation to terminate the deduction of Council 10 dues must be received in writing by the City and Council 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.

C. The City agrees to deduct an amount equal to Council 10's initial membership fee from an employee's wages, upon proper notice by Council 10 to the City, and remit it, forthwith, to Council 10.

EFFECTIVE JULY 1, 1980

UNION SECURITY

D. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee whose title is covered by this Agreement and who is not a member of the Union.

E. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

F. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

G. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

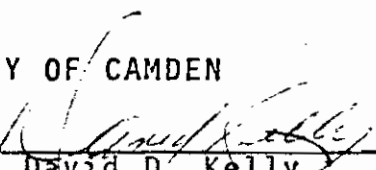
H. The Employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

I. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2) and (c) and (3) (L.1979, c.477), and member-

ship in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

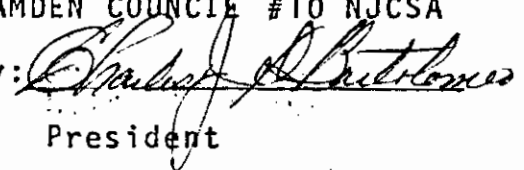
CITY OF CAMDEN

By:


David D. Kelly
Business Administrator

CAMDEN COUNCIL #10 NJCSA

By:


President

CERTIFICATION

We the undersigned, Mildred D. DiFante, President, Camden Council #10, the bargaining agent for the non-uniformed employees of the City of Camden, Joseph A. Carmen, Esquire, the attorney for said bargaining unit, and David D. Kelly, Business Administrator for the City of Camden, duly authorized by the Revised Ordinances of the City of Camden to execute contracts, here affix our hands and seals this *2nd* day of *May*, 1979 to this Certification, agreeing that the non-uniformed members' contract, as negotiated by their bargaining agent, Council #10, and as agreed to and ratified by their membership, shall comprise and exist under the terms as set forth in the contract of 1977-1978 except as supplemented and amended in a letter dated March 29, 1979, by Mildred D. DiFante, President, Camden Council #10, and in a letter dated April 2, 1979, by David D. Kelly, Business Administrator.

A copy of the 1977-1978 contract is appended hereto and incorporated herein by way of reference but not repeated for the sake of brevity and is marked Exhibit "A". A copy of the letter of President DiFante, dated March 29, 1979, is incorporated and made part of this agreement and made part of this contract but is not repeated for the sake of brevity and is marked Exhibit "B". A copy of the letter of David D. Kelly,

Business Administrator, dated April 2, 1979, is incorporated and made part of this agreement and made part of this contract but is not repeated for the sake of brevity and is marked Exhibit "C." A copy of the letter of Patrick Keating, Senior Auditor, Office of the Business Administrator, City of Camden, is incorporated and made part of this agreement and made part of this contract but is not repeated for the sake of brevity and is marked Exhibit "D."

The consideration for this contract is our mutual promises as set forth in Exhibits A, B, C and D and the term of said contract will be for the calendar year of January 1, 1979 to December 31, 1979.

In witness whereof we set our hands and seals this

2nd day of *May*, 1979.

CITY OF CAMDEN

By *David D. Kelly*
David D. Kelly
Business Administrator

Attest:

[Signature]

CAMDEN COUNCIL #10
NJCSA

By *Mildred Di Fante*
Mildred Di Fante
President

Attest:

[Signature]

The above has been reviewed and approved as to form.

[Signature]

The above has been reviewed and approved as to form.

[Signature]



EXHIBIT "B"

CAMDEN COUNCIL, No. 10
INCORPORATED

MILDRED D. DiFANTE
President

29 March 1979

David J. Kelly
Business Administrator
City of Camden
4th Floor, City Hall
Camden, New Jersey

Dear Mr. Kelly:

This will confirm our final negotiating meeting with you held on March 27, 1979 with the following persons present: Patrick Keating, Charles Di Bartholomeo, Pres. Supervisor's Unit, Trustee Connie Ciervo, Helen Schiraldi and myself.

It was agreed to accept a one year contract.

Article VII, section E - changed to read 15 days and 60 days and to include Supervisory Unit.

Article VII - 7% increase retroactive to 1-1-79.

Article IX - Longevity to be effective 1 Jan and pro-rated and paid at time of termination.

Section 3 CETA time, etc to be calculated towards longevity.

Article XVI - Allowance to remain 15 gallons and will be adjusted for overtime work. Mileage increased to .20 per mile.

Article XVII, section B - notice to be given not less than 5 working days.

The above represents the total agreement to a successor contract.

Very truly yours,

Handwritten signature of Mildred D. DiFante in cursive script.
Mildred D. DiFante

cc: Ms Ciervo
Ms Schiraldi
C. Di Bartolomeo
Mr. Keating



CITY OF CAMDEN
CITY HALL
CAMDEN, N.J. 08101

April 2, 1979

Mildred DiFante, President
Camden Council #10
Court House
Camden, New Jersey 08101

Re: City of Camden - Council #10 Contract

Dear Mrs. DiFante:

In regard to the Longevity Clause in the agreed upon contract, David Kelly, Business Administrator, has instructed me to specify "termination" in Article IV, Section 3; to mean those persons who terminate their services through retirement and/or lay-off. Persons who are terminated for disciplinary reasons or those who quit or resign will not be eligible.

This matter, as per telephone conversation, is requested to be handled in this manner in order to clear up any problem in interpretation of the word "termination" as related to this Article:

Anticipating your understanding and cooperation in this matter, I remain

Very truly yours,

A handwritten signature in black ink, appearing to read "P. Keating", written over a horizontal line.

Patrick J. Keating,
Senior Auditor

PJK:tlb

cc: File

David D. Kelly, Business Administrator



CITY OF CAMDEN
CITY HALL
CAMDEN, N.J. 08101

April 2, 1979

Mrs. Mildred DiFante, President
Camden Council #10
Court House
Camden, New Jersey 08101

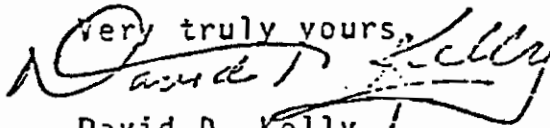
Re: City of Camden - Council #10 Contract - 1979

Dear Mrs. DiFante:

Please be advised that I concur with your letter of March 29, 1979, regarding the Council #10 Contract - 1979. However, the only exception with the understanding is that the letter of Patrick Keating, Senior Auditor, of my staff, dated April 2, 1979, is to be incorporated into said agreement.

If we agree in this matter, same will be placed before City Council for approval at their April 12th meeting.

Thank you.

Very truly yours,

David D. Kelly
Business Administrator

DDK/py

cc: File

Patrick Keating, Senior Auditor

Exhibit A

10/20/15/1

AGREEMENT

Between

Camden, City of
CITY OF CAMDEN

and

CAMDEN COUNCIL 10

NEW JERSEY CIVIL SERVICE ASSOCIATION

SUPERVISORS' UNIT

RECEIVED
CITY CLERK'S OFFICE
CAMDEN, N.J.
AUG 10 11 55 AM '77

X January 1, 1977 - December 31, 1978

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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 "Council 10", has as its purpose the promotion of harmonious relations between the City and Council 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, in accordance with the Certification of Recognition granted by the Public Employment Relations Commission, recognizes Council 10 as the exclusive representative for collective negotiation concerning salaries, wages, hours and other terms and conditions of employment for all City employees in the Supervisory Unit job titles set forth in Appendix I attached hereto. It is agreed that in the event the City creates new job titles for Supervisors in Blue Collar positions of Public Works such titles shall be covered by this Agreement. Disputes as to the inclusion of new titles in the bargaining unit shall be resolved by arbitration in the manner set forth herein. This recognition, however, shall not be interpreted as having the effect of in any way abrogating the rights of employees as established under N.J.S.A. 34:13A-1 et seq.

ARTICLE II

CHECK OFF

A. The City agrees to deduct Council 10 monthly 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 Council 10 and the appropriate deductions of all employees shall be remitted monthly to the Treasurer of Council 10 together with a list of the names of all employees for whom the deductions are made. Remittance shall be made by the 10th day of the month immediately succeeding the month in which the deductions are made.

B. Any written designation to terminate the deduction of Council 10 dues must be received in writing by the City and Council 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.

C. The City agrees to deduct an amount equal to Council 10's initial membership fee from an employee's wages, upon proper notice by Council 10 to the City, and remit it, forthwith, to Council 10.

ARTICLE III

SENIORITY

A. Wherever practicable seniority in title shall prevail in connection with vacation schedules, shift assignments, sectional assignments, or holidays.

B. In cases of equal seniority, preference will be given to qualified veterans before non-veterans.

C. 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.

D. 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 Council 10 upon reasonable request. The employment records of the City of Camden shall be deemed compliance with this section.

ARTICLE IV

WORK SCHEDULES

A. 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.

B. 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 Council 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.

C. Where the nature of the work involved requires continuous operations on a twenty-four (24) hours per day, seven (7) 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.

D. Where more than one (1) work shift per day within a given classification is in effect, employees within such

classifications 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.

E. 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.

F. Full-time employment shall be the scheduling of two hundred and sixty (260) working days per year except for employees on rotating shift for whom the work year shall consist of the daily and weekly schedules currently in effect.

G. Whenever an employee is delayed in reporting for a scheduled work assignment he shall endeavor to contact an supervisor in advance, if possible. An employee who has a reasonable excuse and is less than fifteen (15) minutes late shall not be denied the opportunity to work the balance of his scheduled shift.

ARTICLE V

OVERTIME

A. 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. 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.

B. 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.

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

D. 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 Council 10.

E. 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

A. 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 into work one (1) hour or more he shall be paid for four (4) hours. If the employee shall work more than four (4) hours, he shall be paid for a full day work. If the four (4) hour period overlaps with the regularly scheduled shift the employee shall receive additional pay only for that part of the four (4) hour period occurring prior to the start of the regular shift. 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 (4) hour period.

B. 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

A. 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.

B. 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 Council 10 a reasonable length of time prior to such action being taken.

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

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

E. 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:

Any employee working in excess of thirty (30) continuous days in higher title in any calendar year, or in excess of sixty (60) days, over term of contract, shall be paid for such time actually worked at a higher title beginning with effective date of this Agreement.

F. 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

A. Annual salaries and rates of pay established for each title covered by this Agreement pursuant to Salary Ordinance of the City of Camden in effect on the date of this Agreement shall be increased in the amount of Seven Hundred (\$700.00) Dollars per year for the year 1977.

Annual salaries and rates of pay for all titles covered by this Agreement shall be increased by an additional Seven Hundred (\$700.00) Dollars per year for the year 1978.

ARTICLE IX
LONGEVITY PAY

A. LONGEVITY PAY will be granted annually on or about December 1st in a separate check to all employees covered by this Agreement who have completed at least five (5) full years of continuous full-time service on that date, or have completed the proper number of additional years for additional payment, 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

B. 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.

C. Any employee who is terminated by the City through layoff or any other means and is thereafter hired by the City under any Federal or State grant program such as CETA, subsequently, is rehired by the City and returned to the regular City payroll, shall be considered a continuous employee and shall be credited for such time spent working for the employer under the externally funded program, without loss of longevity, seniority, vacation, sick time, or any other benefits.

ARTICLE X

HOLIDAYS

A. The following are recognized paid holidays: New Year's Day, Martin Luther King Day (for 1978 only), 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, 1977 and 1978.

B. 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.

C. 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.

D. 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 were required to work on such additional holidays shall be covered by the compensatory time provision as set forth in Article V.

E. 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

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

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

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

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

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

After 23 years of service, additional working days' vacation per year not to exceed 30 working days vacation total.

(2) 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).

(3) Upon separation from employment, an employee shall be entitled to vacation allowance for the current year prorated on the number of months worked in the calendar year in which the separation becomes effective and any vacation leave which he may have carried over from the preceding calendar year.

(4) If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate.

(5) When the vacation allowance for an employee changes, based on his years of service, during any calendar year the annual allowance shall be computed on the basis of the number of full months at each rate. The new allowance shall be effective for the entire year.

immediate family critically ill and requiring the presence of such employee.

(2) 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.

(3) The immediate supervisor may in his discretion 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 the employee's vacation time, with his approval; otherwise the employee shall suffer loss of pay for such time.

(4) An employee who does not expect to report for work because of personal illness or for any other reasons included in the definition of sick leave hereinabove set forth, shall notify his immediate superior, by telephone or personal message within one half (1/2)

hour of the regularly scheduled starting time.

(5) Sick leave claimed by reason of quarantine or exposure to contagious disease shall be approved only upon presentation of a certificate from the local department of health.

B. 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:

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

ARTICLE XIII
LEAVES OF ABSENCE

A. Leaves of absence for employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise expanded herein.

B. 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.

C. 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.

D. (1) An employee who is temporarily incapacitated, either physically or mentally, to perform his duties may be granted a leave of absence without pay in accordance with

Civil Service Regulations upon the presentation of such reasonable proof of the incapacity as the employer may require. An employee shall be permitted to return from such leave of absence only upon a presentation of a certificate of fitness for work from the treating physician and after examination by a physician designated by the employer. In no event shall such leave be granted until the employee has exhausted all accrued sick leave.

(2) An employee may be granted an unpaid leave of absence in accordance with Civil Service Regulations either to engage in an approved course of study such as will demonstrably increase his usefulness to the employer upon return service or for any other reasons as shall be considered good by the employer. All request for such leave shall be submitted in writing, accompanied by a statement of reasons, to the appropriate Department Director. In no event shall such unpaid leave be granted until the employee has exhausted all accrued vacation time.

E. Special Leave: An employee in local service shall be given time off without loss of pay when:

(1) Performing jury duty;

a. An employee performing jury duty in the State courts shall suffer no loss of pay and shall be permitted to retain any stipend received for his services.

b. An employee performing jury duty in the Federal courts shall suffer no loss of pay and shall be permitted to retain any stipend for his services up to a maximum amount of Five (\$5.00) Dollars per day. All monies paid to the employee for Federal jury duty in excess of Five (\$5.00) Dollars per day shall be remitted to the City.

(2) Subpoened to appear as a witness before a Court, legislative committee or judicial or quasi-judicial body if the appearance is an individual and not as an employee or officer of his agency.

F. An employee in local service shall be given time off without loss of pay when 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.

G. 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.

H. Employees who are duly authorized representatives of Council 10 shall be granted leaves of absence with pay for the purpose of travelling to and from and attending any State convention or meeting of the New Jersey Civil Service Association.

Such leave shall not exceed an aggregate time period of five (5) days in any calendar year for the Blue Collar members of Council 10 covered by this Agreement and five (5) day in any calendar year for the White Collar members of Council 10 covered by this Agreement.

I. Maternity Leave

(1) An employee who becomes pregnant during the course of her employment with the City shall be permitted to take a leave of absence without pay in connection with her maternity for a maximum period of three (3) months. Additional leave time may be requested pursuant to Section D.(2) of this Article.

(2) A pregnant employee shall be permitted to continue work provided that, beginning with the sixth month of the pregnancy, she shall provide the City with written certification from her physician to the effect that she is physically capable of continuing to perform her duties.

J. All full-time employees shall be granted a leave of absence, not exceeding three (3) days, for a death of a member of their household or immediate family. Immediate family is defined to include parents, spouse, child, grandparent, grandchild, son-in-law, daughter-in-law, brother or sister. Leave for death in the immediate family shall be granted only upon presentation of such reasonable proof as the employer may require.

ARTICLE XIV

FRINGE BENEFITS

A. (1) Any employee who suffers a temporary disability which is certified by the City Law Department as having arisen out of or in the course of employment shall be granted, for the period of such disability, a temporary leave of absence with pay, such leave not to extend beyond one (1) year from the date of the injury or illness.

(2) The City Law Department shall have a period of ten (10) working days after the filing of an employee accident report to make a determination as to whether the employee disability arose out of his employment. If no determination is rendered within ten (10) working days as stated above, the absence of any determination shall be considered an approval on the part of the City of Camden that said disability arose out of the employee's employment. Any such preliminary determination is subject to reversal by a contrary decision by the Division of Workers Compensation. This provision in no way limits the employee's legal right to challenge such determination by any legal means available.

(3) Salary or wages paid or payable pursuant to this section shall be reduced by the amount of any worker's compensation award granted the employee for the disability. Paid leaves of absence granted pursuant to this section shall not

be charged against previously accrued sick leave or vacation time.

B. (1) 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

(2) Upon retirement from service to the City of Camden, in addition to the schedule as set forth in Section B. (1) 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

(3) An employee who dies with ten (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

be charged against previously accrued sick leave or vacation time.

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(3) An employee who dies with ten (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

A. 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.

B. 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.

C. 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.

D. The City agrees to carry its present Blue Cross, Blue Shield and Major Medical coverage at no cost to the employees.

E. There shall be no change in the Dental Plan for City employees currently maintained and paid for by the employer except in the case of the selection of a new plan that provides equivalent or superior benefits. Such change, if any, shall be discussed with Council 10 before implementation.

ARTICLE XVI

EMPLOYEE EXPENSES

A. Employees required to use their personal vehicle in the pursuit of proper and necessary City business, on a daily basis, shall be reimbursed \$45.00 per month and fifteen (15) gallons of City gasoline per week, for such travel. Such payment shall be made subject to written certification by the Department Head.

B. 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.

C. 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.

D. 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.

E. Outside employees and those wearing work clothes, not otherwise covered under Section D, 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.

ARTICLE XVII

DISCIPLINARY ACTIONS

A. The City shall give written notification to Council 10 when an employee is being suspended, fined, demoted or removed from employment. The notification shall be submitted to Council 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

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

B. 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 Council 10 by said immediate supervisor.

Step 2 - If the grievance is not settled by Step 1, it shall be reduced to writing by Council 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, Council 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 Council 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 Council

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 Council 10 may resort to the remedies in this Step. Council 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 Arbitrator be appointed to hear the grievance and make a final determination. The decision shall be binding on the parties to the dispute.

C. The cost of fees and expense for having a grievance arbitrated shall be shared equally by Council 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.

D. 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.

E. 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.

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

G. Council 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 Council 10 will be permitted to confer with other representatives, employees, and with City representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of one (1) hour per day.

H. Agents of Council 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 Council 10 representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress.

Council 10 must notify the City of the names of the agents. No more than one (1) 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 its agent. However, agents of Council 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 Council 10 agents impede the City's operations.

I. When any agent of Council 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 Council 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

A. 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

A. The employer may establish reasonable and necessary rules of work and conduct for employees. Notice of the establishment of such rules will be given Council 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

A. 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.

B. The City and Council 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 Council 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.

C. 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

A. Bulletin boards will be made available by the City, in places mutually agreeable to the City and Council 10, at each of the permanent work locations in each Department for the use of Council 10 to post Council 10 announcements and other information of a non-controversial nature.

B. 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.

C. It is agreed that representatives of City and Council 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.

D. The jurisdiction and authority of the City over matters not covered by this Agreement are expressly reserved and impliedly reserved by the City.

E. Any provisions of this Agreement found to be in violation on any future local, state or national legislation shall be subject to renegotiation 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

A. This Agreement shall take effect as of the date of execution and shall remain in full force and effect until December 31, 1978. The salary provisions of this Agreement shall be retroactive to January 1, 1977. 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 effect 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.

B. 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.

TITLES COVERED BY COUNCIL #10 AGREEMENT

SUPERVISORY UNIT:

Asphalt Plant Foreman

General Parks Foreman

Laborer Foreman

Police & Fire Signal System Foreman

Police & Fire Signal Supervisor

Parks Superintendent

Street Foreman

Street Superintendent

Sanitation Foreman

Sewer Foreman

Sewage Plant Superintendent

Supervisor of Motors

Water Foreman

Water Superintendent

Sanitation Superintendent

Witness our hands and seals this 10th day of August, 1977.

CITY OF CAMDEN

BY David D. Kelly
DAVID D. KELLY
BUSINESS ADMINISTRATOR

Attest:

Charles Di Bartolomeo

CAMDEN COUNCIL 10
NJCSA
SUPERVISORS' UNIT

BY Charles Di Bartolomeo
CHARLES DI BARTOLOMEO

Mildred Di Fante
MILDRED DI FANTE, PRESIDENT