

3-1-77  
Case 53 No. 63

04-02

1-12-84

A G R E E M E N T

BETWEEN

Camden City, NJ  
CITY OF CAMDEN

AND

CAMDEN COUNCIL #10

CAMDEN CITY NON-UNIFORMED

EMPLOYEES

AND

SUPERVISORS' UNIT

X JANUARY 1, 1984 - DECEMBER 31, 1986

RECEIVED  
CITY CLERK'S OFFICE  
CAMDEN, N.J.  
NOV 5 11 05 AM '84

## INDEX

	Page
PREAMBLE	1
ARTICLE I	2
ARTICLE II	3
ARTICLE III	5
ARTICLE IV	6
ARTICLE V	8
ARTICLE VI	10
ARTICLE VII	11
ARTICLE VIII	13
ARTICLE IX	15
ARTICLE X	17
ARTICLE XI	19
ARTICLE XII	21
ARTICLE XIII	24
ARTICLE XIV	28
ARTICLE XV	30
ARTICLE XVI	31
ARTICLE XVII	33
ARTICLE XVIII	34
ARTICLE XIX	37
ARTICLE XX	38
ARTICLE XXI	39
ARTICLE XXII	40
ARTICLE XXIII	41
WITNESS CLAUSE	42

AGREEMENT

Between

CITY OF CAMDEN

and

CAMDEN COUNCIL NO. 10

PREAMBLE

THIS AGREEMENT entered into by the City of Camden, hereinafter referred to as the "City" and Camden Council No. 10, New Jersey Civil Service Association, hereinafter referred to as "Council 10", has as its purpose the promotion of harmonious relations between the City and Council 10; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I  
RECOGNITION

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

No new titles covered by this Agreement or compensation for such shall be established on the Salary and Wage Ordinance or the City of Camden without prior negotiation with Council 10.

## ARTICLE II

### CHECK OFF AND AGENCY SHOP

A. The City agrees to deduct Council 10 monthly dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of Council 10 and the appropriate deductions of all employees shall be remitted monthly to the Treasurer of Council 10 together with a list of the names of all employees for whom the deductions are made. Remittance shall be made by the 10th day of the month immediately succeeding the month in which the deductions are made.

B. Any written designation to terminate the deduction of Council 10 dues must be received in writing by the City and Council 10 and filing of notice of withdrawal shall be effective to halt deductions as of January 1, or July 1, next succeeding the date on which the notice of withdrawal is filed.

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

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

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

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

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

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

I. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2) and (C) and (3) (L.1979, c.477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE III

SENIORITY

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

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

C. Seniority for all purposes is defined as the accumulated length of continuous service with the City computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year.

D. The City shall maintain an accurate, up to date seniority roster showing each employee's date of hire, classification and pay rate and shall be made available to Council 10 upon reasonable request. The employment records of the City of Camden shall be deemed compliance with this section.

## ARTICLE IV

### WORK SCHEDULES

A. The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for employees in continuous operations as set forth hereafter.

B. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of Council 10. This section shall not apply to call-ins or overtime, but shall not be utilized to deprive any employee of cash payment for overtime.

C. Where the nature of the work involved requires continuous operations on a twenty-four (24) hours per day, seven (7) days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, wherever practical, on a rotation basis, that all employees in a given title will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.

D. Where more than one (1) work shift per day within a given classification is in effect, employees within such classifications will be given preference of shifts in accordance with their seniority, provided such employee is qualified to perform the job. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance where preferences are to be exercised will a senior employee be required to wait longer than one (1) year after such contingency occurs.



E. Work schedules of employees on continuous operations shall be arranged so as to provide at least four (4) days off within a given pay period of fourteen (14) days (ten working days). This will not be violated if an employee's supervisor requires such person to work on his day off if an emergency arises.

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

For the term of this agreement, for white collar employees, each working day shall be eight (8) hours with one (1) hour for a lunch period.

For blue collar employees, the same schedule as has heretofore existed shall be continued for the term of this agreement.

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

## ARTICLE V

### OVERTIME

A. Overtime refers to any time worked beyond the regular hours of duty, as presently scheduled, and is granted only when the employee is ordered to work by a supervisor. Overtime worked will be paid at the rate of time and one-half for holidays and Sundays or the seventh day when these days are not part of the employees regular work week. Said overtime must be granted in writing by the Supervisor directing the same prior to the employee commencing work or in case of an emergency, as soon thereafter as possible.

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

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

D. No employee shall have his work schedule or regular day off schedule changed for the purpose of avoiding payment of over-

time at any time. No work shifts will be changed without first having discussed such changes and the needs for same with Council 10.

E. The employer shall not reduce the work crew for the purposes of avoiding payment of overtime. This section shall not infringe upon the City's right to eliminate positions for economy reasons, subject to the rules of Civil Service.

## ARTICLE VI

### CALL IN TIME

A. No employee shall be requested to return to work, after or before his regularly scheduled shift, for less than four (4) hours. In the event the employee shall be called into work one (1) hour or more he shall be paid for four (4) hours. If the employee shall work more than four (4) hours, he shall be paid for a full days work. If the four (4) hour period overlaps with the regularly scheduled shift the employee shall receive additional pay only for that part of the four (4) hour period occurring prior to the start of the regular shift. It is understood that the City has the option of directing such employee to perform duties other than those for which he was called for the full four (4) hour period.

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

ARTICLE VII  
RATES OF PAY

A. Rates of compensation provided for in these regulations are fixed on the basis of full-time service in full-time positions. If any position is, by action of the City established on a basis of less than full-time service, or if, with approval of the City, the incumbent of any full-time position is accepted for employment on a part-time basis only, the rate of compensation provided for the position, (unless otherwise stated) shall be proportionately reduced in computing the rates of compensation payable for part-time service.

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

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

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

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

In the "A" or white collar unit, any employee working in excess of fifteen (15) days in a higher title, in any calendar year, or in excess of sixty (60) days, in the aggregate, over the term of this

contract, shall be paid at the rate of pay for such higher title. Such rate of pay shall be at the first increment level exceeding his present salary level.

In the "B" or blue collar unit, each day that an employee performs work in said higher classification, with any prior accumulation of time, the employee shall be paid the rate of pay for the higher title.

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

ARTICLE VIII

SALARIES AND INCREMENTS

A. Annual salaries and rates of pay established for each title covered by this Agreement pursuant to the Salary and Wage Ordinance of the City of Camden in effect on the date of this Agreement shall be increased during the term of this Agreement as follows:

January 1, 1984	-	5%
July 1, 1984	-	4%
January 1, 1985	-	1%
July 1, 1985	-	5%
January 1, 1986	-	5%

In addition, on January 18, 1985, all employees shall receive a payment equal to 1% of their annual base pay as of December 31, 1984 prorated to time served during 1984.

B. All employees who receive a new job title during the term of this Agreement shall be paid the appropriate salary for the new title according to the Salary and Wage Ordinance at the first salary step which exceeds their current salary effective for the first six months the employee holds the title. Employees will be evaluated no later than ninety (90) working days in the title. Employees whose performance is considered unsatisfactory during this working test period may be returned to their previous job title prior to the end of the ninety (90) working day period. All employees employed by the City of Camden prior to January 1, 1983, who receive such a new job title shall, after six (6) months in the new title, move to the maximum salary step in the Salary and Wage Ordinance for the new job title. All employees employed by the City of Camden after January 1, 1983, who receive such a new job title shall, after six (6) months in the new title, move to the next highest salary step in the Salary and Wage Ordinance for the new job title.

All employees shall be paid at the maximum step for their job title after four (4) years of employment with the City of Camden.

C. In those circumstances where the City (1) creates a new job title and (2) fills that title with a person not previously in the employ of the City of Camden, the City of Camden shall negotiate the title and salary with the union but may create one salary for the title in lieu of a salary range.



ARTICLE IX  
LONGEVITY PAY

A. LONGEVITY PAY will be granted annually, and shall become payable in January following each year earned, in a separate check to all employees covered by the Agreement who have completed at least five (5) full years of continuous full-time service on that date, or have completed the proper number of additional years for additional payment, as per the following schedule:

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

B. TO RECEIVE LONGEVITY PAY, an employee must be in a paying status as of January 1st of any year hereunder when longevity is to be paid. The date of payment shall be in January following each year earned. If an employee leaves the service of the City after January 1st, but prior to December 31st, in good standing, such employee will receive longevity pay based on their length of service, prorated, and paid at time of termination. The aforesaid percentages are payable each year of this Agreement.

C. Any employee who is<sup>\*</sup> terminated by the City through layoff or any other means and is thereafter hired by the City under any Federal or State grant program such as CETA, subsequently, is rehired by the City and returned to the regular City payroll, shall be

considered a continuous employee and shall be credited for such time spent working for the employer under the externally funded program, without loss of longevity, seniority, vacation, sick time, or any other benefits. CETA time, etc. to be calculated towards longevity.

\*Those persons who terminate their services through retirement and-or layoff, quit or resign or terminated for disciplinary reasons will not be eligible.

ARTICLE X  
HOLIDAYS

A. The following are recognized paid holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, General Election Day, the Friday before Labor Day and the Friday after Thanksgiving .

B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

C. It is understood that there shall only be one day of celebration in the event a holiday is celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration. This shall not apply to Lincoln's or Washington's Birthdays which shall be celebrated as two distinct holidays and not only President's day.

D. When the City, Governor of the State of New Jersey or the President of the United States, declares a holiday for all City Employees, in addition to those set forth above, those who were required to work on such additional holidays shall be covered by

the compensatory time provision as set forth in Article V.

E. In order to be eligible for holiday pay, the employee must work the workday immediately preceding and immediately following the holiday, unless the absence is excused by the Department Head.

ARTICLE XI

VACATION

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

- |  |   |  |
|--|---|--|
| (1) Up to 1 year of service                  | = | 12 working days accrued vacation; none taken |
| After 1 year and up to 10 years of service   | = | 15 working days vacation                     |
| After 10 years and up to 20 years of service | = | 18 working days vacation                     |
| After 20 years and up to 23 years of service | = | 23 working days vacation                     |
- After 23 years of service, additional working days vacation per year not to exceed 30 working days vacation total.

(2) Vacation days earned in the current year may be carried into the succeeding year without requiring approval. No vacation days other than the days earned in the current year shall be carried into a succeeding year without prior certification of the Director and approval of the Business Administrator that the vacation days, or any part thereof, were not granted due to the pressure of work.

If by October 15 of any year, an employee has been prevented by pressure of work from taking any portion above that which is allowed to be carried in accordance with the preceding paragraph, that employee shall request that the time be allowed off during the balance of the year or carried to the succeeding year. Such request shall be certified by the Director to the Business Administrator on October 15. By November 1, the Business Administrator shall respond to the Director as to whether the employee will (i) be allowed to carry such vacation time into the next year; (ii) be required to take such time off prior to the end of the year or lose such time or (iii) be paid for the time in lieu of time off by December 31 of that year.

Any "carried vacation" existing at the time of an employee's termination, for any reason, shall be paid at the employee's current rate at termination.

(3) The City retains the right at any time during the term of this Agreement to convert days into hours. At such time of conversion all accumulated vacation time shall be converted to hours as follows:

White collar employees: 1 day = 7 hours.  
Blue collar employees: 1 day = 7 hours.

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

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

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

## ARTICLE XII

### SICK LEAVE

A. All classified employees covered by this Agreement shall be entitled to the following sick leave of absence with pay:

(1) One working day sick leave with pay for each month of service from the date of permanent appointment to and including December 31st next following such date of appointment, and eighteen days sick leave with pay for each calendar year thereafter. If any such employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee.

(2) If an employee is absent for five (5) consecutive working days, for any of the reasons set forth in the above rule, the appointing authority shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent should be stated on the doctor's certificate.

An employee who has been absent on sick leave for periods totaling

more than 15 days in one calendar year consisting of periods of less than five days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six months.

(3) The immediate supervisor may in his discretion at any time require the employee seeking sick leave, or on return from sick leave, to submit acceptable medical evidence or undergo a physical examination. If the sick leave is not approved, the time involved during which the employee was absent shall be charged to the employee's vacation time, with his approval; otherwise the employee shall suffer loss of pay for such time.

(4) Any employee who does not expect to report for work because of personal illness or for any other reasons included in the definition of sick leave hereinabove set forth, shall notify his immediate superior, by telephone or personal message within one half ( $\frac{1}{2}$ ) hour of the regularly scheduled starting time.

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

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



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

C. The City retains the right at any time during the term of this Agreement to convert days into hours. At such time of conversion all accumulated sick time shall be converted to hours as follows:

White collar employees: 1 day = 7 hours.

Blue collar employees: 1 day = 7 hours.

## ARTICLE XIII

### LEAVES OF ABSENCE

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

B. Military Leave of Absence: An employee who is a member of the National Guard or Reserve of the Military or Naval Forces of the United States and is required to undergo annual field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave.

C. Employees shall be granted a leave of absence without pay for the purposes of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therewith or with the Armed Forces of the State in time of war or emergency or pursuant to or in connection with the operation with any system of selective service.

D. (1) An employee who is temporarily incapacitated, either physically or mentally, to perform his duties may be granted a leave of absence without pay in accordance with Civil Service Regulations upon the presentation of such reasonable proof of the incapacity as the employer may require. An employee shall be permitted to return from such leave of absence only upon a presentation of a certificate of fitness for work from the treating physician and after examination by a physician designated by the employer. In no event shall such

leave be granted until the employee has exhausted all accrued sick leave.

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

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

(1) Performing jury duty:

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

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

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

F. An employee in local service shall be given time off without loss of pay when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.

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

H. Employees who are duly authorized representatives of Council 10 shall be granted leaves of absence with pay for the purpose of traveling to and from and attending any State convention or meeting of the New Jersey Civil Service Association. Such leave shall not exceed an aggregate time period of five (5) days in any calendar year for the blue collar members of Council 10 covered by this agreement and five (5) days in any calendar year for the white collar members of Council 10 covered by this agreement.

All shop stewards, trustees, and officers of Council 10 shall be entitled to one (1) day leave of absence with pay per year for the Annual Union Seminar.

I. Maternity Leave.

(1) An employee who is pregnant during the course of her employment with the City shall be permitted leave up to one month prior to the date of her confinement and for up to six weeks after the actual date of birth. Additional times shall be granted for reasons of the employee's individual health upon presentation of a doctor's certificate establishing the employee's disability. Employees shall be entitled to use earned and accumulated sick time during these periods in accordance with the provisions of law.

(2) Additional leave time may be requested pursuant to Section D(2) of this article.

J. All full time employees shall be granted a leave of absence, not exceeding five (5) days for the death of that employee's parent, spouse, or child. Said

employees shall be granted a leave of absence not exceeding three (3) days for the death of a mother-in-law, father-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother or sister.

All full time employees shall be granted a leave of absence not exceeding one day for the date of interment of that employee's aunt or uncle.

ARTICLE XIV  
FRINGE BENEFITS

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

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

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

B. (1) Severance Pay: There shall be paid as a part of the

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

- 5 years but less than 15 years....1 full week's pay
- 15 years but less than 20 years...2 full week's pay
- 20 years but less than 25 years...3 full week's pay
- More than 25 years.....4 full week's pay

(2) Upon retirement from service to the City of Camden, in addition to the schedule as set forth in Section B.(1) of this Article, the employee shall receive fifty percent (50%) of his cumulated sick time, as additional severance pay; said payment not to exceed \$12,000.00.

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

ARTICLE XV

INSURANCE

A. There shall be no change in the group hospital medical plan presently maintained and paid by the employer on behalf of the employees except in the case of a new plan that is equivalent or better. Such change, if any, shall be discussed with Council 10 before implementation.

Effective upon the implementation of this agreement, there shall be a deductible on the major medical portion of the group insurance program. This shall be:

\$100.00 for the employee
<u>\$100.00 for the family</u>
\$200.00 total deduction for family

B. When an employee or spouse reaches age 65 and has his Hospital Plan supplemented by Medicare, the employer will reimburse the employee for the cost of the Medicare Plan.

C. The employer agrees to provide health insurance as a supplement to Medicare for City employees with twenty (20) or more years of service, provided such coverage is permissible under legislation in effect during this Agreement.

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



ARTICLE XVI  
EMPLOYEE EXPENSES

A. Employees required to use their personal vehicle in the pursuit of proper and necessary City business, on a daily basis, shall be reimbursed \$60.00 per month and fifteen (15) gallons of City gasoline per week, for such travel. Such payment shall be made subject to written certification by the Department Head.

B. Where employees are required to use personal vehicles for City business, such employees will declare such use on their application for liability insurance and the difference between their non-business use premium and their business use premium shall be reimbursed to them by the City upon presentation of an Invoice from their insurance carrier evidencing such difference. In lieu of the foregoing, the City shall have the option of providing such employees with sufficient liability coverage.

C. Any City employee who is authorized in writing by his Director to use his personal vehicle for any special trip in pursuit of City business shall be reimbursed at a rate of \$.20 per mile.

D. When any class of employment requires the use of specialized equipment such as uniforms, rain gear and safety equipment, these shall be provided and maintained by the employer at no expense to the employees.

E. Outside employees and those wearing work clothes, not otherwise covered under Section D, above, shall receive \$100.00 annual

allowance for the purchase and maintenance of clothing used in the course of their duties. In lieu of such allowance, the City will have the option of supplying such employees with uniforms.

F. Employees using their own tools in the course of their employment shall receive a \$120.00 annual allowance.

ARTICLE XVII  
DISCIPLINARY ACTIONS

A. No employee shall be suspended, fined, demoted, discharged or otherwise disciplined except for just cause. The City shall give written notification to Council 10 when any employee is suspended, fined, demoted, discharged, or otherwise disciplined. The notification shall be submitted to Council 10 at the time written notice is given to the affected employee and shall indicate the extent and reason for the disciplinary action.

B. Notice to be given not less than five (5) working days.

C. No meetings shall be held between any Supervisor and any employee under this agreement, at which disciplinary action is taken or from which disciplinary action may result, without the presence and participation of a union representative, if such is requested by the affected employee.

ARTICLE XVIII  
GRIEVANCE PROCEDURE

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

B. A grievance shall be processed as follows:

Step 1 - The grievance shall be presented to the immediate supervisor of the employee(s) involved no later than ten (10) working days of the occurrence causing the grievance. The City's response shall be made within ten (10) days to the representative of Council 10 and the employee(s) involved by said immediate supervisor.

Step 2 - If the grievance is not settled at Step 1, it shall be reduced to writing by Council 10 and submitted to the Department Head of the aggrieved employee(s) unit within ten (10) days of the response at Step 1. The answer to the grievance shall be in writing with copies to the employee(s) and to Council 10 and shall be made within ten (10) days of its submission.

Step 3 - If the grievance is not settled by the preceding steps, then Council 10 shall have the right, within ten (10) days of receipt of the City's response at Step 2, to request that the Business Administrator act on the grievance. A written response shall be served on the employee(s) and Council 10 within ten (10) days after the submission of the grievance.

Step 4 - If the grievance is not settled by the preceding steps, either party shall have the right to submit the unresolved grievance to binding arbitration within thirty (30) days of the receipt of the decision of the Business Administrator. Either party may make written application to the New Jersey State Board of Mediation requesting that an arbitrator be appointed to hear the grievance and make a final determination. The decision shall be binding on the parties to the dispute.

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

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

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

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

G. Council 10 will notify the City in writing of the names of its employees who are designated to represent employees under the Grievance Procedure. Employees so designated by Council 10 will be permitted to confer with other representatives, employees, and with City representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of one (1) hour per day.

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

I. When any agent of Council 10 is scheduled by either of the parties hereto to participate during working hours in negotiations, grievance proceedings,

conferences or meetings, he or she shall suffer no loss in pay or be charged for sick leave. In the application of the foregoing, Council 10 will be limited to the use of two (2) employees for grievance hearings, conferences or meetings in addition to the grievant(s) and witnesses, and five (5) persons for negotiations.

ARTICLE XIX  
EQUAL TREATMENT

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

ARTICLE XX  
WORK RULES

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



ARTICLE XXI  
SAFETY AND HEALTH

A. The City shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

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

C. The City shall supply all employees with proper identification to present to the general public while in performance of their duties.

ARTICLE XXII  
GENERAL PROVISIONS

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

B. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.

C. It is agreed that representatives of City and Council 10 will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting.

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

E. Any provisions of this Agreement found to be in violation on any future local, state or national legislation shall be subject to renegotiation by the parties to the end of insuring that such provisions are not in contradiction to any such aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.

## ARTICLE XXIII

### TERMINATION

A. This Agreement shall take effect as of the date of the execution of same and shall remain in effect until December 31, 1986. The salary provisions of this Agreement shall be retroactive to January 1, 1984. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date: this Agreement shall remain in full force and effect during this period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

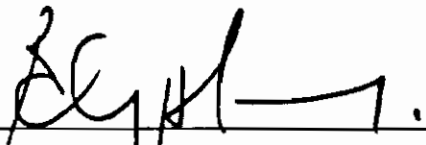
B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceeding paragraph.

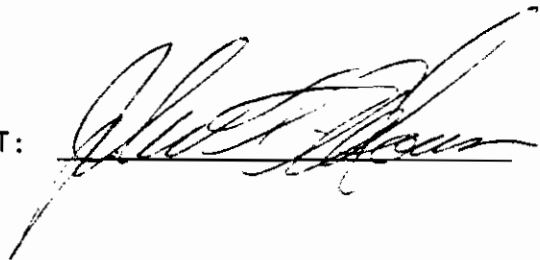
C. Any changes, modifications or amendments of any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be enlarged, diminished or modified in any way without the express written approval of both parties.

CERTIFICATION

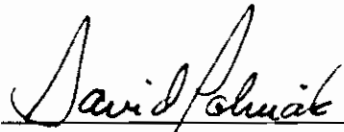
We, the undersigned, on behalf of Camden Council No. 10, the bargaining agent for the non-uniformed employees of the City of Camden, and bargaining agent for the Supervisors' Unit of the non-uniformed employees of the City of Camden, and on behalf of the City of Camden, duly authorized by the Revised Ordinances of the City of Camden to execute contracts, here affix our hands and seals this 31<sup>ST</sup> day of OCTOBER 1984 to this Certification.

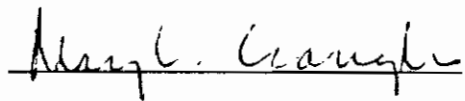
CITY OF CAMDEN

BY:   
Richard H. Cummings, Jr.  
Business Administrator

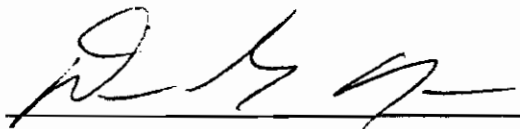
ATTEST: 

CAMDEN COUNCIL #10 N.J.C.S.A.

BY:   
David Polniak  
President

ATTEST: 

The above has been reviewed and approved as to form.



City Attorney