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A G R E E M E N T

BETWEEN

CITY OF CAMDEN

AND

CAMDEN COUNCIL #10

NON-SUPERVISORY EMPLOYEES

JANUARY 1, 1993 - DECEMBER 31, 1995

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AGREEMENT

between

CITY OF CAMDEN

and

CAMDEN COUNCIL NO. 10

NON-SUPERVISORY EMPLOYEES

PREAMBLE

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

ARTICLE I
RECOGNITION

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

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

ARTICLE II

CHECK OFF AND AGENCY SHOP

- A. The City agrees to deduct Council 10 monthly dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of Council 10 and the appropriate deductions of all employees shall be remitted monthly to the Treasurer of Council 10 together with a list of the names of all employees for whom the deductions are made. Remittance shall be made by the 10th day of the month immediately succeeding the month in which the deductions are made.
- B. Any written designation to terminate the deduction of Council 10 dues must be received in writing by the City and Council 10 and filing of notice of withdrawal shall be effective to halt deductions as of January 1, or July 1, next succeeding the date on which the notice of withdrawal is filed.
- C. The City agrees to deduct an amount equal to Council 10's initial membership fee from an employee's wages, upon proper notice by Council 10 to the City, and remit it, forthwith, to Council 10.
- D. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each

employee whose title is covered by this Agreement and who is not a member of the Union.

- E. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- F. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.
- G. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.
- H. The Employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which said deductions were made, along with a list of the names of all employees for whom the said deductions were made.
- I. The Union shall established and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2) and (C) and (3) (L. 1979, c. 477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE III

SENIORITY

- A. Except where New Jersey Department of Personnel regulations require otherwise, the employee with the greatest amount of seniority shall be given preference provided the employee has the ability to perform the work as it pertains to demotions, layoffs, recalls, vacation schedules, shift assignments, sectional assignments and holidays.
- B. In cases of equal seniority, preference will be given to qualified veterans before non-veterans.
- C. Seniority for all purpose is defined as the accumulated length of continuous service with the City computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year.
- D. The City shall maintain an accurate, up to date seniority roster showing each employee's date of hire, classification and pay rate and shall be made available to Council 10 upon reasonable request. The employment records of the City of Camden shall be deemed compliance with this section.

ARTICLE IV
WORK SCHEDULES

- A. The regularly scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for employees in continuous operations as set forth hereafter.
- B. The regular starting time of work shifts will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of Council 10. This section shall not apply to call-ins or overtime, but shall not be utilized to deprive any employee of cash payment for overtime.
- C. Where the nature of the work involved requires continuous operations on a twenty-four (24) hours per day, seven (7) days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, wherever practical, on a rotation basis, that all employees in a given title will have an equal share of Saturdays and Sundays off, distributed evenly throughout the year.
- D. Where more than one (1) work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority, provided such

employee is qualified to perform the job. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made. In no instance where preferences are to be exercised will a senior employee be required to wait longer than one (1) year after such contingency occurs.

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

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

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

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

G. Whenever an employee is delayed in reporting for a scheduled work assignment, he/she shall endeavor to contact a supervisor in advance, if possible. An

employee who has a reasonable excuse and is less than fifteen (15) minutes late shall not be denied the opportunity to work the balance of his/her scheduled shift.

ARTICLE V

OVERTIME

Overtime payments shall be made in accordance with the Fair Labor Standards Act unless otherwise stated in this contract.

- A. Overtime refers to any time worked beyond the regular hours of duty, as presently scheduled, and is granted only when the employee is ordered to work by a supervisor. Overtime worked will be paid at the rate of time and one-half for holidays and Sundays or the seventh day when these days are not part of the employees regular work week. Said overtime must be granted in writing by the Supervisor directing the same prior to the employee commencing work or in case of emergency, as soon thereafter as possible.
- B. Overtime work will be distributed as equally as possible, among employees with the same classification. A list of employees will be maintained showing overtime offered by the City to the employees in a given title. If overtime is worked the employee at the top of the list working the overtime will go to the bottom. Anyone offered overtime who is excused from such work shall have his name placed at the bottom of the list. Nothing in the Article shall impair the right of the City to require an employee to work overtime and an employee shall not, without reasonable justification, be permitted to refuse to work overtime when requested.

- C. Overtime shall be paid currently or at least no later than the second pay period after the overtime is performed.
- D. No employee shall have his work schedule or regular day off schedule changed for the purpose of avoiding payment of overtime at any time. No work shifts will be changed without first having discussed such changes and the needs for same with Council 10.
- E. The employer shall not reduce the work crew for the purposes of avoiding payment of overtime. This section shall not infringe upon the City's right to eliminate positions for economy reasons, subject to the rules of Civil Services.
- F. The City and Council 10 agree that in lieu of cash payment for overtime provided in this agreement, employees who are not exempt from the Fair Labor Standards Act (FLSA) may opt to accept comp. time. The comp. time shall be accumulated at straight time for those hours up to forty (40) hours per week and any hours over forty (40) in that week shall be at one and one-half (1 1/2) times, as well as circumstances set forth in Paragraph A, for which overtime is paid at time and one half (1 1/2). In no case shall comp. time accumulated exceed 240 hours. Any time accumulated shall be utilized by the employee as approved by the department head within two years. Any time not used or still to the employees'

credit when they leave the City's employment shall be paid at the higher of either the employees' rate at that time or the average three year rate prior to payment.

Regardless of other provisions of this agreement, the City and any employee shall have the right to utilize a time off plan for work needed beyond the normal scheduled work day. This plan shall enable employees to work special assignments provided that such time worked will be taken off from the regular scheduled work hours within that same pay period. Any such hours which may cause the employee to work more than forty (40) hours per week shall be taken off at time and one-half (1 1/2).

Employees who are exempt as per the FLSA shall be entitled to work as stated in Section A of this Article or opt to work for straight time for comp. time or for time off plan, unless otherwise agreed to by the Collective Bargaining Unit and the City.

ARTICLE VI
CALL IN TIME

- A. No employee shall be requested to return to work, after or before his regularly scheduled shift, for less than four (4) hours. In the event the employee shall be called into work one (1) hour or more he/she shall be paid for four (4) hours. If the employee shall work more than four (4) hours, he shall be paid for a full days work. If the four (4) hour period overlaps with the regularly scheduled shift the employee shall receive additional pay only for that part of the four (4) hour period occurring prior to the start of the regular shift. It is understood that the City has the option of directing such employee to perform duties other than those for which he/she was called for the full four (4) hour period.
- B. This Article shall be construed with ARTICLE V on overtime for days and hours as set forth in ARTICLE V concerning hours, holidays and Sundays.
- C. Employees of Municipal Court shall be granted a minimum of four (4) hours overtime for working Court at night in such circumstances where the schedule calls for them to finish their normal work day and report back after an hour or more has elapsed.

ARTICLE VII

RATES OF PAY

- A. Rates of compensation provided for in these regulations are fixed on the basis of full-time service in full time positions. If any position is, by action of the City established on a basis of less than full-time service, or if, with approval of the City, the incumbent of any full-time position is accepted for employment on a part-time basis only, the rate of compensation provided for the position, (unless otherwise stated) shall be proportionately reduced in computing the rates of compensation payable for part-time service.
- B. Nothing contained herein shall prevent the City from giving any employee covered by this Agreement a raise, providing advance notice of such intention is given to Council 10 a reasonable length of time prior to such action being taken.
- C. The salary ranges authorized under this Agreement shall be interpreted as exclusive of any bonus payments or longevity pay as set forth herein.
- D. During the term of this Agreement the pay scales will not be reduced unless by mutual consent of both parties.

- E. Any employee who performs work in a higher paid classification than his own shall be temporarily assigned and certified for such payment for such work: In the "A" or white collar unit, any employee working in excess of ten (10) days in a higher title in any calendar year, or in excess of thirty (30) days, in the aggregate, over the term of this contract, shall be paid at the rate of pay of such higher title. Such rate of pay shall be at the first increment level exceeding his present salary level.
- In the "B" or blue collar unit, each day that an employee performs work in said higher classification, with any prior accumulation of time, the employee shall be paid the rate of pay for the higher title.
- Whenever a Communications Clerk is required to work in the capacity of Communications Operator, the employee shall be paid the rate of pay applicable to Communications Operator for each hour worked in that classification.
- F. An employee shall be paid the rate of pay for his own classification when performing work of a lower paid classification.
- G. All employees working on demolition shall be paid an adjustment of \$2.06 per hour in 1993, \$2.27 per hour in 1994, and \$2.50 per hour in 1995, for each hour worked on a demolition site actually engaged in the

demolishing of the building and as certified by the
Director of Public Works.

ARTICLE VIII

SALARIES AND INCREMENTS

- A. Annual salaries and rates of pay established for each title covered by this Agreement pursuant to the Salary and Wage Ordinance of the City of Camden in effect on the date of this Agreement shall be increased during the term of this Agreement as follows:
- 1993 - 27th pay which shall be added to the base effective January 1, 1994.
 - 1994 - 4% increase on base effective January 1.
 - 1995 - 4% increase on base effective January 1; additional 1% increase on base effective July 1.
- B. When an employee changes title, their salary shall be adjusted to receive the same salary step as they held in their former title. This shall be effective for all titles created after September, 1987 on the effective date of the title change. All titles existing previously shall take effect January 1, 1988. Employees will be evaluated no later than ninety (90) days in the title. Employees whose performance is considered unsatisfactory during this working test period may be returned to their previous job title at the end of the ninety (90) day working day period.
- C. In those circumstances where the City (1) creates a new job title and (2) fills that title with a person not previously in the employ of the City of Camden, the City of Camden shall negotiate the title and salary

with the union but may create one salary for the title
in lieu of a salary range.

ARTICLE IX
LONGEVITY PAY

A. Longevity Pay will be granted annually, and shall become payable on or before the 15th of December in each year earned, in a separate check to all employees covered by the Agreement who have completed at least five (5) full years of continuous full-time service on that date, or have completed the proper number of additional years for additional payment, as per the following schedule:

- From 5 to 9 years of service.....3 percent of annual base pay.
- From 10 to 14 years of service.....4 percent of annual base pay.
- From 15 to 19 years of service.....5 percent of annual base pay.
- For 20 years of service.....6 percent of annual base pay.
- From 21 to 23 years of service.....7 percent of annual base pay.
- For 24 and more years of service....8 percent of annual base pay.

B. TO RECEIVE LONGEVITY PAY, an employee must be in a paying status as of January 1st of any year hereunder when longevity is to be paid. The date of payment shall be on or before the 15th of December in each year earned. If an employee leaves the service of the City after January 1st, but prior to December 31st, in good standing, such employee will receive longevity pay based on their length of service, prorated, and paid at

time of termination. The aforesaid percentages are payable each year of this Agreement.

- C. Any employee who is *terminated by the City through layoff or any other means and is thereafter hired by the City under any Federal or State grant program such as CETA, subsequently, is rehired by the City and returned to the regular City payroll, shall be considered a continuous employee and shall be credited for such time spent working for the employer under the externally funded program, without loss of longevity, seniority, vacation, sick time, or any other benefits. CETA time, etc. to be calculated towards longevity.
- *Those persons who terminate their services through retirement and-or layoff, quit or resign or are terminated for disciplinary reasons will not be eligible.

ARTICLE X

HOLIDAYS

- A. The following are recognized paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, General Election Day, the Friday before Labor Day and the Friday after Thanksgiving.
- B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his/her vacation period.
- C. It is understood that there shall only be one day of celebration in the event a holiday is celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration.
- D. When the City, Governor of the State of New Jersey or the President of the United States, declares a holiday for all City Employees, in addition to those set forth above, those who were required to work on such

additional holidays shall be covered by the compensatory time provision as set forth in Article V.

- E. In order to be eligible for holiday pay, the employee must work the workday immediately preceding and immediately following the holiday, unless the absence is excused by the Department Head or the employee is using bona fide sick time, approved vacation time, or other approved contractual leave.

ARTICLE XI

VACATION

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

(1) New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. If an employee commences work after the 23rd day of the month, no vacation accrues to the employee for that month.

After the initial month of employment and up the end of the first calendar year, employees shall be credited with one working day for each month of service.

After 1 year and up to 10 years of service	=	15 working days vacation
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After 10 years and up to 15 years of service	=	18 working days vacation
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After 15 years and up to 20 years of service	=	20 working days vacation
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After 20 years and up to 23 years of service	=	23 working days vacation
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After 23 years of service, additional working days vacation per year not to exceed 30 working days vacation total.

- (2) Vacation days earned in the current year may be carried into the succeeding year without requiring approval. However, carried over days must be scheduled by March 31st of the succeeding year to avoid loss of those days.
- (3) The City retains the right at any time during the term of this Agreement to convert days into hours. At such time of conversion all accumulated vacation time shall be converted to hours as follows:

White collar employees: 1 day = 7 hours.
Blue collar employees: 1 day = 7 hours.
- (4) Upon separation from employment, an employee shall be entitled to vacation allowance for the current year prorated on the number of months worked in the calendar year in which the separation becomes effective and any vacation leave which he/she may have carried over from the preceding calendar year.
- (5) If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his/her estate.
- (6) When the vacation allowance for an employee changes, based on his/her years of service, during any calendar year the annual allowance shall be computed at the new rate.

- B. (1) Employees covered by this Agreement shall be required to submit only one choice per vacation request when requesting vacation leave.
- (2) Seniority as outlined in Article III shall prevail when questions arise concerning vacation scheduling, if requests are made prior to March 31st.
- (3) Employees shall be allowed to take vacation in two (2) weeks or more time frames if they have accumulated enough days to accommodate such request, upon the Department Head's approval of an absence of that length. This approval shall not be arbitrarily withheld.

ARTICLE XII

SICK LEAVE

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

- (1) New employees shall receive only one working day for the initial month of employment if they begin work on the 1st through 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. If an employee commences work after the 23rd day of the month, no sick leave accrues to that employee for that month.

After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with eighteen (18) working days sick leave. If any such employee required none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein is defined to mean absence from

duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, a short period of emergency attendance upon a member of his/her immediate family critically ill and requiring the presence of such employee.

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

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

- (3) The immediate supervisor may, in his discretion, at any time require the employee seeking sick leave, or on return from sick leave, to submit acceptable medical evidence or undergo a physical examination. If the sick leave is not approved the time involved during which the employee was absent shall be charged to the employee's vacation time, with his/her approval; otherwise the employee shall suffer loss of pay for such time.
- (4) Any employee who does not expect to report for work because of personal illness or for any other reasons included in the definition of sick leave herein above set forth, shall notify his/her immediate superior, by telephone or personal message within one half (1/2) hour of the regularly scheduled starting time.
- (5) Sick leave claimed by reason of quarantine or exposure to contagious disease shall be approved only upon presentation of a certificate from the local department of health.

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

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

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

White collar employees 1 day = 7 hours.

Blue collar employees: 1 day = 7 hours.

ARTICLE XIII
LEAVES OF ABSENCE

- A. Leaves of absence for employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise expanded herein.
- B. Military Leave of Absence: An employee who is a member of the National Guard or Reserve of the Military or Naval Forces of the United States and is required to undergo annual field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his/her Commanding Officer prior to the effective date of such leave.
- C. Employees shall be granted a leave of absence without pay for the purposes of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therewith or with the Armed Forces of the State in time of war or emergency or pursuant to or in connection with the operation with any system of selective service.
- D. (1) An employee who is temporarily incapacitated, either physically or mentally, to perform his/her duties may be granted a leave of absence without pay in accordance with Civil Service Regulations upon the presentation of such reasonable proof of

the incapacity as the employer may require. An employee shall be permitted to return from such leave of absence only upon a presentation of a certificate of fitness for work from the treating physician and after examination by a physician designated by the employer. In no event shall such leave be granted until the employee has exhausted all accrued sick leave.

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

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

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

- b. An employee performing jury duty in the Federal courts shall suffer no loss of pay and shall be permitted to retain any stipend for his services up to a maximum amount of Five (\$5.00) Dollars per day. All monies paid to the employee for Federal jury duty in excess of Five (\$5.00) Dollars per day shall be remitted to the City.
- (2) Subpoenaed to appear as a witness before a Court, legislative committee or judicial or quasi-judicial body if the appearance is as an individual and not as an employee or officer of his agency.
- F. An employee in local service shall be given time off without loss of pay when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States.
 - G. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits.
 - H. Employees who are duly authorized representatives of Council 10 shall be granted leaves of absence with pay for the purpose of traveling to and from and attending any State convention or meeting of the New Jersey Civil

Service Association. Such leave shall not exceed an aggregate period of five (5) days in any calendar year. All shop stewards, trustees, and officers of Council 10 shall be entitled to one (1) day leave of absence with pay per year for the Annual Union Seminar.

I. Maternity Leave.

- (1) An employee who is pregnant during the course of her employment with the City shall be permitted leave up to one month prior to the date of her confinement and for up to six weeks after the actual date of birth. Additional times shall be granted for reasons of the employee's individual health upon presentation of a doctor's certificate establishing the employee's disability. Employees shall be entitled to use earned and accumulated sick time during these periods in accordance with the provisions of law.
- (2) Additional leave time may be requested pursuant to Section D(2) of this article.

- J.
- (1) All full time employees shall be granted a leave of absence, not exceeding ten (10) days for the death of that employee's spouse or child.
 - (2) All full time employees shall be granted a leave of absence, not exceeding five (5) days for the death of that employee's parent, brother or sister.
 - (3) All full time employees shall be granted a leave of absence, not exceeding three (3) days for the death

of that employee's mother-in-law, father-in-law, grandparent, grandchild, son-in-law or daughter-in-law.

(4) All full time employees shall be granted a leave of absence, not exceeding one (1) day for the date of interment of that employee's aunt, uncle, brother-in-law or sister-in-law.

ARTICLE XIV
FRINGE BENEFITS

- A. (1) Any employee who suffers a temporary disability which is certified by the City Law Department as having arisen out of or in the course of employment shall be granted, for the period of such disability, a temporary leave of absence. Such leave of absence shall be with full pay for a maximum of three (3) months. Thereafter, the employee shall receive workers' compensation only.
- (2) The City Law Department shall have a period of ten (10) working days after the filing of an employee accident report to make a determination as to whether the employee disability arose out of his employment. If no determination is rendered within ten (10) working days as stated above, the absence of any determination shall be considered an approval on the part of the City of Camden that said disability arose out of the employee's employment. Any such preliminary determination is subject to reversal by a contrary decision by the Division of Worker's Compensation. This provision in no way limits the employee's legal right to challenge such determination by any legal means available.
- (3) Salary or wages paid or payable pursuant to this section shall be reduced by the amount of any

worker's compensation award granted the employee for the disability. Paid leaves of absence granted pursuant to this section shall not be charged against previously accrued sick leave or vacation time.

- B. (1) Severance Pay: There shall be paid as a part of the salary for persons in the classified service who have been employed by the City of Camden and who terminated the employment voluntarily because of a retirement program of the City of Camden or the State of New Jersey or who has passed away while in City employment or have their jobs abolished for purposes of economy and their employment terminated, in addition to their normal salary or wage, an additional sum which will be based on the number of years of service and at the said regular rate then existing for the title and increment level of such persons according to the following schedules:

5 years but less than 10 years....1 full week's pay
10 years but less than 15 years...2 full week's pay
15 years but less than 20 years...3 full week's pay
20 years but less than 25 years...6 full week's pay
More than 25 years.....10 full week's pay,
effective January 1, 1994.

- (2) Upon retirement from service to the City of Camden, in addition to the schedule as set forth

in Section B. (1) of this Article, the employee shall receive fifty percent (50%) of his/her accumulated sick time, as additional severance pay.

An employee who dies in the active employment of the City shall be entitled to payment to his estate of fifty percent (50%) of his accumulated sick time.

ARTICLE XV

INSURANCE

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

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

\$100.00 for the employee
\$100.00 for the family
\$200.00 total deduction for family

Beginning January 1, 1991, the deductible for family will be raised from \$100 per year to \$250 per year. Total deduction for family will be \$350.00.

- B. When an employee or spouse reaches age 65 and has his Hospital Plan supplemented by Medicare, the employer will reimburse the employee for the cost of the Medicare Plan.
- C. The employer agrees to provide health insurance as a supplement to Medicare for City employees with twenty (20) or more years of service, provided such coverage is permissible under legislation in effect during this Agreement.

- D. There shall be no change in the Dental Plan and Prescription Plan for City employees currently maintained and paid for by the employer except in the case of the selection of a new plan that provides equivalent or superior benefits. Such change, if any, shall be discussed with Council 10 before implementation.
- E. Employees retiring during the term of this contract shall be eligible to remain on the Dental Plan upon notification to the Health Benefits Office effective January 1, 1988 and upon agreeing to pay any increase over the 1987 premium.
- F. The City may require employees opting to utilize one of the Health Maintenance Organizations to pay the difference between the cost per enrollee of the City's Self Insured Plan and the premium cost of the H.M.O.
- G. The City will contribute \$500 on July 1 and January 1 of year toward the Union Health and Welfare Program for a Vision Plan.

ARTICLE XVI

EMPLOYEE EXPENSES

- A. Employees required to use their personal vehicle in the pursuit of proper and necessary City business, on a daily basis, shall be reimbursed \$95.00 per month which shall increase to \$115.00 per month beginning July 1, 1994, and shall be entitled to fifteen (15) gallons of City gasoline per week, for such travel. Such payment shall be made subject to written certification by the Department Head.

If an employee, based upon documentation of mileage travel on City business, utilizes more than 15 gallons of gas, additional gas will be provided by the City. Submission of documentation for prior approval by the Business Administrator through the Department Head.

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

- C. Any City employee who is authorized in writing by his Director to use his personal vehicle for any special trip in pursuit of City business shall be reimbursed at the current IRS mileage reimbursement rate.
- D. When any class of employment requires the use of specialized equipment such as uniforms, rain gear, safety equipment, and safety shoes, these shall be provided and maintained by the employer at no expense to the employees and shall be promptly replaced if worn out and/or damaged.
- E. Any class of employee not provided with work clothes but required to perform outside work or labor which calls for maintenance of personal work clothes outside of normal wear and tear, shall be given an allowance of \$180.00 per year payable the first pay in July. The City shall supply, on a yearly basis, all work clothes and uniforms which employees are required by the City to wear and shall issue all such employees with any required replacement and/or additional work clothes and uniforms. These employees shall receive a payment of \$120.00 per year in the first pay of July for maintenance.
- F. Employees using their own tools in the course of their employment shall receive a \$150.00 annual allowance.

ARTICLE XVII

DISCIPLINARY ACTIONS

- A. No employee shall be suspended, fined, demoted, discharged or otherwise disciplined except for just cause. The City shall give written notification to Council 10 when any employee is suspended, fined, demoted, discharged, or otherwise disciplined. The notification shall be submitted to Council 10 at the time written notice is given to the affected employee and shall indicate the extent and reason for the disciplinary action. No minor disciplinary action shall be implemented until after Step 3 of the grievance procedure has been concluded, if the employee files a grievance contesting the disciplinary action.
- B. Notice to be given not less than five (5) working days.
- C. No meetings shall be held between any Supervisor and any employee under this agreement, at which disciplinary action is taken or from which disciplinary action may result, without the presence and participation of a union representative, if such is requested by the affected employee.
- D. When either party determines that a hearing must be postponed, that party must notify the other at least twenty-four (24) hours in advance of the schedule time, whenever possible. Hearings are to commence at the scheduled time and time will not be granted at hearings to interview charged employee. This should be

accomplished prior to the hearing and will not be done
at time of hearing.

ARTICLE XVIII
GRIEVANCE PROCEDURE

- A. A grievance shall be any difference of opinion, controversy or dispute arising between the parties hereto, involving interpretation or application of any provision of the agreement.
- B. A grievance shall be processed as follows:
- Step 1 - The grievance shall be presented to the immediate supervisor of the employee(s) involved no later than ten (10) working days of the occurrence causing the grievance. The City's response shall be made within ten (10) days to the representative of Council 10 and the employee(s) involved by said immediate supervisor.
- Step 2 - If the grievance is not settled at Step 1, it shall be reduced to writing by Council 10 and submitted to the Department Head of the aggrieved employee(s) unit within ten (10) days of the response at Step 1. The answer to the grievance shall be in writing with copies to the employee(s) and to Council 10 and shall be made within ten (10) days of its submission.
- Step 3 - If the grievance is not settled by the preceding steps, then Council 10 shall have the right, within ten (10) days of receipt of

City's response at Step 2, to request that the Business Administrator act on the grievance. A written response shall be served on the employee(s) and Council 10 within ten (10) days after the submission of the grievance.

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

- C. The cost of fees and expense for having a grievance arbitrated shall be shared equally by Council 10 and the City. It is agreed that any Arbitrator appointed pursuant to this Agreement may not in any way alter the provisions of this Agreement. Furthermore, the right to request arbitration shall be limited to the parties to this Agreement.
- D. No disputes arising out of any question pertaining to the renewal of this Agreement or pertaining to the

terms of any renewed Agreement shall be subject to the arbitration procedures of this Article.

- E. In the event an Arbitrator shall award retroactive pay to the aggrieved employee(s), it is agreed that the wages the employee(s) may have earned elsewhere during the period covered by the award shall be deducted from same.
- F. Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee of Council 10 or its equivalent, may be present at any hearing on the individual's grievance.
- G. Council 10 will notify the City in writing of the names of its employees who are designated to represent employees under the Grievance Procedure. Employees so designated by Council 10 will be permitted to confer with other representatives, employees, and with City representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of one (1) hour per day.
- H. Agents of Council 10, who are not employees of the employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Council 10 representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress.
- I. When any agent of Council 10 is scheduled by either of the parties hereto to participate during working hours

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

ARTICLE XIX
EQUAL TREATMENT

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

ARTICLE XX

WORK RULES

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

ARTICLE XXI

SAFETY AND HEALTH

- A. The City shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.
- B. The City agrees to promptly implement a program for all Department of Public Works and Department of Utilities employees in order to train these employees to recognize and safely handle hazardous materials in the course of their daily work activities. All Department of Public Works and Department of Utilities employees shall be provided with appropriate training and periodic retraining to ensure that all employees are kept current with industry practices in this regard.
- C. The City shall supply all employees with proper identification to present to the general public while in performance of their duties.
- D. Employees not wearing or possessing the required safety items, uniforms, and/or tools provided to them shall be prohibited from working and will suffer loss of wages for any such date. All employees must satisfactorily complete required training.

ARTICLE XXII

GENERAL PROVISIONS

- A. Bulletin boards will be made available by the City, in places mutually agreeable to the City and Council 10, at each of the permanent work locations in each Department for the use of Council 10 to post Council 10 announcements and other information of a non-controversial nature.
- B. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement affected by such decision.
- C. It is agreed that representatives of City and Council 10 will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. Such meeting shall be initiated by written request of either party, which shall reflect the precise agenda of the meeting. A seven (7) day advance notice will be given Council No. 10 or the City of Camden. The parties further agree to establish a Labor-Management Committee to meet on a regular basis to discuss issues confronting the City and its work force. Topics shall include, but not be limited to, health care costs, layoffs, and training for displaced employees. **The** Committee shall be comprised of no more

than six (6) members, three (3) designated by the City and three (3) by Council No. 10. All meetings conducted pursuant to this Section shall be held at mutually convenient times.

- D. The jurisdiction and authority of the City over matters not covered by this Agreement are expressly reserved and impliedly reserved by the City.
- E. Any provisions of this Agreement found to be in violation on any future local, state or national legislation shall be subject to renegotiating by the parties to the end of insuring that such provisions are not in contradiction to any aforementioned legislation. Only those provisions in dispute shall be affected, all other terms and conditions of this Agreement remaining unaffected.
- F. The City agrees to make available to all employees during regular work hours, parking at a reduced rate in accessible parking lots within the City of Camden.
- G. The City shall be responsible for printing, in booklet form, the collective bargaining agreement within sixty (60) days of its execution by the parties. The costs of printing will be on the City. No less than 1,000 copies shall be printed with 650 supplied to the union and the remainder to be retained by the City.

ARTICLE XXIII

DURATION

- A. This Agreement shall take effect for a three year term - January 1, 1993 to December 31, 1995. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and twenty (120) days prior to the anniversary date, that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date: this Agreement shall remain in full force and effect during this period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.
- C. Any changes, modifications or amendment of any one part of this contract shall not cause a change, modification or amendment in any other part unless expressly so stated and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be enlarged, diminished or modified in any way without the express written approval of both parties.

CERTIFICATION

We, the undersigned, on behalf of Camden Council No. 10, the bargaining agent for the non-uniformed employees of the City of Camden, and on behalf of the City of Camden, duly authorized by the Revised Ordinances of the City of Camden to execute contracts, here affix our hands and seal this ____ day of October 1994 to this Certification.

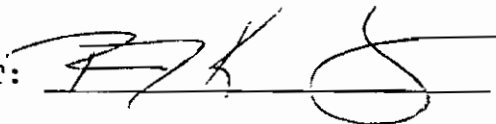
CITY OF CAMDEN

BY:



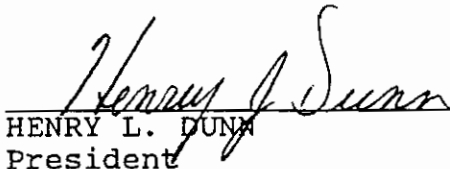
ARNOLD W. WEBSTER, PH.D.
Mayor

ATTEST:



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

BY:



HENRY L. DUNN
President

ATTEST:



DGK:ao
8-25-94

RESOLUTION RATIFYING THE AGREEMENT BETWEEN THE CITY OF CAMDEN
AND CAMDEN COUNTY COUNCIL NO. 10

WHEREAS, the City of Camden has been a part to labor negotiations with certain non-uniformed employees of the City of Camden as represented by their bargaining unit, Camden Council No. 10 (Supervisory and Non-Supervisory Employees); and

WHEREAS, the representatives of the bargaining units for both Supervisory and Non-Supervisory employees, by vote, have ratified the agreement reached after negotiations between their authorized representatives and the authorized representatives of the City of Camden; and

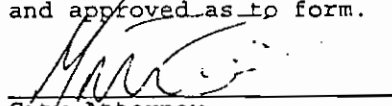
WHEREAS, said agreement is deemed to be in the best interest of the City of Camden; now, therefore

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 the non-uniformed employees of the City of Camden by their bargaining agent, Camden Council No. 10 (Supervisory and Non-Supervisory Units). 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.

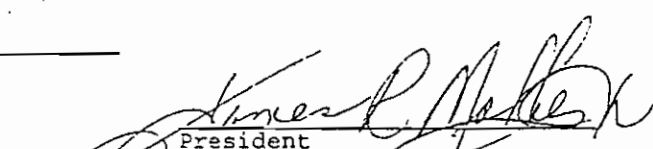
On Motion Of: ALFRED W. PALUMBO

Dated: August 15, 1994

The above has been reviewed and approved as to form.



City Attorney



President
City Council

APPROVED: AUGUST 25, 1994

ATTEST: Dorothy G. Burley
City Clerk

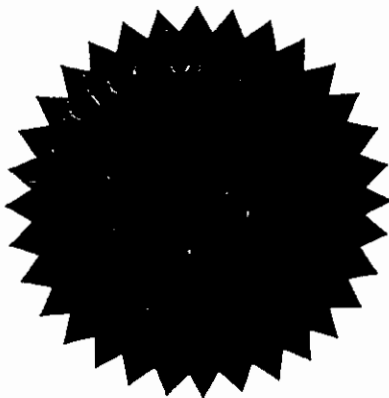


CITY OF CAMDEN

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 CAMDEN COUNTY COUNCIL NO. 10

passed by the Council of the City of Camden, New Jersey, the TWENTY-FIFTH
day of AUGUST, 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 day of SEPTEMBER..... A.D. 19 94

Dorothy A. Burley
City Clerk.

NEW JERSEY PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

Docket No. CO-95-355

City of Camden

and

SETTLEMENT AGREEMENT

Camden Council No. 10

On April 12, 1995, Camden Council No. 10 filed an unfair practice charge with the New Jersey Public Employment Relations Commission alleging a violation of the New Jersey Employer-Employee Relations Act with respect to Section 8.4.16 of the City of Camden Police Department's Rules and Regulations. The parties have now resolved this matter and agree as follows:

1. The City agrees that Section 8.4.16 of the City of Camden Police Department's Rules and Regulations shall be revised to read as follows:

8.4.16 A member who requests organizational/union representation during an investigatory interview shall be entitled to representation if the member has a reasonable belief the interview might result in disciplinary action. Every member has a right to legal counsel and/or organizational representation during a disciplinary hearing before a Hearing Officer.

2. The City further agrees to promptly disseminate the revised policy to all bargaining unit employees represented by Camden Council No. 10 and to provide Council 10 with a copy of the revised policy and verification of dissemination.

3. Camden Council No. 10 agrees that once the policy has been revised and it has been provided with verification of dissemination, the instant unfair practice charge will be withdrawn.

For the City of Camden

Kara Murray

For Camden Council No. 10

Henry J. Sun

Dated: Feb 2, 1996

Dated: Feb. 8, 1996