

2371

AGREEMENT
BETWEEN
CITY OF CAMDEN
COUNTY OF CAMDEN
AND
LOCAL 788
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO

January 1, 1993 to December 31, 1996

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PREAMBLE

This Agreement entered into this 4th day of January 1996, by and between the City of Camden, in the County of Camden, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "City" and Local 788, International Association of Fire Fighters, AFL-CIO, hereinafter called the "Union," represents the complete and final understanding on all bargainable issues between the "City" and the "Union" and is designed to maintain and promote a harmonious relationship between the "City" and such of its employees who are covered by Article I, RECOGNITION, in order that more efficient and progressive public service may be rendered.

ARTICLE IRECOGNITION

A. In accordance with the "Certification of Representatives" of the Public Employment Relations Commission (Docket No. RO-14) the City recognizes the Union as the exclusive collective negotiations agent for all employees covered in the aforementioned Certification, and more specifically, including uniformed Fire Fighters of the Camden Fire Department.

B. Unless otherwise indicated, the terms "Fire Fighter," "Fire Fighters," "Fire Prevention Specialist," "Fire Prevention Specialists," "Employee," or "Employees," when used in this Agreement, refer to all persons represented by the Union in the above defined negotiating unit.

C. The job duties of employees covered by this Agreement shall be noted in the appropriate New Jersey Department of Personnel job descriptions.

ARTICLE IIUNION REPRESENTATIVES

A. Accredited representatives of the Union may enter City Fire Headquarters, Fire Stations, Training School and the Office of the Business Administrator at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances.

B. When the Union decides to have its representatives enter the aforementioned City facilities or premises, it will request such permission from the appropriate City representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the City Government or normal duties of employees.

C. Upon the reasonable requires therefore, the Union shall be provided with non-confidential information, which may be required in the processing or investigation of a grievance. The classing of material as confidential is not to be done unreasonably.

D. The President of the Union shall be assigned to detail and may devote full time to administering and enforcing the provisions of this Agreement, except insofar as his or her services are necessary for the efficient operation of the Department.

E. The City hereby agrees to provide Convention Leave for four (4) representatives in accordance with the appropriate statute and for conventions of the Central Labor Union.

F. The President and three (3) elected delegates, who might be scheduled to work during State I.A.F.F. meetings, shall be permitted to attend twelve (12) such meetings each year and shall be excused from the entire shift (which shift shall be defined as the complete tour of duty which such persons are scheduled to work) and shall suffer no loss of regular pay thereby; and shall further be excused from duty to attend meetings of the Central Labor Union only for the duration of such meetings.

G. Members of the Executive Board of Local 788 shall be granted time off to attend regular monthly and/or special meetings of Local 788, where such time off will not interfere with operations of the Department. The maximum time off for meetings shall be four (4) hours.

H. A maximum of five (5) authorized representatives of Local 788, if scheduled to work, shall be granted Administrative Leave for the entire shift as defined in Paragraph F to participate in negotiations of new agreements. Such time shall be on dates of negotiations. These members shall suffer no loss of pay.

I. The President of the Union shall be entitled, in his position as Executive Vice President, Fire Fighters Association of New Jersey to administrative leave, with pay, to attend sessions of the Senate and/or General Assembly of the State of New Jersey and hearings on the State Budget.

ARTICLE III

DUES DEDUCTION

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e, as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

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

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

ARTICLE III(A)

AGENCY SHOP

A. Upon the request of the Union, the City shall deduct a representation fee from the wages of each employee, who is not a member of the Union.

B. 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.

C. The amount of said representation fee shall be certified to the City, by the Union, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessment charge by the Union to its own members.

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

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

F. The Union shall establish and maintain at all times, a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, 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 IV

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in the connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE V
WORK WEEK AND OVERTIME

A. WORK WEEK

1. The present work schedule shall be continued in effect.

2. PROPOSAL OF A TWENTY-FOUR (24) HOUR WORK SCHEDULE

a. The parties agree that two steps will take place: First, the Fire Fighters and Supervisors will meet with each other and Fire Management to reach a consensus comprehensive proposal on a twenty-four (24) hour work schedule.

b. Once a consensus proposal is reached, the Fire Chief and the Business Administrator shall meet to discuss the proposal with the objective of determining its cost effectiveness to the City.

B. OVERTIME

1. Any approved work assignment which requires the presence of a Fire Fighter beyond his or her regularly scheduled tour of duty shall be considered as overtime.

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

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

3. Fire Fighters shall be required to work overtime.

4. Overtime shall be distributed as equitably as may be practical within the bargaining unit. There shall be no restriction on the number of overtime shifts a Fire Fighter may work when called. Pursuant to the directives of the Chief of Fire, a Fire Fighter may be restricted in the number of consecutive hours worked.

5. When overtime is required or if there is an emergency in a given unit, Fire Fighters from the bargaining unit shall be hired.

C. CALL-UP

1. In the event of a state of emergency declared by the Mayor or Acting Mayor, as a result of riot or other Civil disturbance, where in the opinion of the Business Administrator, or his or her designee, there is adequate time for marshalling forces, preference in call-up shall be given to Camden Fire Department Fire Fighters. In the event of such call-up, the employees shall be guaranteed a minimum of four (4) hours straight time pay, but may be required to remain on duty for that four (4) hour period.

D. COURT TIME

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

E. PAY CHECKS

1. Pay checks to bargaining unit by 3:00 p.m. on Thursday when possible.

F. MISSED CALL FOR OVERTIME

1. Any Fire Fighter on official union business who thus misses any call for overtime shall be placed at the top of his or her platoon's overtime list at Fire Communications.

G. MEAL MONEY

1. Any Fire Fighter who is entitled to meal money in accordance with practice shall receive four dollars (\$4.00) per meal not to exceed three (3) times in a twenty-four (24) hour period.

ARTICLE VI

VACATION

A. The annual vacation shall be granted strictly in accordance with departmental seniority. Vacations shall be picked within the Company or unit according to department seniority.

B. Vacations shall be granted according to the following schedule:

0 - 1 year	- 1 work day for every two (2) months of service
1 - 5 years	- 14 work days per year
6 - 12 years	- 19 work days per year
13 - 16 years	- 21 work days per year
17 - 19 years	- 22 work days per year
20 years or more	- 24 work days per year

C. Vacation time must be taken in the year earned. If the Business Administrator certifies that it cannot be taken in the year earned, then the Fire Fighter shall have the option to be paid in kind or to take vacation in the following calendar year. Notwithstanding any provision herein to the contrary, any Fire Fighter may accumulate ten (10) days of vacation in the calendar year to be used in the following calendar year.

D. Vacations shall only be granted for continuous uninterrupted service computed from the last day of hire.

E. All payments for accumulated vacation shall be paid at the Fire Fighter rate of pay when earned notwithstanding that the same is paid at a time when the pay scale or rank of Fire Fighter has changed.

ARTICLE VIIHOLIDAYS

A. Fire Fighters shall receive thirteen (13) holidays per year, and said holidays shall be cumulative.

B. Any other paid holidays shall be such holidays as are declared by the Mayor of the City of Camden, Governor of New Jersey or President of the U.S.A.

C. RATE OF HOLIDAY ACCRUAL

1. The anniversary date shall be the period for which the employee shall receive his or her holidays. Effective January 1, 1983, a Fire Fighter shall take seven (7) paid holidays in one half of the calendar year and six (6) paid holidays in the other half. In the event the request for a holiday is denied, said holiday time shall be allowed in the following half. In the event there are any unused holidays at the end of the year, the employee shall be paid in lieu thereof.

2. Effective January 1, 1984, new Fire Fighters with less than one year's service shall have holiday accrual at the rate of one (1) holiday for every two (2) months of service. At the start of the Fire Fighter's second year of service, the rate of accrual for holidays shall be in accordance with Paragraph 1 above.

D. Fire Fighters may carry over into the following calendar year five (5) accumulated holidays.

E. All payments made for accumulated holidays and vacations shall be paid at the Fire Fighter's rate of pay when earned, notwithstanding the same is paid at the time when the pay scale or the rank of the Fire Fighter has changed.

ARTICLE VIII

SICK LEAVE

A. SERVICE CREDIT FOR SICK LEAVE

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

2. 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 of a family member or a catastrophic illness or accident.

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

B. INJURY LEAVE PAYMENTS AND THIRD PARTY RECOVERIES

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

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

party and his or her insurer within ten (10) days after entering into negotiations or filing of the action.

3. If such employee receives or recovers a money judgment or money settlement from the third party or his or her insurer, the employee shall within ten (10) days of the recovery, notify the City Attorney or his or her designee in writing and report the total amount of such recovery, the amount of attorney's fee paid or to be paid and the amount of court costs. Within thirty (30) days after receiving payment, the employee shall reimburse the City for injury leave payments and/or medical payments as hereinafter provided. If the total sum recovered by the employee exceeds the sum of the injury leave payments and/or medical payments, the employee shall reimburse the City an amount equal to the sum of the injury leave payments and medical payments, less a pro rata share of attorney's fee and less costs of suit not to exceed \$200.00. A pro rata share of attorney's fee is the ratio of the entire attorney's fee paid to the total sum recovered. If the sum recovered is less than the sum of the aforementioned payments, the employee shall reimburse the City an amount equal to the sum recovered less attorney's fee paid and less costs of suit not to exceed \$200.00. Provided, however, that if the third party or his or her insurer has paid directly to the City the full amount to be reimbursed hereunder or a portion of such amount, the employee shall be released from the entire obligation or from such portion of the obligation paid to the City as the case may be.

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

C. AMOUNT OF SICK LEAVE

1. Fire Fighters shall be entitled to eighteen (18) days of sick leave per year.

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

D. REPORTING OF ABSENCE ON SICK LEAVE

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

a. Failure to so notify his or her supervisor may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action.

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

E. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating illness. The City may require proof of illness of an employee on sick leave. Any abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required prior to the employee's return to work.

3. The City may require an employee who has been absent because of personal illness, as a condition of his or her return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his/her return will not jeopardize the health of other employees.

F. Members shall report their intention to return to duty from sick leave to Battalion One one-half (1/2) hour to one (1) hour prior to roll call.

ARTICLE IXSERVICE-CONNECTED INJURY

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

B. No clothing allowance shall be paid for any person who shall be absent on any leave of absence for six (6) months. In the event such an individual returns to his or her duties, he or she shall begin to earn his or her clothing allowance from that time forward.

ARTICLE XLIMITED DUTY ASSIGNMENT

A. When a Fire Fighter who has been injured or is ill is determined by the Fire Surgeon to be capable of performing limited duty, the City may, in order to keep the Fire Fighter from being removed from the payroll, utilize said Fire Fighter in accordance with such limitations as set by the Fire Surgeon in the discretion of the City.

B. Such duty shall continue until the Fire Fighter is certified as capable of returning to full duty by the Fire Surgeon.

ARTICLE XIRULES AND REGULATIONS

A. The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations and memorandums shall be furnished to the Union and opportunity for the discussion of the new rules and regulations shall be afforded to the Union prior to implementation thereof.

B. 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 Article XVI.

C. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of Officers and Supervisors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the Grievance Procedure set forth in Article XVI of this Agreement.

D. In the event that an employee or employees shall refuse to comply with the rule or regulation, the City shall have the right to take disciplinary action in accordance with departmental regulations.

ARTICLE XIIMINIMUM MANNING

A. The City hereby agrees to maintain, for the duration of this Agreement, a complement of three (3) Fire Fighters per piece of fire fighting apparatus of all types.

B. In cases of unforeseen circumstances, equipment shall remain in service even though one (1) person short of the requirement set forth above, but would not be actively employed in fire fighting before being augmented by one (1) additional Fire Fighter.

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

ARTICLE XIIINON-DISCRIMINATION

A. There shall be no discrimination by the City or the Union against any employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XIVEXTRACONTRACTUAL AGREEMENTS

A. The City agrees not to enter into any other Agreement or Contract with its employees covered by this Agreement, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

ARTICLE XVNO STRIKE PLEDGE

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

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

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

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

ARTICLE XVI
GRIEVANCE PROCEDURE

A. PURPOSE

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

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

B. DEFINITION

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

C. STEPS OF THE GRIEVANCE PROCEDURE

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

STEP ONE

1. An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle that difference between the aggrieved employee and the appropriate City representatives for the purpose of resolving the matter informally. Failure to act within the said ten (10) days shall be deemed to constitute an abandonment of the grievance. A member of the Grievance Committee may be present at all times when an employee is adjusting his or her grievance with the City.

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

STEP TWO

1. In the event the grievance is not settled through Step One, it shall then be submitted within five (5) working days to the Supervisory Officer at the next level of command in the Division of Fire.

2. A Supervisory Officer shall have five (5) days in which to render a determination.

STEP THREE

1. If a grievance is not adjusted through Step Two, it shall then be submitted in writing to the Business Administrator. Within five (5) days following the determination through Step Two, the Business Administrator, or his or her designated representative shall seek to resolve the grievance with the appropriate Union representatives.

2. The Business Administrator or his or her designee shall have five (5) days in which to render a determination.

STEP FOUR - ARBITRATION

1. Should the aggrieved be dissatisfied with the decision of the Business Administrator, the Union may, within ten (10) calendar days, request arbitration. The Arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.

2. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Business Administrator. In the event the aggrieved elects to pursue New Jersey Department of Personnel procedures in lieu of this arbitration, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. In this event, the Union shall bear the liability for whatever costs may have been incurred in processing the case to arbitration, provided, however, the Union may require any employee to file a bond of sufficient value to cover this contingency.

3. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him or her involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

4. The costs for the services of the Arbitrator shall be borne by the losing party. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

5. The Arbitrator shall set forth his or her findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

ARTICLE XVIIDISCHARGE OR DISCIPLINE

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

B. The Union shall be provided with a copy of the notice forwarded to the employee of his or her disciplinary hearing.

ARTICLE XVIIIMILITARY LEAVE

A. The City agrees to provide military leave for its employees as provided by appropriate statutes and New Jersey Department of Personnel regulations.

ARTICLE XIXSPECIAL LEAVES

A. New Jersey Department of Personnel examinations for positions in the City of Camden may be taken by Fire Fighters. Individuals may be excused from duty for the period of the examination, and such travel time to the examination site as necessary, and suffer no loss of regular pay thereby.

B. All special leaves shall be reported to the Officer in command of the respective district or battalion.

ARTICLE XXBEREAVEMENT LEAVE

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

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

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

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

E. Notwithstanding any other provision of this Article, special funeral leave with pay shall be granted for a period of fifteen (15) working 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) working days.

F. Notwithstanding any provision 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, father or mother, brother or sister, father-in-law or mother-in-law.

ARTICLE XXIREPORTS OF DEFECTIVE EQUIPMENT

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

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

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

ARTICLE XXIIRETIREMENT

A. Fire Fighters shall retain all pension rights under New Jersey Law and the Ordinances of the City of Camden.

B. Terminal leave shall be paid at the rate of one and one-tenth (1.1%) percent of the last year's salary multiplied by the number of years of service.

C. Fire Fighters retiring on either a regular or disability pension, shall be paid, on a prorated basis, for all accumulated holidays and vacation days earned in the retirement year, plus whatever vacation days and holidays are accumulated, not to exceed a maximum of fifteen (15) vacation days and five (5) holidays, which payments shall be at the rate of pay when earned.

D. Employees retiring on either age and service or disability pension shall be paid a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective date of his 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 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. There will be no cap on the payment of lump sum supplemental compensation.

E. 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 on which said retirement is to become effective.

F. Current practice with regard to payment of terminal leave on employee's death during service will continue for the life of this Agreement.

G. When a Fire Fighter retires, he or she shall be paid on a prorated basis for all the months that he or she worked during his or her final year as stated in the various provisions of this Agreement.

H. Upon death, which shall, for the purposes of this Article, be treated as a retirement, such payments shall be paid to the employee's estate

I. The City will review the legality of allowing employees retiring from the Fire Service to collect any retirement payments due over an eighteen (18) month period. Examining issues shall include but not be limited to statutory authorization from I.R.S. and New Jersey Division of Pensions.

ARTICLE XXIIICLOTHING ALLOWANCE

A. 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.

B. No clothing allowance shall be paid for any person who shall be absent on any leave of absence for six (6) months or more.

C. 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 Agreement.

ARTICLE XXIV
HEALTH BENEFITS

A. The City of Camden, for the life of this Agreement, shall continue its current insurance program or a similar program for employees and their families, except that, effective January 1, 1991, the medical insurance program shall provide for deductibles as follows:

1. \$100.00 for individual coverage
2. \$250.00 for total family coverage

B. The employer reserves the right to change insurance programs as long as substantially similar benefits are provided. However, any proposed change in health care benefits or health care providers or administrators must be noticed to the union sixty (60) days prior to any change and the union must be given all pertinent information, including the plan document of the current and proposed provider(s) so that an independent analysis can be made.

C. Employees shall receive a full paid Dental Program covering themselves, including retirees and their dependents.

D. The City agrees to provide Health Insurance for all employees retiring on a regular or disability pension, subject to the deductible provisions of Paragraph A above.

E. The current vision plan benefits will be maintained during the course of this agreement. The union will provide a co-payment of \$2.13 per covered employee per month to the City for the plan and pay any payment due from prior years.

F. The major medical lifetime maximum cap for current and retired employees shall be \$1,000,000.00

G. 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 XXVSALARIES

Beginning July 1, 1994, longevity payments as specified in the agreement shall be added to the salaries listed and paid biweekly over twenty-six (26) pays per year. Any first year employee hired prior to the execution of this agreement will be adjusted at the percentage increase at the time of general increases.

January 1, 1994

Step #1	\$32,351
Step #2	\$34,333
Step #3	\$36,315
Step #4	\$38,297
Step #5	\$40,283
Step #6	\$43,493*
Fire Prevention Specialist	\$43,915

July 1, 1994

Step #1	\$32,675
Step #2	\$34,676
Step #3	\$36,678
Step #4	\$38,680
Step #5	\$40,686
Step #6	\$43,928*
Fire Prevention Specialist	\$44,354

January 1, 1995

Step #1	\$32,675
Step #2	\$35,716
Step #3	\$37,778
Step #4	\$39,840
Step #5	\$41,907
Step #6	\$45,246*
Fire Prevention Specialist	\$48,334
Fire Prevention Specialist	\$49,784*

July 1, 1995

Step #1	\$32,675
Step #2	\$36,430
Step #3	\$38,534

*Entering 18th year in Department

Step #4	\$40,637
Step #5	\$42,745
Step #6	\$46,151*
Fire Prevention Specialist	\$49,300
Fire Prevention Specialist	\$51,286*

January 1, 1996

Step #1	\$32,675
Step #2	\$37,523
Step #3	\$39,690
Step #4	\$41,856
Step #5	\$44,027
Step #6	\$47,536*
Fire Prevention Specialist	\$50,779
Fire Prevention Specialist	\$52,824*

July 1, 1996

Step #1	\$32,675
Step #2	\$38,649
Step #3	\$40,881
Step #4	\$43,112
Step #5	\$45,348
Step #6	\$48,962*
Fire Prevention Specialist....	\$52,302
Fire Prevention Specialist....	\$54,408*

*Entering 18th Year In Department

ARTICLE XXVILONGEVITY

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

B. Beginning July 1, 1994, longevity payments shall be added to the salaries listed and paid biweekly over twenty-six (26) pays per year.

<u>YEARS OF SERVICE</u>	<u>PERCENT INCREASE</u>
From 0 - 4 years inclusive	0%
From 5 - 9 years inclusive	3% of annual base salary
From 10 - 14 years inclusive	4% of annual base salary
From 14 - 19 years inclusive	5% of annual base salary
For 20 years of service	6% of annual base salary
For 21 or more years of service	7% of annual base salary
For over 24 years of service	8% of annual base salary

C. 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.

ARTICLE XXVIIFULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. Any disagreements to the language utilized in this Agreement or in the application of this Agreement and the terms hereof shall be referred to the Business Administrator for his or her final determination. Nothing herein shall be construed to affect the rights of the parties under the Article entitled "Grievance Procedures."

ARTICLE XXVIIISEPARABILITY AND SAVINGS

A. The City and the Union recognize the applicability of existing Presidential Executive Orders establishing controls on prices, rents, wages, and salaries and agree to abide fully by their provisions and other applicable present or future Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect only to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes cannot be legally made effective, such increases shall be omitted or proportionally adjusted according to law.

B. If any provision of this Agreement or application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIXEDUCATIONAL PROGRAMS

A. The City agrees to conform to the uniform procedures for allowing employees 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, so long as such time off does not conflict with the normal operations of the Division of Fire.

B. All employees shall be paid ten (\$10.00) dollars per credit for successfully completing any bona fide course in any accredited college. A certificate of successful completion shall be submitted before any payment is made. The maximum payment under the within provision shall be \$1,200 in any single year, and shall be paid on the 15th of December of the calendar year following submission of certificate of successful completion.

C. Payments under this Article, which is provided in Section B, shall be made on the 15th of December of the following calendar year on a prorated basis only for those months in which the employee is on active duty with the Fire Department.

ARTICLE XXXHEALTH AND SAFETY EQUIPMENT

A. The City shall supply all apparatus used in fire fighting with the proper tools and equipment so as to insure the safety of all Fire Fighters at all times.

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

C. To insure the health and safety of all members, no employee or unit engaged in fire fighting shall be required to perform on fire grounds in respect to Sections A and B above.

ARTICLE XXXIFULLY BARGAINED PROVISIONS

A. The parties to this Agreement agree that if any other union who has or will have a collective bargaining agreement with the City of Camden receives benefits in excess of those contained in this Agreement, the Union may renegotiate the Agreement. If a third party arbitrator or other authority awards a salary increase less than that contained in this Agreement, the City may renegotiate this Agreement on the salary provisions only. The City of Camden agrees that it will not discriminate against Local #788 as to any economic benefits when compared with other unions in the Camden City government.

B. This Article shall not apply to any differentiation among the collective bargaining units in work schedules only.

ARTICLE XXXIILICENSES

A. Fire Prevention Specialists shall be entitled to payment based on the highest license which they hold in the following schedule:

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

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

B. The license bonus program will cease to exist effective January 1, 1995. These payments have been incorporated into the new salary structure for Fire Prevention Specialist and Senior Fire Prevention Specialist as stated in Article XXV (Salaries).

ARTICLE XXXIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1993 and shall continue in effect to and including December 31, 1996.

This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, between one hundred twenty (120) and ninety (90) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

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

IN WITNESS WHEREOF, the parties hereunto set their hands and seals at Camden, New Jersey on this 4th day of JANUARY, ~~1993~~ 1994

LOCAL #788
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS - AFL-CIO

By: William D. Payne

William D. Payne
Witness

CITY OF CAMDEN

By: Arnold W. Webster

Arnold W. Webster
Witness

JL:dd
10-27-94**RESOLUTION RATIFYING THE AGREEMENT BETWEEN THE CITY OF
CAMDEN AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 788**

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, International Association of Fire Fighters, Local No. 788; 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, International Association of Fire Fighters, Local No. 788. 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.

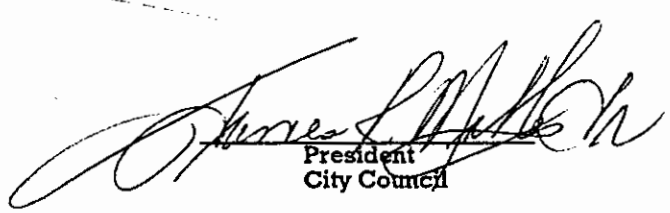
On Motion Of: ALFRED W. PALUMBO

Dated: October 27, 1994

The above has been reviewed
and approved as to form.



City Attorney



President
City Council

APPROVED: OCTOBER 27, 1994

ATTEST:



MUNICIPAL CLERK

OFFICE OF THE CITY CLERK
CAMDEN, NEW JERSEY 08101

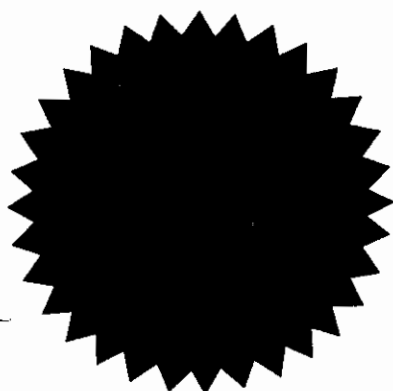


CITY OF CAMDEN

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 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL NO. 788

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.

OFFICE OF THE CITY CLERK
CAMDEN, NEW JERSEY 08101

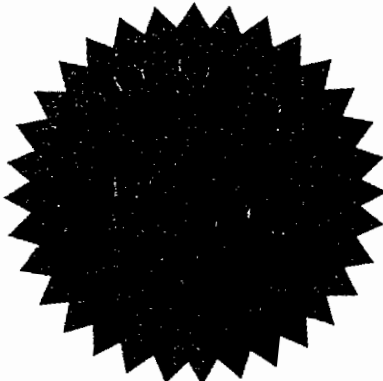


CITY OF CAMDEN

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Dorothy A. Burley

City Clerk.