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A G R E E M E N T

BETWEEN

CITY OF CAMDEN

COUNTY OF CAMDEN

AND

POLICEMEN'S BENEVOLENT ASSOCIATION

CAMDEN LOCAL #35

JANUARY 1, 1993 THROUGH DECEMBER 31, 1996

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ARTICLE IRECOGNITION

The City of Camden hereby recognizes the Policemen's Benevolent Association, Camden Lodge #35, as the sole and exclusive negotiation representative and bargaining agent of all non-supervisory Police Officers, including Detectives, who are employed by the Department of Police, City of Camden, State of New Jersey, which individuals are hereinafter referred to as employees.

ARTICLE II

MAINTENANCE OF STANDARDS

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

SECTION 2. The rights of the employee and the 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 N.J. Department of Personnel rights which he or 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 therefor 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.

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

SECTION 9. The Union shall have the opportunity to grieve any new rule for thirty (30) days after its promulgation as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the 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 procedures or the enjoining of such rule or regulation by a county, state or federal court.

ARTICLE III

UNION REPRESENTATION AND MEMBERSHIP

SECTION 1. In accordance with the P.B.A.'s rules , authorized representatives of the Union, whose names shall be filed in writing with the Business Administrator, or his or her designee, shall be permitted to visit any facility or the office of the Chief of Police or Business Administrator, or his or her designee, for the purpose of processing or investigating grievances.

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

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

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

SECTION 3. Negotiation leave. A maximum of three (3) 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. Should any negotiation session extend past 4:00 p.m. or commence in the evening, administrative leave shall be granted for the first shift on the following day and shall continue through the first full shift after the end of the negotiations session.

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

SECTION 4. The President of the Union shall be assigned in a position which is conducive to his or her duties as Union President. Said position shall be one that will enable the Union President to properly and effectively perform his or her Union duties. The President of the Union may devote full time to administering and enforcing the provisions of this Agreement, except insofar as his services would be necessary for the efficiency of the Department of Police. The President of the Union shall be excused from all duties and assignments when required to allow him or her to properly perform his or her duties as Union representative.

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 meetings.

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

SECTION 6. Any employee who holds a position with the city, county, state or national Policemen's Benevolent Association shall be excused from all duties and assignments when required to perform the duties of his or her position.

A. Any employee elected to the position of state or national P.B.A. President 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 or her duties as Union representative, written notification of such absence shall be given to the office of the Chief of Police whenever practicable. When it is not practicable to give such prior notification, said Union representative shall notify the Department verbally 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 the 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.

ARTICLE IVRETIREMENT

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

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

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

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

SECTION 5. Employees retiring on either age and service or disability pension shall be paid a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him or her on the effective date of his or 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 of earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his or her employment prior to the effective date of his or her retirement.

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

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

ARTICLE VLEAVE OF ABSENCE

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

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

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

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

ARTICLE VIDUES DEDUCTION AND REPRESENTATION FEE

SECTION A. The City agrees to deduct dues solely from members of, and upon behalf of, Local No. 35 of the Policemen's Benevolent Association, and also upon behalf of any other organization which is recognized as a certified bargaining agent and/or negotiating representative which represents any employees of the City of Camden in such capacity. Such deduction shall be effectuated upon receipt of written authorization by such employees, and once a month the City shall remit the funds so collected for the purpose to the Treasurer of the Union.

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

SECTION C. The City agrees to provide the Union with a monthly statement as to the amount received and upon whose behalf it has been received and cumulative totals thereof, as is currently provided.

SECTION D. Dues Deduction and Representation Fee

1. Purpose of Fee: If an employee does not become a member of the Union on or after the execution of this Agreement, said employee will be required to pay a representation fee to the Union. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Union as majority representative.

2. Notification and Amount of Fee: The Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for the membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

3. Legal Maximum: In order to offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in

amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the date of such legislative change.

SECTION E. Deduction and Transmission of Fee:

1. Notification: Once during each year covered in whole or in part by this Agreement, the Union will submit to the City a list of those employees who have not become members of the Union. The City will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount or representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule: The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks of each employee on the aforesaid list. The deduction will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the City; or

(b) 30 days after the employee begins his or her employment in a bargaining unit position.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion from the last paycheck, paid to said employee during the membership year in question.

4. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union, as provided in this Agreement.

5. Changes: The Union will notify the City in writing of any changes in the list provided for in Paragraph 1 above, or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the City received said notice.

6. **New Employees:** On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a bargaining position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

SECTION F. Demand and Return System for Representation in Lieu of Dues.

The Union agrees to establish and maintain a "demand and return" system whereby non-member employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, of this fee, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5. The demand and return system shall also provide that non-member employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings, placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the non-member employee to the State Board as established by N.J.S.A. 34:13A-5.6.

1. Notice of Affected Non-member Employees

1.1 At least fourteen (14) days prior to the implementation of the payroll deduction for the representation fee in lieu of dues, the Union shall, by regular mail, serve on all affected non-member employees a written notice stating:

- (a) the purpose of the payroll deduction;
- (b) the legal basis upon which the deduction is being made;
- (c) the date on which the deduction will commence;
- (d) the responsibilities and obligations which the Union has towards the non-member employees;
- (e) the non-member employees' rights under this Demand and Return System.

1.2 Such notice shall be served, by regular mail, on all newly hired employees within ten (10) days after the employee begins his or her employment.

1.3 Such notice shall be served on all affected non-member employees each time a successor Collective Negotiations Agreement is finalized which continues in effect the payroll deduction of the representation fee in lieu of dues. Said notice shall be served, by regular mail, no later than ten (10) days after the signing of such a successor Collective Negotiations Agreement. If such an agreement is the result of an Interest Arbitration Award then the notice shall be served by regular mail, no later than ten (10) days after the issuance of the Arbitrator's Opinion and Award.

1.4 Any employee who is transferred into the collective negotiations unit represented by the Union and who was not a member of the unit at the time a notice was served in accordance with Subsections 1.1, 1.2, or 1.3, shall be served such a notice by regular mail, within five (5) days after the employee begins his or her employment in the unit.

2. Objection to Expenditures

Any non-member employee in the collective negotiations unit who has deducted from his or her paycheck a representation fee in lieu of dues for services rendered by the Union shall have the right to object to the expenditure of a portion of the deducted representation fee. The non-member employee has the right to demand and receive a return of any portion of the representation fee deducted which represents the non-member employee's pro rata share of expenditures by the Union that are either in aid of political activities or causes of a partisan political or ideological nature only incidentally related to terms and conditions of employment or are applied to the cost of any benefits available only to members of the Union.

3. Notice of Demand for Refund

A non-member employee must submit to the Union headquarters a signed and dated writing, served by registered or certified mail, stating an objection concerning the representation fee and a demand for a refund. Such objection must be postmarked no later than thirty (30) days after the non-member employee is required to tender such representation fee for the first time, or not later than thirty (30) days following each anniversary of the date that the initial representation fee was required to be paid by the non-member, or no later than thirty (30) days after the non-member employee knew or reasonably should have known of his or her right to demand a refund, whichever is later.

4.1 Content of Demand

The written demand for a refund shall include:

- (a) the name, address, and employment position of the non-member;
- (b) a statement by the non-member that he or she is not a member of the Union; and
- (c) whether the demand for a refund is based on Union expenditures for political activities and/or member only benefits.

If the written communication does not contain the above information, it shall be returned to the non-member with appropriate instruction for resubmission. For purposes of timeliness, the date of the initial communication shall be determinative.

4.2 Waiver

Any filing of an objection to the representation fee which does not comply with the procedures stated herein shall be deemed to be out of time and shall constitute a waiver of the right to file such objection for the current calendar year for which objection could have been filed. In any event, an objection will only be valid for the current calendar year for which the objection is made.

5. Acknowledgement of Demand for Refund

Within fourteen (14) days after receipt of the non-member employee's notice of objection and demand for a refund, the Union shall send to the non-member employee a written communication stating:

- (a) that the demand for a refund has been received;
- (b) what procedures shall be followed in processing the objection and demand;
- (c) the date, location and time for the scheduling of an informal conference;
- (d) a statement that if it is ultimately determined that a portion of the representation fee was expended for political activities or member-only benefits, that portion so expended shall be refunded to the objecting non-member employee on a pro rata basis;
- (e) a statement that the refund, if any,

to which the non-member employee is entitled will be mailed to him or her no later than sixty (60) days after the end of the calendar year in which the objection was raised, or no later than sixty (60) days after a final decision by the State Board, whichever is later;

- (f) a statement that, pending disposition of the non-member employee's demand for a refund, all of his or her representation fee payroll deductions shall be maintained in an escrow account.

6. Establishment of Escrow Account

Subsequent to the receipt of the written demand for a refund, all representation fees deducted from the objecting non-member employee's paychecks shall be deposited in an escrow account pending final disposition of the refund demand. Such escrow account shall be established in and administered by a banking institution doing business in the State of New Jersey. Said banking institution shall agree in writing to insure that the Union does not have access to this escrow account pending final disposition of the refund demand. Such escrow account shall be an interest bearing account, and should any portion of the account's assets be refunded to the non-member employee, said refund shall include a pro-rata share of the interest earned by the account during the pendency of the refund demand.

7. Informal Conference

Within thirty (30) days of receipt of an objection filed by a non-member employee, a representative designated by the Union will conduct the informal conference. The purpose of this conference is to discuss and explain to the non-member employee the computation of the representation fee and attempt to informally resolve the objections raised on an amicable basis.

8. Request for Formal Hearing

If the non-member employee is not satisfied at the conclusion of the informal conference, the non-member employee must notify the Union, at its headquarters, within fourteen (14) days by a signed and dated writing served by registered or certified mail. The purpose of this notice is to advise the Union of the non-member's desire to proceed to a formal hearing and the reasons for such request.

8.1 Waiver of Formal Hearing

Failure to comply with the notice requirement within the time specified in Subsection Eight (8) will be deemed to be a waiver of any further objections of the representation fee for the current membership year.

8.2 Notice of Hearing

Upon receipt of the non-member employee's request to proceed to the second stage of the demand and return system, the Union, within fourteen (14) days, shall notify the non-member employee, by registered or certified mail, of the scheduled hearing date. Except where both parties mutually agree to a later date, said hearing shall be scheduled no later than thirty (30) days after the receipt of the non-member employee's request to proceed.

8.3 Composition of Hearing Board

The "Hearing Board" shall be composed of a three-member panel as provided herein. The "Hearing Board" shall have the right to choose its own independent counsel, the cost of which shall be borne by the Union.

"Hearing Board" means a three-member panel composed of a Union official, a dues-paying member of the Union who is not an official, and one other person who is chosen at the discretion of the Union, provided he or she is not a member of the Union, and is not an employee included in the collective negotiations unit represented by the Union. This panel shall be appointed by a majority vote of the Executive Committee of the Union and shall serve a term of one calendar year. The panel by majority vote shall appoint a chairman who will preside at all Board hearings and deliberations conducted in accordance with this Article.

8.4 Rights of Parties

- (a) Both the Union and the objecting non-member employee shall have the right to their own counsel, the cost of such counsel to be borne by the respective parties.
- (b) Not less than fourteen (14) days prior to the initial hearing date both the Union and the non-member employee shall notify each other and the Hearing Board, in writing, as to whether or not they will be represented by counsel at the hearing, and if so, the identity of such counsel.

- (c) Both the union and the non-member employee shall have the right to present both documentary and testimonial evidence. Both parties shall have the right to examine and cross-examine witnesses, to present oral argument, and to file post-hearing briefs.

8.5 Burden of Proof

The Union shall have the burden of proving that the portion of the representation fee demanded to be returned was not used for political activities or member-only benefits and, therefore, that the non-member employee is not entitled to a return of that portion of the representation fee.

8.6 Conduct of the Hearing

The Hearing Board shall have the authority to:

- (a) Consolidate two or more objections into a single proceeding;
- (b) Administer oaths and affirmations;
- (c) Limit lines of questioning or testimony which are repetitive, cumulative or irrelevant; and
- (d) Generally regulate the course of the hearing and, if appropriate or necessary, exclude persons or counsel from the hearing for contemptuous conduct and strike all related testimony of witnesses refusing to answer any proper question.

8.7 Hearing Board Decisions

- (a) After due deliberations, the Hearing Board shall render its decisions no later than thirty (30) days after the close of the hearing.
- (b) Such decisions shall be in writing and shall include findings of fact and conclusions of law.
- (c) All parties to the hearing and the State Board shall be sent a copy of the decision by regular mail.

9. Appeal of Hearing Board Decision

If a non-member employee or the Union is not satisfied with the decision of the Hearing Board, either party may appeal the decision to the State Board in accordance with its rules and regulations.

10. Compliance with Law

If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

SECTION G. Non-Discrimination

1. Nothing herein shall be deemed to require any non-member employee to become a member of the Union.

2. The Union shall represent the interests of all employees in the unit equally and fairly, without discrimination and without regard as to whether the employee is a member of the Union or a non-member paying the representation fee in lieu of dues. The Union shall not discriminate or distinguish between members and non-members in its capacity as the majority representative, specifically with regard to collective negotiations, the processing of grievances, and representation in disciplinary proceedings.

3. Any non-member employee who is having the representation fee in lieu of dues deducted from his or her payroll check shall, upon request, be considered for admission to membership in the Union on a non-discriminatory basis. To qualify for membership in the Union, the non-member shall only be required to comply with the requirements applicable to all applicants for Union membership.

4. Upon attaining membership in the Union, any employee who previously had the representation fee in lieu of dues deducted from his or her payroll check shall not be discriminated against, shall be entitled to all the rights and benefits of a Union member, and shall be subject to loss of Union membership only for those actions of misconduct applicable to all Union members.

5. Any benefits currently provided by the Union which are "member-only benefits" shall, upon written request, be made available to any non-member employee who is having the representation fee in lieu of dues deducted from his or her payroll checks. Such benefits shall be made available to nonmembers on a non-discriminatory basis, under

the same terms that these benefits are made available to employees who are members of the Union.

"Members-Only Benefits" means benefits, financed through the regular membership dues, fees and assessments, which are available to or benefit only members of the Union, but does not mean governance meetings which may be attended only by Union members and other members-only activities and functions which are necessary for the operation and institutional maintenance of the Union or the Association with which it is affiliated.

ARTICLE VII

VACATIONS

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

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

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

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

SECTION 3. Vacation time must be taken in the year earned. When vacation time is deferred by the City for any reason other than the fact that such period has been previously granted in accordance with SECTION 1 of 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 provision to the contrary, an employee may accumulate ten (10) vacation days in the calendar year to be carried over in the following calendar year, not to exceed a total accumulation of thirty (30) days.

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

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

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

SECTION 7. All leave time shall be used on a day-for-day basis however, upon retirement or other termination of employment from the City the employee shall only receive eight (8) hours for each leave day accumulated subject to other limitations of the collective bargaining agreement.

ARTICLE VIIIWORK WEEK

SECTION 1. The work week will be as follows:

A. There shall be three (3) rotating shifts:

2400 hours to 0800 hours

0700 hours to 1700 hours

1400 hours to 2400 hours

The first shift shall be an eight (8) hour shift, the latter two shifts shall be ten (10) hour shifts.

B. The rotation of the shifts shall be established in clockwise rotation.

SECTION 2. The City shall continue the Special Tactical Force with a modification of the work schedule. Appointment to this "Special Tactical Force-Supplementary Patrol" personnel shall be voluntary. The "Special Tactical Force-Supplementary Patrol" shall be assigned to work on a "4-2" work schedule.

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

SECTION 3. After consultation with the Union, the City shall have the right to revert back to the work week and minimum manning ARTICLE in the prior contract if the excessive abuse of sick time results in an insufficient number of patrol units so as to be detrimental to public safety in the City.

SECTION 4. The Tactical Force personnel shall be compensated at an eleven percent (11%) pay incentive on days that they actually work. They may be scheduled on a 4-10 hour day, 3 days off schedule or a 4-8 hour day, 2 days off schedule so long as no schedule shall exceed eighty-four (84) hours in a fourteen (14) day period.

SECTION 5. Seven and one-half percent (7 1/2%) shift differential shall be received by personnel assigned to rotating shifts on the days that they are actually working..

ARTICLE IXHOLIDAYS

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

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

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

SECTION 4. Notwithstanding any other provision of this ARTICLE to the contrary, employees may carry over into the following year, five (5) accumulative holidays. Payments for such accumulative holidays shall be paid to the employee at the employee's current rate of pay.

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

SECTION 6. Detective Bureau on call for Holiday, if called in for more than fifteen (15) minutes, shall receive another day off for the holiday.

SECTION 7. All leave time shall be used on a day-for-day basis however, upon retirement or other termination of employment from the City the employee shall only receive eight (8) hours for each leave day accumulated subject to other limitations of the collective bargaining agreement.

ARTICLE XBULLETIN 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.

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

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

- 1 - Plexiglass enclosed with locking device
- 4 - Other types

ARTICLE XIGRIEVANCE PROCEDURES

SECTION 1. The purpose of this ARTICLE is to settle all grievances between the City and the members of the Union as quickly as possible so as to insure efficiency and promote employee morale.

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

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

SECTION 2. A grievance shall be processed as follows:

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

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

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

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

The costs of the services of the Arbitrator shall be borne by the losing party. Arbitration shall be by a single arbitrator, mutually selected by the parties. However, if the parties are unable to agree upon the

selection of an arbitrator within five (5) working days after the Union notifies the Business Administrator of its intention to arbitrate, then, the Union may, within ten (10) working days thereafter, request the American Arbitration Association or the Public Employment Relations Commission (PERC) to submit a panel of seven (7) arbitrators to both parties. A copy of such request shall be sent to the Business Administrator. Each party shall notify the American Arbitration Association or PERC of its selection from the panel submitted, and the American Arbitration Association or PERC shall then appoint the arbitrator most preferred by the Union and the City to hear and decide the dispute.

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

SECTION 4. Both parties may agree that in lieu of utilizing the American Arbitration Association or PERC, a panel of three (3) arbitrators may be selected, one (1) to be selected by the Union, one (1) to be selected by the City, and the third to be mutually selected. Both parties agree that if this SECTION is utilized, attorneys will not be used to present either party's case. The decision of this panel shall be final and not subject to appeal.

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

ARTICLE XII

FUNERAL LEAVE

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

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

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

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

SECTION 5. Notwithstanding any provisions of this ARTICLE, special funeral leave with pay shall be granted for a period of ten (10) working days due to the death of any employee's son or daughter and fifteen (15) working days due to the death of a minor child.

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

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

ARTICLE XIIIEDUCATIONAL PROGRAMS

SECTION 1. 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.

SECTION 2. All employees shall be paid \$10.00 per credit for successfully completing any bona fide course in any accredited college. A certificate of successful completion shall be submitted before any payment of credit is made. The maximum payment under the within provisions shall be \$1,200 in any single year and same shall be paid on the 15th day of January of the calendar year immediately following the submission of the certificate of successful completion.

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

ARTICLE XIVDISCRIMINATION

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

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

ARTICLE XVMILITARY LEAVE

SECTION 1. Military leave shall be granted in accordance with N.J. Department of Personnel Statutes and Regulations, unless otherwise defined in this ARTICLE.

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

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

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

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

ARTICLE XVI
REQUIREMENTS

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

ARTICLE XVIISUSPENSIONS

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 N.J. 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 representative present at all departmental hearings at the request of the charged employee.

ARTICLE XVIIISERVICE RECORDS

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

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

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

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

ARTICLE XIXSICK/INJURED LEAVE

SECTION 1. Effective January 1, 1982, an employee shall receive seventeen (17) paid sick days each year of the Agreement and these shall be cumulative.

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

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

SECTION 4. 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 or her attendance on the family member. Additional days for family illness may be allowed in the case of hospitalization for a family member of a catastrophic illness or accident.

SECTION 5. Employees, while utilizing sick or injured leave, shall continue to receive and accrue all economic and fringe benefits which they were receiving prior to utilization of such leave and shall receive and accrue any additional or increased benefits where provided in this Agreement.

SECTION 6. All leave time shall be used on a day-for-day basis however, upon retirement or other termination of employment from the City the employee shall only receive eight (8) hours for each leave day accumulated subject to other limitations of the collective bargaining agreement.

ARTICLE XXSPECIAL OVERTIME

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

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

ARTICLE XXIEQUIPMENT AND VEHICLE SAFETY

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

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

SECTION 3. No employee or unit shall be required to perform any non-office function without proper radio communication at his disposal.

SECTION 4. The City shall supply all employees with a gas mask and case, police baton (nightstick), three (3) badges, said badges being for hat, for uniform and for wallet, handcuffs and keys, traffic box keys, and a service revolver and shall repair or replace any damaged or unserviceable or stolen items.

ARTICLE XXIIOVERTIME

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

SECTION 2. Payment for any court appearance for up to two (2) hours shall be three (3) hours pay; court appearances for over two (2) hours shall be four (4) hours pay. Court appearances for over four (4) hours shall be paid for the actual time in court.

SECTION 3. Employees who are required by the employer to appear at disciplinary hearings, N.J. Department of Personnel hearings, Public Employment Relations Commission hearings or internal affairs investigations outside of regularly scheduled working hours shall be paid on the same basis as for court appearances.

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

SECTION 5. As of the effective date of this Agreement all overtime shall be paid based on a rate of forty (40) hour work week.

ARTICLE XXIIISEVERANCE PAY

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

ARTICLE XXIVPROVISION OF MEALS

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

ARTICLE XXVUNIFORMS

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

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

ARTICLE XXVIWAGES

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

SECTION 2. Effective July 1, 1990, Police Officers beginning their eighteenth (18) year of Camden City Police service shall be paid at the same rate as Step #5 Detectives.

SECTION 3. Police Officers beginning their eighteenth (18) year of service in the Police and Fire Pension System in the State of New Jersey shall be paid at the same rate as Step #5 Detectives, hereinafter to be referred to as "Senior Officers Pay."

ARTICLE XXVIISPECIAL PAY

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

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

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

ARTICLE XXVIIITRAVELING EXPENSES

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

ARTICLE XXIXSEVERABILITY

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

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

ARTICLE XXXPAY PERIOD

SECTION 1. Salaries will be paid biweekly for twenty-six (26) weeks.

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

ARTICLE XXXIINSURANCE, HEALTH AND WELFARE

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

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

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

SECTION 4. Major Medical deductions shall be established on the basis of one hundred dollars (\$100.00) per year for individual coverage. The deductible for family/dependents shall be two hundred fifty (\$250.00) per year. The major medical lifetime maximum cap shall be increased from two hundred fifty thousand dollars (\$250,000) to one million dollars (\$1,000,000).

SECTION 5. The employer reserves the right to change its current Health Benefits Program so long as no less benefits are provided.

SECTION 6. When an employee retires at age sixty-five or reached the age of sixty-five (65), and has his hospital plan supplemented by Medicare, the employer will reimburse the employee for the cost of the Medicare Plan.

SECTION 7. When any officer covered under this contract retires, his hospitalization plan, paid by the City of Camden, shall be maintained by the City until age sixty-five (65).

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

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

SECTION 10. Effective January 1, 1985, fifty dollars (\$50.00) per officer per year shall be provided for an eyeglass insurance program. The City will assume any increase in premium in the vision plan for calendar year 1988.

SECTION 11. Effective January 1, 1991, it is provided that employees opting to have coverage through one of the optional HMOs shall be required to pay the difference between the premiums for that plan and the employer's cost under the City's Self Insurance Plan.

ARTICLE XXXIIDURATION

SECTION 1. This Agreement shall be in effect from January 1, 1993 through December 31, 1996.

SECTION 2. All financial provisions of this Agreement shall be retroactive to January 1, 1993 unless otherwise provided.

SECTION 3. Negotiations for a successor Agreement to this contract shall begin no later than October 1, 1996.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Camden, New Jersey, on this 4th day of JANUARY, 1996.

POLICEMEN'S BENEVOLENT ASSO.
CAMDEN LOCAL #35
CAMDEN, NEW JERSEY

CITY OF CAMDEN
COUNTY OF CAMDEN,
NEW JERSEY

By William J. Morrey

By Arnold W. Webster

WITNESS:

James J. [Signature]

WITNESS:

PK S

SCHEDULE ASALARIES

Beginning July 1, 1994, longevity payments as specified in the labor agreements shall be added to the salaries listed and paid biweekly over 26 pays per year.

January 1, 1994

	<u>Police Officer</u>	<u>Detective</u>
Step #1	\$32,351	\$35,408
Step #2	\$34,333	\$37,388
Step #3	\$36,315	\$39,372
Step #4	\$38,297	\$41,355
Step #5	\$40,283	\$43,493
Step #6	\$43,493*	
Legal Analyst	\$45,547	

July 1, 1994

	<u>Police Officer</u>	<u>Detective</u>
Step #1	\$32,675	\$35,762
Step #2	\$34,676	\$37,762
Step #3	\$36,678	\$39,766
Step #4	\$38,680	\$41,769
Step #5	\$40,686	\$43,928
Step #6	\$43,928*	
Legal Analyst	\$46,002	

January 1, 1995

	<u>Police Officer</u>	<u>Detective</u>
Step #1	\$32,675	\$35,762
Step #2	\$35,716	\$38,895
Step #3	\$37,778	\$40,959
Step #4	\$39,840	\$43,022
Step #5	\$41,907	\$45,246
Step #6	\$45,246*	
Legal Analyst	\$47,382	

July 1, 1995

	<u>Police Officer</u>	<u>Detective</u>
Step #1	\$32,675	\$35,762
Step #2	\$36,430	\$39,673
Step #3	\$38,534	\$41,778
Step #4	\$40,637	\$43,882
Step #5	\$42,745	\$46,151
Step #6	\$46,151*	
Legal Analyst	\$48,330	

*Entering 18th Year In Police & Fire Pension System

January 1, 1996

	<u>Police Officer</u>	<u>Detective</u>
Step #1	\$32,675	\$35,762
Step #2	\$37,523	\$40,863
Step #3	\$39,690	\$43,031
Step #4	\$41,856	\$45,198
Step #5	\$44,027	\$47,536
Step #6	\$47,536*	
Legal Analyst	\$49,780	

July 1, 1996

	<u>Police Officer</u>	<u>Detective</u>
Step #1	\$32,675	\$35,762
Step #2	\$38,649	\$42,089
Step #3	\$40,881	\$44,322
Step #4	\$43,112	\$46,554
Step #5	\$45,348	\$48,962
Step #6	\$48,962*	
Legal Analyst	\$51,273	

*Entering 18th Year In Police & Fire Pension System

SCHEDULE BCLOTHING ALLOWANCE AND MAINTENANCE

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

SCHEDULE CLONGEVITY SCHEDULE

SECTION 1. The percentage of increase to annual base salaries for longevity shall be as follows:

<u>Years of Service</u>	<u>% Increase</u>
Entering 0 - 4 years inclusive	0%
Entering 5 - 9 years inclusive	3% of annual base salary
Entering 10 - 14 years inclusive	4% of annual base salary
Entering 15 - 19 years inclusive	5% of annual base salary
Entering 20 years of service	6% of annual base salary
Entering 21 - 24 years inclusive	7% of annual base salary
Entering over 24 years of service	8% of annual base salary

SECTION 2. All longevity payments due as of June 30, 1994 shall be deferred until retirement (January 1, 1994 to June 30, 1994). The City agrees to pay three percent (3%) annually on deferred longevity monies and said interest plus principal shall be paid upon the employee's retirement.

JL:dd
10-27-94

**RESOLUTION RATIFYING THE AGREEMENT BETWEEN THE CITY OF
CAMDEN AND THE P. B. A., LOCAL 35**

WHEREAS, the City of Camden has been a part of labor negotiations with certain non-supervisory, uniformed employees of the City of Camden as represented by their bargaining unit, P. B. A., Local 35; and

WHEREAS, the representatives of the bargaining unit, by vote, have ratified the agreement reached after negotiations between their authorized representatives and the authorized representatives of the City of Camden; and

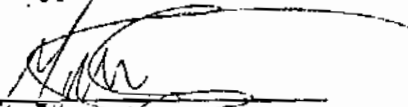
WHEREAS, said agreement is deemed to be in the best interest of the City of Camden; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that, the proper officers of the City of Camden, including the Business Administrator, are hereby authorized to execute a formalized contract incorporating the terms, conditions and provisions of the agreement as agreed upon between representatives of the City of Camden and the authorized representatives of certain non-supervisory, uniformed employees of the City of Camden by their bargaining agent, P. B. A., Local 35. The proper officers of the City of Camden, as set forth in the Administrative Code of the City of Camden, are hereby authorized to take any and all necessary action to make said formalized contract operative.


On Motion Of: ALFRED W. PALUMBO

Dated: October 27, 1994

The above has been reviewed and approved as to form.



City Attorney



President
City Council

APPROVED: OCTOBER 27, 1994

ATTEST: Dorothy A. Burley
MUNICIPAL CLERK

OFFICE OF THE CITY CLERK
CAMDEN, NEW JERSEY 08101

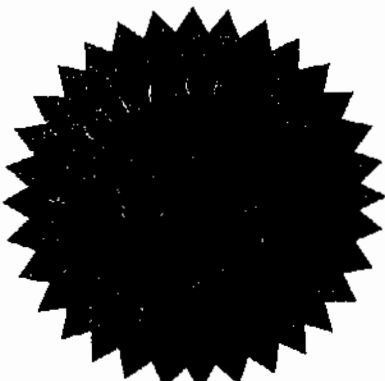


CITY OF CAMDEN

I, DOROTHY A. BURLEY, Clerk of the City of Camden,

DO HEREBY CERTIFY, that the foregoing is a true copy of RESOLUTION RATIFYING THE
AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE P.B.A., LOCAL 35

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.....
passed by the Council of the City of Camden, New Jersey, the TWENTY-SEVENTH
day of OCTOBER A.D. 19 94 as taken from and compared
with the original now on file in my office.



IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed the seal of the City of Camden, at Camden,
this 2nd day of NOVEMBER A.D. 19 94

Dorothy A. Burley

City Clerk.