

## MEMORANDUM OF AGREEMENT

The following represents the agreement between the parties, The City of Camden, the Fraternal Order of Police Lodge No. 1, and the Camden Organization of Police Superior Officers to replace the current rotating shift schedule with a fixed shift schedule for patrol and related operations and units as described below.

All parties agree that the collective bargaining agreement currently in affect for the period ending December 31, 2008 shall remain in full force and affect for a period of one (1) year, beginning January 1, 2009 and ending December 31, 2009, except as modified below:

### Article XXVI WAGES Section 1 (FOP Lodge 1)

Wages for all employees shall be increased 3.75% effective January 1, 2009

### Article XXVI WAGES Section 1 (COPS)

Wages for employees shall be increased 3.75% effective January 1, 2009

### Article IX Section 1 (FOP Lodge 1)

The work week shall be as follows:

- A. There shall be three fixed shifts for Patrol Operations, Central Complaint, Evidence, Telecommunications, and General Investigations Units.
  - 1. The first shift shall be a ten hour shift from 2130 to 0730 hours.
  - 2. The second shift shall be a ten hour shift from 0700 to 1700 hours.
  - 3. The third shift shall be a ten hour shift from 1500 to 0100 hours.
- B. Personnel assigned to the first, second or third shifts shall work four days on three days off. Personnel assigned to the first, second or third shifts shall work Sunday through Wednesday (Shift A) or Wednesday through Saturday (Shift B).
- C. Every eight weeks Shift A and Shift B shall rotate days off, per the attached schedule.
- D. All other assignments shall work an eight hour shift from 0830-1630 hours.
  - 1. Personnel assigned to 0830-1630 hours shall work five days on followed by two days off. Specifically, personnel shall work Monday through Friday.

2. Nothing herein shall prohibit personnel normally assigned to 0830-1630 hours from voluntarily working a 4-3 schedule with the approval of the Chief of Police.

E. Shift assignments under Section 1-A of this Article shall be made based on seniority bidding.

1. A seniority ranking list shall be prepared by the City Administration and provided to FOP Lodge 1 for review by September 1<sup>st</sup> of each calendar year. Upon completion of a review, management shall post the seniority ranking list at all department facilities no later than October 1<sup>st</sup> of each calendar year.
2. Bidding shall be completed no later than November 1<sup>st</sup> of each calendar year. In the first year, the parties shall make all efforts to implement the new shift by no later than a target date of November 1, 2007 and expedite the bidding process.
3. All personnel, regardless of assignment, shall bid for their preferred shift annually by completing and forwarding the prescribed shift bidding form.
4. Shift assignments and seniority bidding shall be applied independently to each unit or assignment under Section 1-A of this Article.
5. Employees shall be notified of shift assignments no later than November 30<sup>th</sup> of each calendar year. In the first year, the City shall provide notice as far in advance of the implementation date as is practicable, but no less than 30 days.
6. Shift assignments shall take affect during the first pay week of the calendar year, except in the first year when they shall be implemented by a target date of no later than November 1, 2007.
7. Seniority ranking shall be in accordance with New Jersey Department of Personnel rules and regulations. In the event of a dispute as to date of hire, the official records of the New Jersey Department of Personnel shall govern.
8. Time of service or grade shall be based on service with the Camden Police Department and applies to an employee's current permanent title or rank. In the event of a tie, seniority shall be determined based on competitive test ranking. Where test scores also establish a tie, seniority will be determined by time of service in the specific unit or shift assigned. Where time of service in the specific unit or shift is the

same, shift assignment, specifically breaking of the tie, shall be management's prerogative.

9. When an employee is transferred to an assignment under Section 1-A of this Article after the bidding process has been completed or at any time during the calendar year and a vacancy exists on the preferred shift that the employee has bid for, management shall assign the employee to such vacancy. If no vacancy exists, the employee's shift assignment shall remain management's prerogative. However, no employee working a shift established by bid may be bumped to create a vacancy during a calendar year. During the working test period as defined by applicable NJDOP regulations or law, the assignment of all employees shall be subject to management's prerogative.

F. Shift Differential

1. Personnel assigned to fixed shifts under Section 1-A of this Article shall be paid shift differential for each day of the shift they actually work. Shift differential shall be paid as follows:
  - (a) 2130-0730 Hours – 10%
  - (b) 0700-1700 Hours – 4%
  - (c) 1500-0100 Hours – 8.5%
2. Personnel working under Section 1-D(1) of this Article shall be paid shift differential for each day of the shift actually worked consistent with Section 1-F(1) of this Article.
3. Personnel shall receive the shift differential applicable to the shift that they are working.

**Article IX Section 1 (COPS)**

The work week shall be as follows:

- A. There shall be three fixed shifts for Patrol Operations, Central Complaint, Evidence, Telecommunications, and General Investigations Units.
  1. The first shift shall be a ten hour shift from 2130 to 0730 hours.
  2. The second shift shall be a ten hour shift from 0630 to 1630 hours,
  3. The third shift shall be a ten hour shift from 1430 to 0030 hours.

- B. Personnel assigned to the first, second or third shifts shall work four days on three days off. Personnel assigned to the first, second or third shifts shall work Sunday through Wednesday (Shift A) or Wednesday through Saturday (Shift B).
- C. Every eight weeks Shift A and Shift B shall rotate days off, as per the attached schedule.
- D. All other assignments shall work an eight hour shift from 0830-1630 hours.
  - 1. Personnel assigned to 0830-1630 hours shall work five days on followed by two days off. Specifically, personnel shall work Monday through Friday.
  - 2. Nothing herein shall prohibit personnel normally assigned to 0830-1630 hours from voluntarily working a 4-3 schedule with the approval of the Chief of Police.
- E. Shift assignments under Section 1-A of this Article shall be made based on seniority bidding.
  - 1. A seniority ranking list shall be prepared by the City Administration and provided to the COPS for review by September 1<sup>st</sup> of each calendar year. Upon completion of a review, management shall post the seniority ranking list at all department facilities no later than October 1<sup>st</sup> of each calendar year.
  - 2. Bidding shall be completed no later than November 1<sup>st</sup> of each calendar year. In the first year, the parties shall make all efforts to implement the new shift by no later than a target date of November 1, 2007, and expedite the bidding process.
  - 3. All personnel, regardless of assignment, shall bid for their preferred shift annually by completing and forwarding the prescribed shift bidding form.
  - 4. Shift assignments and seniority bidding shall be applied independently to each unit or assignment under Section 1-A of this Article.
  - 5. Employees shall be notified of shift assignments no later than November 30<sup>th</sup> of each calendar year. In the first year, the City shall provide notice as far in advance of the target date of the implementation date as is practicable, but no less than 30 days.
  - 6. Shift assignments shall take affect during the first pay week of the calendar year, except in the first year when they shall be implemented by no later than a target date of November 1, 2007.

7. Seniority ranking shall be in accordance with New Jersey Department of Personnel rules and regulations. In the event of a dispute as to the date of promotion, the official records of the New Jersey Department of Personnel shall govern.
8. Time of service or grade shall be based on service with the Camden Police Department and applies to an employee's current permanent title or rank. In the event of a tie, seniority shall be determined based on competitive test ranking. Where test scores also establish a tie, seniority will be determined by time of service in the specific unit or shift assigned. Where time of service in the specific unit or shift is the same, shift assignment, specifically breaking of the tie, shall be management's prerogative.
9. When an employee is transferred to an assignment under Section 1-A of this Article after the bidding process has been completed or at any time during the calendar year and a vacancy exists on the preferred shift that the employee has bid for, management shall assign the employee to such vacancy. If no vacancy exists, the employee's shift assignment shall remain management's prerogative. However, no employee working a shift established by bid may be bumped to create a vacancy during a calendar year. During the working test period as defined by applicable NJDOP regulations or law, the assignment of all employees shall be subject to management's prerogative.

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  - (b) 0630-1630 Hours – 4%
  - (c) 1430-0030 Hours – 8.5%
2. Personnel working under Section 1-D(1) of this Article shall be paid shift differential for each day of the shift actually worked consistent with Section 1-F(1) of this Article.
3. Personnel shall receive the shift differential applicable to the shift that they are working.

**Article XXXV (FOP Lodge 1)**

All employees shall receive a clothing allowance increase of \$100 to a total of \$500 per year for the purchase and maintenance of clothing, which shall be payable in January of each year, effective January 1, 2008.

**Article XXXV (COPS)**

All employees shall receive a clothing allowance increase of \$100 to a total of \$500 per year for the purchase and maintenance of clothing, which shall be payable in January of each year, effective January 1, 2008.

These are the only changes to be made in the existing agreements between the parties. Such changes are subject to the ratification of the membership of the individual organizations, and approval of the pertinent state and City authority. The changes will become effective as set forth above upon such approvals.

CITY OF CAMDEN

\_\_\_\_\_  
HON. THEODORE DAVIS, Chief  
Operating Officer, City of Camden

\_\_\_\_\_  
HON. GWENDOLYN A. FAISON, Mayor  
City of Camden

ATTEST:  
  
\_\_\_\_\_

FOP LODGE 1

BY: \_\_\_\_\_  
JOHN D. WILLIAMSON  
President

COPS

BY: \_\_\_\_\_  
WILLIAM J. MURRAY, SR.  
President