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A G R E E M E N T

BETWEEN

Camden, City of
CITY OF CAMDEN

(COUNTY OF CAMDEN)

AND

CAMDEN FIRE OFFICERS ASSOCIATION

Local 2578, IAFF

INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS

⊗ JANUARY 1, 1987 THROUGH DECEMBER 31, 1989

MURRAY & MURRAY, ESQS.
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Exhibit P-1

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____ 1987, 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 Camden Fire Officers Association Local 2578, International Association of Fire Fighters, hereinafter called the "Union", represents the complete understanding 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 I
RECOGNITION

A. The City of Camden herein recognizes the Camden Fire Officers Association Local 2578, International Association of Fire Fighters, as the sole and exclusive representative for all Superior Officers employed by the City of Camden Fire Department in the titles of Battalion Fire Chief, Fire Captain, Chief of Combustibles and Assistant Chief of Combustibles.

B. Applications covered: This agreement shall cover and govern the following classifications:

All Superior Officers in the ranks and titles of Battalion Fire Chief, Fire Captain, Chief of Combustibles and Assistant Chief of Combustibles.

C. Work performed by covered employees only: All work performed in any classification covered under this Agreement shall be performed under the terms and conditions of this Agreement.

D. The City of Camden shall not enter into any Agreement or Contract with its employees within the Bargaining Unit as defined in Paragraph B above, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

E. For the purpose of this contract, the Chief of Combustibles shall be considered to have the equivalent rank of

Battalion Chief and the Assistant Chief of Combustibles shall have the equivalent rank of Fire Captain.

ARTICLE II

UNION PRIVILEGES AND RESPONSIBILITIES

A. The City of Camden recognizes the right of the Union to designate one (1) Shop Steward per platoon and one (1) Chief Shop Steward from among the employees in the Bargaining Unit as indicated in ARTICLE I, Recognition. For each Steward so designated, the Union may, in addition, designate one (1) alternative Steward to perform the Steward's functions as stated below in the event the designated Steward is unavailable.

B. Shop Stewards, or duly authorized representatives, may enter City Fire Headquarters, Fire Stations, the 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.

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

D. A Shop Steward shall not suffer loss of pay when, during working hours, he is required to attend grievance hearings.

E. The authority of Shop Stewards and alternatives so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances to the City of Camden or the City of Camden's designated representative, in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers.

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.) 53:14-15(e), 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 deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising 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 reason of action taken by the City in reliance upon salary deductions

authorization cards submitted by the Union to the City or 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 charged deduction.

D. Dues Deduction and Representation Fee.

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

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

3. Legal Maximum: In order to offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the date of such legislative change.

E. Deduction and Transmission of Fee:

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

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

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

(b) 30 days after the Fire Officer begins his employment in a bargaining unit position.

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

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

as those used for the deduction and transmission of regular membership dues to the Union, as provided in this Agreement.

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

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

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

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

non-member employee to the State Board as established by N.J.S.A. 34:13A-5.6.

1. Notice to Affected Non-Member Employees

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

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

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

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

Interest Arbitration Award, then the notice shall be served by regular mail, no later than ten (10) days after the issuance of Arbitrator's Opinion and Award.

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

2. Objection to Expenditure

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

3. Notice of Demand for Refund

A non-member employee must submit to the Camden Fire Officers Association headquarters a signed and dated writing, served by registered or certified mail, stating an objection concerning the representation fee and a demand for a refund. Such objection must be postmarked no later than thirty (30) days after the non-member employee is required to tender such representation fee for the first time, or no later than thirty (30) days following each anniversary of the date that the initial representation fee was required to be paid by the non-member employee, or no later than thirty (30) days after the non-member employee knew or reasonably should have known of his or her right to demand a refund, whichever is later.

4.1 Content of Demand

The written demand for a refund shall include:

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

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

timeliness, the date of the initial communication shall be determinative.

4.2 Waiver

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

5. Acknowledgement of Demand for Refund

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

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

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

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

6. Establishment of Escrow Account

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

7. Informal Conference

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

8. Request for Formal Hearing

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

8.1 Waiver of Formal Hearing

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

8.2 Notice of Hearing

Upon receipt of the non-member employee's request to proceed to the second step of the demand and return system, the Camden Fire Officers Association, within fourteen (14) days, shall notify the non-member employee, by registered or certified

mail, of the scheduled hearing date. Except where both parties mutually agree to a later date, said hearing shall be scheduled no later than thirty (30) days after the receipt of the non-member employee's request to proceed.

8.3 Composition of Hearing Board

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

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

8.4 Rights of Parties

(a) Both the Camden Fire Officers Association and the objecting non-member employee shall have the right to their own counsel, the cost of such counsel to be borne by the respective parties.

(b) Not less than fourteen (14) days prior to the

initial hearing date both the Union and the non-member employee shall notify each other, and the Hearing Board, in writing, as to whether or not they will be represented by counsel at the hearing, and if so, the identity of such counsel.

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

8.5 Burden of Proof

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

8.6 Conduct of the Hearing

The Hearing Board shall have the authority to:

- (a) Consolidate two or more objections into a single proceeding;
- (b) Administer oaths and affirmations;
- (c) Limit lines of questioning or testimony which are repetitive, cumulative or irrelevant; and
- (d) Generally regulate the course of the hearing and, if appropriate or necessary, exclude

persons or counsel from the hearing for contemptuous conduct and strike all related testimony of witnesses refusing to answer any proper question.

8.7 Hearing Board Decisions

(a) After due deliberations, the Hearing Board shall render its decisions no later than thirty (30) days after the close of the hearing.

(b) Such decisions shall be in writing and shall include findings of fact and conclusions of law.

(c) All parties to the hearing and the State Board shall be sent a copy of the decision by regular mail.

9. Appeal of Hearing Board Decision

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

10. Compliance with Law

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

F. Non-Discrimination

1. Nothing herein shall be deemed to require any non-member employee to become a member of the Camden Fire Officers Association.

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

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

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

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

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

ARTICLE 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 connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and

express terms hereof are 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.

D. As of January 1, 1980, employees assigned to staff positions shall receive the shift differential provided for in ARTICLE V.

ARTICLE V

WORK WEEK AND OVERTIME

A. Work Week

1. The present work schedule shall be continued in effect for the duration of this contract.

B. Overtime

1. Any approved work assignments which requires the presence of a Fire Officer beyond his 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
16-30 minutes	-	one-half (1/2) hour compensation
31-60 minutes	-	one (1) hour compensation, and thereafter in one-half (1/2) hour segments for all time worked.

3. Fire Officers can be required to work overtime in the event of an emergency.

4. Overtime shall be distributed as equitably as may be practical within the Bargaining Unit.

5. When overtime is required under minimum manning or in an emergency in a given unit, officers of the same rank shall be recalled if possible.

C. Call-Up

1. In the event of a state of emergency declared by the Mayor or a designee, as a result of an emergency where, in the opinion of the Mayor, or his designee, there is adequate time for the marshalling of forces, preferences in call-up shall be given to Camden Fire Department Officers rather than others on mutual aid. In the event of such call-up, the employees shall be guaranteed a minimum of three (3) hours straight time pay, but may be required to remain on duty for that three (3) hour period.

2. Officers on duty will be provided with \$2.50 during any normal mealtime period occurring during such riot or civil disturbance, in lieu of being provided with the meals as heretofore.

D. Differentials

1. Effective January 1, 1987, the shift differential of six (6%) percent shall be added to the base wage rate provided for in Article XXIII for all officers.

2. Effective January 1, 1987, shift differentials paid to fire officers covered by this Agreement shall be terminated. Fire officers shall no longer receive shift differential for work on the night shift.

ARTICLE VI

VACATION

A. Annual vacation shall be granted strictly in accordance with department seniority in the Platoon and Battalion assigned for Captains and within the Platoon for Battalion Chiefs. The number of men who may be on vacation at the same time shall be determined by the Business Administrator or his designee. Annual vacations shall be granted strictly in accordance with department seniority on a rotation basis in the platoon. Each officer shall pick four (4) days off for a vacation choice, beginning with the most senior officer and ending with the least senior officer in rotation. All vacations shall be scheduled; if an officer fails to schedule all his vacation, that officer is subject to the fifteen (15) day vacation carryover. The vacation selection shall be done by March 1 (as soon as possible in 1987). This process shall follow through until requested vacation time for each officer has been logged. Annual vacation leave shall be granted within the platoon for the Battalion Chief and shall be completed on the same rotation basis. Exchanges of time may be made through mutual agreement of both parties subject to superior officer approval. Unallocated time shall be scheduled on a first come, first serve basis.

B. Effective January 1, 1984, vacation shall be granted for continuous uninterrupted service computed from the last date of hire according to the following schedule:

0 to 1 year	-	10 days prorated
2nd through 5th year	-	13 days per year
6th through 12th year	-	18 days per year
13th through 16th year	-	20 days per year
17th through 19th year	-	21 days per year
20th year or more	-	23 days per year

C. Effective January 1, 1985, vacations shall be granted for continuous uninterrupted service computed from the last date of hire according to the following schedule:

0 to 1 year	-	11 days prorated
2nd through 5th year	-	14 days per year
6th through 12th year	-	19 days per year
13th through 16th year	-	21 days per year
17th through 19th year	-	22 days per year
20th year or more	-	24 days per year

D. Vacation time must be taken in the year earned. If the Business Administrator or his designee certifies that it cannot be taken in the year earned, the Fire Officer shall have the option to be paid in kind or to take the vacation in the following calendar year.

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

F. Notwithstanding any provision to the contrary, an employee may accumulate fifteen (15) days vacation to be carried over in the following calendar year not to exceed a total accumulation of fifteen (15) days.

ARTICLE VII

HOLIDAYS

A. Effective January 1, 1983, Fire Officers shall receive twelve (12) paid holidays per calendar year.

B. Effective January 1, 1986, Fire Officers shall receive thirteen (13) paid holidays per year.

C. Any other paid holidays shall be such holidays as are declared by the Mayor of the City of Camden, Governor, or the President of the United States.

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

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 years 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. A maximum of eight (8) sick days per year may be utilized for family illness purposes; additional days for family illness may be allowed in the case of hospitalization of family member or catastrophic illness or accident.

3. If an employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his 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 Workmen's Compensation or other similar plan.

B. Amount of Sick Leave

1. Effective January 1, 1983, any officer covered under this contract will receive seventeen (17) paid sick days each year of the contract, and these shall be cumulative.

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.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the office designated by the Chief of the Department shall be notified prior to the employee's starting time.

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

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

D. 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 the illness. 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 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 normal duties and that his return will not jeopardize the health of other employees.

4. Any Officer covered under this contract who is on extended sick leave shall not be transferred to the Office of the Chief of the Department for the sole purpose of using up his accumulated sick leave faster than normal. If an Officer is transferred to the Office of the Chief of the Department, then, said Officer shall use his sick time at the rate at which it was earned.

5. Employees retiring on either Age and Service or Disability Pension shall be paid a lump sum payment of supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement. The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) of the daily rate of pay for each day earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation shall exceed \$12,840.00.

6. Employees intending to retire on either Age and Service or Disability Pension shall accordingly notify the Business Administrator, or his designee, sixty (60) days prior to the date of which said retirement is to become effective.

7. In the event of death, said monies are to be paid to the member's estate.

ARTICLE IX
INJURY ON THE JOB

A. Any employee sustaining injuries within the scope of his duties for the City, which are compensable under the Workmen's Compensation Act, but which do not prevent him from performing his usual duties, shall suffer no loss of wages, if it is required that he visit the office of the City designated physician for the purpose of obtaining further treatment during working hours.

B. Subsequent to ninety (90) days on such leaves, all differential payments to the employee shall cease.

C. The full amount of injury leave (temporary disability) payments received under this Article shall be deemed and considered "compensation payments" 34:15-40 of the Worker's Compensation Act and shall be part of the worker's compensation lien of the City.

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

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

If such employee receives or recovers a money judgment or money settlement from the third party or his insurer, the employee shall within ten (10) days of the recovery, notify the City Attorney or his designee in writing and report the total amount of such recovery, the amount of attorneys fees 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 (temporary disability) payments and/or medical payments as hereinafter provided. If the total sum recovered by the employee exceeds the sum of the injury leave (temporary disability) payments and/or medical payments, the employee shall reimburse the City an amount equal to the sum of the injury leave (temporary disability) payments and medical payments, less a pro rata share of attorneys fees and less costs of suit not to exceed \$200.00. A pro rata share of attorneys fees is the ratio of the entire attorneys fees 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 attorneys fees paid and less costs of suit not to exceed \$200.00. PROVIDED HOWEVER that if the third party or his 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 of from such portion of the obligation paid to the City as the case may be.

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 shall be dismissed from service.

ARTICLE X

LIMITED DUTY ASSIGNMENT

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

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

ARTICLE XI

MAINTENANCE OF STANDARDS

A. All conditions of employment now in effect as a result of current ordinances and resolutions, including those provisions of the RULES AND REGULATIONS AND THE MANUAL OF INSTRUCTIONS of the Camden Fire Department which are currently in force, shall be maintained, and conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

B. The City will furnish the Camden Fire Department with an up-to-date set of rules and regulations, and the City will keep the rules and regulations current.

ARTICLE XII
RULES 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 shall be furnished to the Union and opportunity for the discussion of the rules and regulations shall be afforded to the Union.

B. The Union shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation and furnishing of same to the Union 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 rule or regulation in accordance with ARTICLE XVI.

C. It is understood that employees shall comply with all said Rules and Regulations. Employees shall promptly and efficiently execute the instructions and orders of Officers and Superiors. 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 a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an official or other Superior, the City shall have the right, at its option, to suspend, or discharge, the offending employee or employees, subject only to the right of the employee or employees, to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

E. The formulation of new rules or regulations shall be, without limiting the prerogatives or rights of the City of Camden, effectuated after consulting with the Union.

ARTICLE XIII

MINIMUM MANNING

A. Management shall have the right to determine the number of Companies and the amount of apparatus to be utilized within the City.

ARTICLE XIV

NON-DISCRIMINATION

A. The City of Camden and the Union agree not to discriminate against any individual with respect to hiring, promotion, compensation, terms or conditions of employment, because of such individual's race, color, religion, national origin, sex, political beliefs or union activities.

B. The City of Camden and the Union agree that there will be no discrimination by the City or the Union against any employee because of his or her membership or non-membership in the Union, or because of any employees lawful activity or refusal to participate in any lawful activity or behalf of the Union.

ARTICLE XV

NO-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 willful absence of any employee from his position, 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 such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of 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 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 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 this Agreement.

C. Steps of the Grievance Procedure

Grievance Machinery. All grievances or disputes arising under the terms of this Agreement shall be handled in the manner provided by this Section.

Step One:

- (a) 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 the differences between the aggrieved employee and the Chief of the Department or his designee for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievance to the Chief of the Department shall be in writing. The Union Steward may be present at all times when an employee is adjusting a grievance with the City.
- (b) The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt of the grievance.

Step Two:

- (a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the aggrieved or the Union, signed by the aggrieved, and filed with the Business Administrator (or his representative) within five (5) days following the determination by the Chief of the Fire Department. The Union Steward and/or Business Agent may be present at all times during this step.
- (b) The Business Administrator (or his representative) shall render a decision in writing within five (5) days from receipt of the grievance.

Step Three:

- (a) In the event the grievance has not been resolved

through Step Two, then within five (5) days following the determination of the Business Administrator, the matter may be submitted to the American Arbitration Association for arbitration. An Arbitrator shall be selected pursuant to the rules of the A.A.A.

- (b) However, no Arbitration Hearing shall be scheduled sooner than thirty (30) days after the final decision of the Business Administrator. In the event the aggrieved elects to pursue Civil Service procedures, 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.
- (c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to those facts which were presented to him as being 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 thereof. The decision of the Arbitrator shall be final and binding upon the parties.

- (d) The cost of the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
- (e) The Arbitrator shall set forth the findings of fact and reasons for making the Award within thirty (30) days after conclusion of the Arbitration Hearing, unless otherwise agreed to by the parties.
- (f) Upon the request of the Union, the City shall supply non-confidential information relating to the specific grievance with regard to which such information is requested.

ARTICLE XVII

DISCHARGE OR SUSPENSION

A. No employee may be dismissed, suspended, or disciplined, except for sufficient cause in accordance with the rules and regulations of the Civil Service Commission.

B. No Officer shall be suspended without pay for any departmental charges or for the commission of a Disorderly Persons Act violation without a Departmental Hearing in accordance with the procedures presently in force and no later than thirty (30) days from the date of the service of the charges.

C. For any other criminal violation, the Business Administrator shall have the right to immediately suspend any employee, subject to the hearing provisions aforementioned.

ARTICLE XVIII

LEAVE OF ABSENCE

A. A Leave of Absence, without pay, may be granted for good cause to any employee who has been employed for at least ninety (90) days.

B. While on such leave, the employee shall not engage in gainful employment without the prior written consent of the Business Administrator.

C. The President and one (1) duly elected delegate are to be excused for the tour of duty to attend the monthly state meetings, the New Jersey State Fire Fighters Convention, and the International Conventions and the executive committee excused to attend monthly local meetings of approximately four (4) hours.

D. Any Officer covered under this contract who is a duly elected delegate of the Camden Firemen's Credit Union shall be granted time off to attend a yearly convention, not to exceed, however, two times per year.

E. Civil Service examinations for positions in the City of Camden may be taken by Officers. Men may be excused from duty for the period of the examinations, and such travel time to the examination site as necessary, and suffer no loss of regular pay thereby.

F. All special leaves shall be reported to the Officer in command of the respective District or Battalion.

G. The President of the Camden Fire Officers Association, Local 2578, may have up to two (2) days administrative leave per week when required for union business. The president shall advise the chief in advance of the use of the day and for the amount of time necessary for the union business. It is understood that these two days are not accumulative.

ARTICLE XIX

REPORTS 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 appropriate City authorities until 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 XX

RETIREMENT

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

B. Effective January 1, 1979, terminal leave shall be paid at the rate of one point one (1.1%) percent of the last year's salary multiplied by the number of years of service.

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

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

E. When an Officer retires, he shall be paid on a prorated basis for all the months that he worked during his final year as stated in the various provisions of this Agreement.

F. 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.

ARTICLE XXI
CLOTHING ALLOWANCE

A. Effective January 1, 1979, all employees shall receive a clothing allowance of \$850.00 per year for the purchase of clothing which shall be payable in semi-annual installments, the first regular payday of January and July.

B. No clothing allowance shall be paid to any person who shall be absent on any leave of absence without pay for six (6) months or more.

C. Effective September 1, 1984, Fire Officers shall not be required to wear dress uniforms to and from work, but Fire Officers shall be required to maintain said dress uniforms.

D. Effective January 1, 1987, \$650.00 of the clothing allowance shall be included in the base wage rate. This inclusion will occur after the addition of shift differential to base wage rate pursuant to Article V, Section D.

E. Effective January 1, 1988, all employees shall receive a clothing allowance of \$200.00 per year, which shall be payable in January of each year.

ARTICLE XXII

INSURANCE

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

B. Effective September 1, 1984, there shall be a \$100.00 medical insurance deductible for individual coverage and a \$200.00 medical insurance deductible for family coverage under the Health Benefits Program.

C. Effective January 1, 1985, the City will implement an eyeglass insurance program with the City providing \$50.00 per officer per year.

D. The employer reserves the right to change its current Health Benefits Program, so long as substantially similar benefits are provided.

E. When an employee retires at age 65 or reaches the age of 65 and has his hospital plan supplemented by Medicare, the employer will reimburse the employee for the cost of the Medicare plan.

F. When an Officer covered under this contract retires, his hospitalization plan paid by the City of Camden shall be maintained by the City until the Officer reaches age 65.

3. Effective January 1, 1989, Officers covered under this contract shall receive a 6.25% increase in base wage. The following salary scale shall be in effect as of January 1, 1989:

Fire Captains	\$38,642.00
Supervising Fire Prevention Specialist UFD	\$41,691.00
Fire Battalion Chief	\$42,096.00
Fire Official UFD/Fire Protection Subcode Official	\$45,144.00

B. The parties agree that, in the event the Consumer Price Index for the Delaware Valley shall, in any given year of this Agreement, reach or exceed eighteen (18%) percentum then, and in that event, the salary provisions of this Agreement shall be reopened for possible renegotiation.

ARTICLE XXIV

LONGEVITY

A. Effective January 1, 1979, all Superior Officers shall receive for continuous service, and in accordance with their base salary, longevity payments.

B. Longevity payments shall be paid in January of the year following the year upon which said payment was based.

C. For the duration of this contract, the amount of longevity shall be equal to the following percentages of the base salary rate:

From 0 through 4th year	0%
From 5th through 9th year	3%
From 10th through 14th year	4%
From 15th through 19th year	5%
From 20th through 21st year	6%
From 22nd through 24th year	7%
Over 24 years	8%

D. When an Officer retires, he shall be paid on a prorated basis for all the months that he worked during his final year.

ARTICLE XXV

PAY PERIOD

A. Officers shall be paid every two (2) weeks for a period of fifty-two (52) weeks in accordance with the provisions of the City Ordinance.

ARTICLE XXVI
STATEMENT OF EARNINGS

A. Each employee shall be timely provided with a statement of gross earnings, and an itemized statement of all deductions made for any purpose.

ARTICLE XXVII

EDUCATION PROGRAMS

A. Officers shall be paid \$10.00 per credit completed of approved education courses. A certificate of successful completion shall be submitted before any payment will be made.

B. The Business Administrator shall not unreasonably withhold approval for job-related courses.

C. Payments made pursuant to this Article shall be paid in January of the year following completion of the course for which payment is sought.

D. Payments under this Article, for courses completed subsequent to January 1, 1979, shall only be for courses which are job-related.

ARTICLE XXVIII

MUTUAL EXCHANGE OF TOURS

A. With prior approval of their respective Superior Officers, an Officer may exchange his tour of duty with that of another Officer provided that both men are of the same rank or capacity.

B. This mutual exchange shall not be abused by the employees involved, and shall not be construed as permitting any other substitution, but that of two (2) men of equal rank exchanging tours of duty with each working the full tour of the other.

ARTICLE XXIX

PROMOTIONAL EXAMINATIONS

A. The City agrees that when it determines that sufficient vacancies exist, it will request the Civil Service Commission to administer a promotional examination.

B. Promotions shall be in accordance with Civil Service rules and regulations.

C. The City agrees to make reasonable efforts to mitigate the number of permanent vacancies filled by acting appointments.

ARTICLE XXX
BULLETIN BOARDS

A. The City shall permit Camden Fire Officers Association Local 2578, International Association of Fire-Fighters, reasonable use of existing bulletin boards in each Fire House for posting notices relating to meetings and official business of the Union. No notice shall be posted until it has been submitted to the Business Administrator for his approval and shall contain only matters of official business and shall be non-political in nature.

ARTICLE XXXI
OUT OF TITLE WORK

A. The practice of appointing employees to higher ranks in an acting capacity is discouraged.

B. The City retains the right to require an employee to act in a higher-ranking capacity, notwithstanding the above policy. However, in the event that an Officer is requested to act in such higher-ranking capacity, as aforesaid, he is to receive pay commensurate with that higher rank beginning with the first day and thereafter.

C. The City undertakes that it will not transfer an individual out of such higher-ranking capacity for the sole purpose of denying him the higher pay.

ARTICLE XXXII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding of the 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.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any 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 XXXIV

EXTRA-CONTRACTUAL

A. The parties to this contract agree that they shall not enter into any agreement or contract or negotiations therefore with any individual or group of individuals which agreement or contract or negotiations therefore are outside of the scope of this contract. The parties further agree that any such extra-contractual agreement shall be null and void.

ARTICLE XXXV
BEREAVEMENT LEAVE

A. Employees shall be granted special leave with pay because of a death in his immediate family, including relatives residing in the same household; or the death of a grandmother, grandfather, son-in-law, daughter-in-law who reside 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) days due to the death of a spouse, provided that such spouse shall leave surviving a minor child or children; otherwise, such leave shall be for a period of ten (10) days.

F. Notwithstanding any provision of this Article, special funeral leave with pay shall be granted for a period of ten (10) 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 XXXVI

UNIFORMS

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

ARTICLE XXXVII

TRAVELING EXPENSES

A. All employees traveling outside of the City on official business, at the explicit direction of the Chief of the Fire Department, shall be paid for all reasonable expenses incurred in such travel. The City endeavors to provide an automobile and/or gasoline for such travel and when such automobile and/or gasoline is not provided, shall pay the employee twenty (\$.20) cents per mile for such travel.

ARTICLE XXXVIII
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1987, and shall continue in effect to and including December 31, 1989.

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 have hereunto set their hands and seals this 23rd day of June, 1988.

LOCAL 2578, CAMDEN FIRE OFFICERS
ASSOCIATION, INTERNATIONAL
ASSOCIATION OF FIRE-FIGHTERS

By: Robert C. Leary

Witness: A. J. [Signature]

CITY OF CAMDEN

By: [Signature]

Witness: Sorothy A. Handy