THIS BOOK DOES NOT CIRCULATE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF CAMDEN

AND

CAMDEN CITY POLICE

SUPERIOR OFFICERS ASSOCIATION

1976 - 1978

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# TABLE OF CONTENTS

		Page
ARTICLE	I - ASSOCIATION RECOGNITION	1
ARTICLE	II - MAINTENANCE OF STANDARDS ·	2
ARTICLE	III - ASSOCIATION REPRESENTATIVE AND MEMBERS	3
ARTICLE	IV - RETIREMENT	6
ARTICLE	V - LEAVE OF ABSENCE	8
ARTICLE	VI - DUES CHECK OFF	9
ARTICLE	VII - VACATIONS	11
ARTICLE	VIII - EQUIPMENT AND VEHICLES	12
ARTICLE	IX - WORK WEEK	13
ARTICLE	X - SICK/INJURED LEAVE	14
ARTICLE	XI - BULLETIN BOARD	15
ARTICLE	XII - GRIEVANCE PROCEDURES	,16
ARTICLE	XIII - FUNERAL LEAVE	18
ARTICLE	XIV - EDUCATIONAL PROGRAMS	19
ARTICLE	XV - DISCRIMINATION	20
ARTICLE	XVI - MILITARY LEAVE	21
ARTICLE	XVII - REQUIREMENTS	23
ARTICLE	XVIII - SUSPENSIONS	24
ARTICLE	XIX - SERVICE RECORDS	25
ARTICLE	XX - OVERTIME	26
ARTICLE	XXI - ARBITRATION	27
ARTICLE	XXII - GROOMING	28

		rc	aye
ARTICLE XXIII - PROVISION OF MEALS			29
ARTICLE XXIV - EXCHANGE OF HOURS OF DUTY AND DAYS	OF	DUTY	30
ARTICLE XXV - CALLBACK			31
ARTICLE XXVI - UNIFORMS			32
ARTICLE XXVII - WAGES			33
ARTICLE XXVIII - EXTRA-CONTRACTUAL			34
ARTICLE XXIX - TRAVELING EXPENSES			35
ARTICLE XXX - SEVERABILITY			36
ARTICLE XXXI - INSURANCE, HEALTH AND WELFARE		•	37
ARTICLE XXXII - PAY PERIOD			39
ARTICLE XXXIII - HOLIDAYS			40
ARTICLE XXXIV - DURATION			42
SCHEDULE - SALARIES			
SCHEDULE B - CLOTHING ALLOWANCE AND MAINTENANCE			
SCHEDULE C - LONGEVITY SCHEDULE			,
SCHEDULE D - DIFFERENTIALS			

#### ARTICLE I

# ASSOCIATION RECOGNITION

Association as the sole and exclusive negotiating representative of all sergeants, lieutenants and captains, including detectives, who are employed by the Department of Public Safety, City of Camden, Division of Police; excluding all policemen and policewomen, including detectives, of the ranks of patrolman, deputy chiefs, and chief of police; all other supervisors within the meaning of the Act; managerial executives; professional, craft and clerical employees.

#### ARTICLE II

#### MAINTENANCE OF STANDARDS

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

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

SECTION 3. No portion of this Agreement is intended to deprive any employee of any civil service rights which he may enjoy except those specifically limited, denied or extended by the provisions of this Agreement.

SECTION 4. Proposed new rules, or modifications of existing rules, affecting terms and conditions of employment shall be negotiated with the Association prior to formal adoption by the City.

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

#### ARTICLE III

# ASSOCIATION REPRESENTATIVE AND MEMBERS

SECTION 1. Authorized representatives of the Association, whose names shall be filed in writing with the Director of Public Safety, shall be permitted to visit any police facility or the office of the Chief of Police or Director of Public Safety for the purpose of processing or investigating grievances.

This right shall be exercised reasonably, and shall be exercised by no more than two authorized 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 Association 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 administrative leave with pay in accordance with the provisions of N.J.S.A. 11:26c-4 for the purposes set forth therein.

SECTION 3. The President of the Association, or in his absence his duly authorized representative, shall

be excused from all duties and assignments in order to discharge duties as representative of the Association, provided that such representatives shall submit prior written notification to his immediate superior, which notification should detail the time to be taken and the subject matter of the Association business involved. In the event of an emergency situation in which prior written notification is impractical, the Association representative shall give oral notification to his immediate superior, written notification to follow.

SECTION 4. Negotiation Leave. A maximum of three (3) authorized representatives of the Association shall be granted administrative leave to participate in negotiations for a successor Agreement to this Agreement in accordance with the following formula:

- A. Administrative leave shall be granted for the full day on which any negotiations session shall take place.
- B. Should negotiations extend beyond 4:00 p.m. or commence in the evening, administrative leave shall be granted for the first shift in the following day and shall continue through the first full shift after the end of the negotiations session.
- C. Administrative leave shall be granted for a maximum of three (3) days for the preparation of the Association's negotiation proposals.

SECTION 5. With respect to internal investigations:

A. An officially designated representative of the Association shall, with the written permission of the employee

involved, have access to the records and follow-up investigation involving charges against any employee, provided such shall not prejudice the investigation.

B. The City shall present to the Association, copies of all charges for disciplinary action and/or discharge against all employees covered by this contract.

SECTION 6. The City shall endeavor to place the employee who is then serving as President of the Association, at his request, in a position conducive to the fulfillment of his responsibilities as President.

#### ARTICLE IV

### RETIREMENT

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

section 2. Terminal leave shall be paid at the rate of three-quarters of one percentum (3/4 of 1%) of the last year's salary multiplied by the number of year of service for the first six (6) month period of this contract; and terminal leave shall be paid at the rate of one percentum (1%) of the last year's salary multiplied by the number of years of service for the remaining twelve (12) month period of this contract.

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

retiring on either age and service or disability pension shall be paid a lump sum payment as supplemental compensation for each full day of carned and unused accumulated sick leave which is credited to him on the effective date of his retirement. The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) of the daily rate of pay for each day earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed twelve thousand dollars (\$12,000.00).

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

#### ARTICLE V

### LEAVE OF ABSENCE

SECTION 1. A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period. Said leave may not be arbitrarily or unreasonably withheld. A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause.

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

SECTION 3. The maximum time for which an employee may request and obtain a leave of absence shall be for a period of six (6) months, following the utilization of such time, all further leaves of absence shall be accorded only with the express approval of the City Council.

#### ARTICLE VI

### DUES CHECK OFF

SECTION 1. The City agrees to deduct dues upon receipt of written authorization by the employees, and once a month shall remit the monies collected for this purpose to the financial secretary of the respective organization.

A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the organization approved by the City during the month following the filing of such card with the City.

The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers agents or members against any employee who refused or fails to execute an authorization card.

The Association shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason or any action taken, pursuant to Paragraph 1, or inaction which the Association has failed to take pursuant to the last paragraph of this Article, in making deductions and remitting the same to the Association pursuant to this Article.

Any such written authorization may be withdrawn at any time by the member filing a notice of such withdrawal with the Association and the City Comptroller and the approval

of such withdrawal notice by the Association.

#### ARTICLE VII

### VACATIONS

SECTION 1. Annual vacations shall be granted strictly according to seniority.

SECTION 2. The number of employees who may be on vacation at the same time shall be determined by the immediate superior of such employees, subject to the approval of the Director of Public Safety.

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

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

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

 13 years to 16 years.....22 days per year

17 years to 19 years.....23 days per year

20 years or more......25 days per year

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

# ARTICLE VIII

# EQUIPMENT AND VEHICLES

SECTION 1. The City shall maintain each patrol unit with plexiglass protection between the front and rear seats.

SECTION 2. No employee or unit shall be required to perform any potentially hazardous functions without proper radio communication at its immediate disposal.

### ARTICLE IX

# WORK WEEK

SECTION 1. The work schedule shall be continued as heretofore, where practical.

SECTION 2. Any work assignment in excess of eight (8) hours per day, or on a day off, shall constitute overtime.

SECTION 3. The working hours of special classified sergeants, lieutenants and captains shall be the schedule which is now in force and effect, where the continuation of such schedule is practical in the discretion of the City.

#### ARTICLE X

# SICK/INJURED LEAVE

SECTION 1. A sergeant, lieutenant or captain shall receive twenty (20) paid sick days per year and these shall be cumulative.

is incapacited and unable to work because of any injury or illness sustained in the performance of his police duty, he shall be entitled to injury leave with full pay up to one year from the date of disability during the period in which he is unable to perform his duties, provided that the examining physician appointed by the governing body shall certify to such injury or illness 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 or injured leave shall be required to remain in his place of residence or confinement only until he is available for duty.

# ARTICLE XI

# BULLETIN BOARD

The City shall provide for the installation of bulletin boards and/or provide space for the posting of notices relating to matters and official business of all recognized police organizations.

### ARTICLE XII

### GRIEVANCE PROCEDURES

SECTION 1. The purpose of this Article is to settle all grievances between the City and the members of the Association 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 Association, involving the application, interpretation or alleged violation of this Agreement.

A grievance shall be processed as follows:

Step 1. The aggrieved employee and the representative of the Association, shall discuss and attempt to resolve the matter with appropriate City representatives.

Step 2. If the grievance is not adjusted in Step 1, it shall be submitted in writing within ten (10) working days to the supervisory officer at the next level of command within the Division 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 Director of Public Safety, or his designee. The Director, or his designated representative, shall seek to resolve the grievance with the appropriate Association 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 City and the Association shall share equally the expenses of the Arbitrator. Arbitration shall be by 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 Association notifies the Director of Public Safety of its intention to arbitrate then the Association may, within ten (10) working days thereafter, request the New Jersey Public Employment Relations Commission to submit a panel of seven (7) Arbitrators to both parties. A copy of such request shall be sent to the Director of Public Safety. Each party shall notify the Commission of its selections from the panel submitted, and the Commission shall then appoint the Arbitrator most preferred by the Association and the City to hear and decide the dispute.

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

SECTION 2. Only the City and the Association shall have the right to submit a grievance to arbitration notwith-standing any other provisions of this Article to the contrary.

# ARTICLE XIII

#### FUNERAL LEAVE

SECTION 1. Employees shall be granted special leave with pay because of a death in his immediate family, including relatives residing in the same household; or the death of a father, mother, grandmother, grandfather, sister, brother, father-in-law, mother-in-law, son-in-law and daughter-in-law, who reside 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) day due to the death of any relative not specified in this Article.

SECTION 4. Notwithstanding any other provision of this Article, special funeral leave with pay shall be granted for a period of fifteen (15) days due to the death of a spouse, provided that such spouse shall leave surviving a minor child or children; otherwise, such leave shall be for a period of ten (10) days.

SECTION 5. Notwithstanding any provision of this

Article, special funeral leave with pay shall be granted

for a period of ten (19) days due to the death of an employee's son or daughter.

#### ARTICLE XIV

### EDUCATIONAL PROGRAMS

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

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

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

### ARTICLE XV

# DISCRIMINATION

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

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

#### ARTICLE XVI

#### MILITARY LEAVE

SECTION 1. All employees shall be granted a leave of absence for field training in accordance with the following provisions:

- (a) An employee of the Division of Police who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corp Reserve, or any other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days which he shall be engaged in field training, which period shall not exceed two (2) weeks in a calendar year. Such leave of absence shall be in addition to the regular annual vacation allowed such employee.
- (b) A member called into any other extended service with the Armed Forces shall be placed upon leave without pay for the period of such service.
- (c) After two (2) years service, any member entering extended active military service with the Armed Forces in a voluntary or involuntary basis during wartime and on any involuntary basis during peace time shall be granted 30 days salary in the form of military leave with pay, and the balance of the said extended military service shall be considered as military leave without pay.

SECTION 2. All employees shall be paid, as aforesaid, and their accumulated vacation, holiday or sick time shall not be forfeited.

# ARTICLE XVII

# REQUIREMENTS

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

#### ARTICLE XVIII

### SUSPENSIONS

SECTION 1. No employee shall be suspended without pay for any departmental charges or for the commission of a disorderly persons act without a departmental hearing in accordance with the procedures currently in effect and no later than thirty (30) days from the date of the service of such charge or charges.

SECTION 2. In the case of any criminal charge or charges other than set forth in Section 1 of this Article, the Director of Public Safety shall have the right to immediately suspend an employee with or without pay.

SECTION 3. The Association shall be notified of all departmental charges prior to hearing on same.

### ARTICLE XIX

# SERVICE RECORDS

SECTION 1. Each employee shall be entitled to inspect his service record upon request between the hours of 9:00 A.M. and 4:00 P.M. on any workday.

SECTION 2. Service records shall include all records in the employee's personnel file.

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

SECTION 4. Notwithstanding any other provisions 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 day.

#### ARTICLE XX

#### OVERTIME

SECTION 1. Overtime shall be paid in conformance with the United States Fair Labor Standards Act.

SECTION 2. Any employee required to work in excess of eight (8) hours, for another hour or for any portion thereof shall be paid for a full hour and shall thereafter be paid on a half hour basis for working such half hour of any portion thereof.

SECTION 3. Any callback for any court appearances shall be for a minimum of two (2) hours.

SECTION 4. Any callback of an employee required as a witness by the City to appear/at a disciplinary hearing, Civil Service hearing, or Public Employment Relations Commission proceeding, shall be treated as a callback for a court appearance for purposes of establishing overtime pay and minimum pay for appearances.

# ARTICLE XXI

# ARBITRATION

Where any grievance or disciplinary matter is one subject to appeal to the Civil Service Commission, the employee, at his option, shall have the alternative right to proceed to arbitration, instead of a Civil Service appeal, in conformance with the provisions outlined in Article XII.

# ARTICLE XXII

# GROOMING

Grooming regulations shall be applicable to all members of the Division of Police unless such regulations would hinder such members of the Division of Police in the performance of their duties.

# ARTICLE XXIII

# PROVISION OF MEALS

The City shall supply to all members who work in excess of eight (8) hours during an officially declared emergency with a hot meal.

#### ARTICLE XXIV

### EXCHANGE OF HOURS OF DUTY AND DAYS OF DUTY

SECTION 1. Exchange of hours and duties by an employee may be granted by the Division of Police provided that such exchange shall not result in any employee who is engaged in such exchange working outside of his rank.

may be granted by the Division of Police provided that such an exchange shall not result in any employee, who has engaged in such exchange, working outside of his rank and further provided that no employee shall exchange any more than two (2) days within any single week without the specific approval of the Director of Public Safety.

SECTION 3. Nothwithstanding any other provision of this Article to the contrary, any exchange of either hours or days shall be with the permission of the employees' immediate superior.

#### ARTICLE XXV

### CALLBACK

The callback of any employee as defined in Article

I of this contract, during a declared emergency, shall

result in payment to 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

for 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 who do not wish to remain for the full four

(4) or the full eight (8) hour period, provided that they have

been released from duty by their respective commanders, shall

be paid only on an hourly basis.

# ARTICLE XXVI

# UNIFORMS

SECTION 1. The City agrees not to change the basic uniforms, 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 contract.

## ARTICLE XXVII

#### WAGES

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

SECTION 2. 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 30 consecutive days; in the event that an employee is required to act in such higher ranking capacity, as aforesaid, he is then to receive pay commensurate with the position in which he is acting beginning with the first (1st) day.

### ARTICLE XXVIII

# EXTRA-CONTRACTUAL

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

# ARTICLE XXIX

# TRAVELING EXPENSES

All employees traveling outside of the City on official business, at the explicit direction of their superior, 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 fifteen cents (\$.15) per mile for such travel.

# ARTICLE XXX

# SEVERABILITY

In the event that any provision 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 XXXI

# INSURANCE, HEALTH AND WELFARE

SECTION 1. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time and they will provide and maintain false arrest insurance for the protection of the sergeants, lieutenants and captains or in the alternative, agree to defend and to satisfy any judgment which may be rendered against the employee for any actions arising out of his employment with the City.

SECTION 2. The City shall provide the defense of all claims for personal injury, death or injury to property arising out of and in the course of employment of the employee, and the City shall pay and satisty all judgments rendered against said employees.

SECTION 3. Hospitalization. The employees shall receive fully paid Blue Cross, Blue Shield, and with Rider J, and Major Medical to cover themselves and their families.

SECTION 4. The City agrees to adopt a dental plan for the employees effective July 1, 1974.

- (a) During the first year, said dental plan shall cover the employee only.
- (b) During the second year, said dental plan shall cover the employee and their spouses.

(c) During the third year, said dental plan shall cover the employee, their spouses and children.

SECTION 5. The City agrees to previde health insurance for all employees retiring on a regular pension.

#### ARTICLE XXXII

### PAY PERIOD

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

SECTION 2. Personnel on the 4:00 P. M. to midnight shift and the midnight to 8:00 A. M. shift shall be paid, if they so desire, at 000l hours on pay day.

### ARTICLE XXXIII

#### HOLIDAYS

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

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

SECTION 3. An employee shall take seven (7) paid holidays in the first half of each calendar year and seven (7) paid holidays in the second half of each calendar 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 made for accumulated holidays and vacations shall be paid at the employee's current rate of pay. The City shall make available to all employees request forms upon which holidays are to be requested. A copy of such completed form with the action of the City with respect to the request noted thereon shall be provided to the employee.

#### ARTICLE XXXIV

### DURATION

SECTION 1. This Agreement shall be in effect from the date of execution until December 31, 1978 or until a successor Agreement has been executed.

SECTION 2. All financial provisions of this
Agreement shall be retroactive to January 1, 1976 except
where specifically provided to the contrary.

SECTION 3. Negotiations for a successor Agreement to this contract shall begin no later than July 1, 1978.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Camden, New Jersey on this day of December, 1976.

POLICE SUPERIOR OFFICERS ASSOCIATION

By Thomas E fone

Witness:

Frank Duratell.

CITY OF CAMDEN CAMDEN COUNTY, NEW JERSEY

Witness:

# SCHEDULE A

# SALARIES

Retroactive to January 1, 1976	
Sergeants	\$15,360.00
Lieutenants	\$16,851.00
Captains	\$18,574.00
January 1 - December 31, 1977	
Sergeants	\$16,435.00
Lieutenants	\$18,031.00
Captains	\$19,874.00
January 1 - December 31, 1978	
Sergeants	\$17,585.00
Lieutenants	\$19,293.00
Captains	\$21,265.00

### SCHEDULE B

### CLOTHING ALLOWANCE AND MAINTENANCE

\*Clothing allowance

\$600.00

Clothing maintenance

\$250.00

The clothing allowance and maintenance checks will be paid on the first regular payday in January and the first regular payday in July.

<sup>\*</sup>Less any monies received for clothing allowance before the signing of this contract.

# SCHEDULE C

# LONGEVITY SCHEDULE

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

Years of Service	% Increase
From 0 - 4 years inclusive	0%
From 5 - 9 years inclusive	2% of annual base salary
From 10 - 14 years inclusive	3% of annual base salary
From 15 - 19 years inclusive	4% of annual base salary
From 20 years of service	5% of annual base salary
For 21 or more years of service	6% of annual base salary

### SCHEDULE D

### DIFFERENTIALS

SECTION 1. All officers working a rotation shift shall receive a five percent (5%) differential on their annual base salary in 1976, a six percent (6%) differential in 1977 and 1978.

SECTION 2. All officers working on a steady shift between the hours of 4:00 P.M. and 8:00 A.M. shall receive a five percent (5%) differential in their annual base salary for 1976, and a six percent (6%) differential in 1977 and 1978.

SECTION 3. All officers assigned to the Tactical Force shall receive ten percent (10%) differential on their annual base salary in 1976, and an eleven percent (11%) differential in 1977 and 1978.

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