

A G R E E M E N T

Between

CITY OF CAMDEN, City of

COUNTY OF CAMDEN

and

CAMDEN FIRE OFFICERS ASSOCIATION

LOCAL 2578

INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS

JANUARY 1, 1978 THROUGH DECEMBER 31, 1978

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ARTICLE I
RECOGNITION

A. The City of Camden hereby recognizes 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 and Fire Captain.

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

All Superior Officers in the ranks of Battalion Fire Chief and Fire Captain.

C. Work Performed by Covered Employees Only: All work performed in any classifications 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.

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UNION PRIVILEGES & RESPONSIBILITIES CONTINUED:

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 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.

PREAMBLE

THIS AGREEMENT entered into this 1st day of January, 1978, 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 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 work hours, he is required to attend grievance hearings.

E. The authority of Shop Stewards and alternatives so

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.) 53:14-15.9e, as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized 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

DUES DEDUCTION CONTINUED:

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 changed deduction.

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

MANAGEMENT RIGHTS CONTINUED:

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.

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 assignment 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 ($\frac{1}{2}$) hour compensation;

31-60 minutes - one (1) hour compensation, and thereafter in one-half ($\frac{1}{2}$) 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

WORK WEEK & OVERTIME CONTINUED:

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, preference 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. All officers covered under this contract who work a night shift, shall receive a five (5%) percent differential on their annual base salary in 1978.

ARTICLE VI

VACATION

A. The annual vacation shall be granted strictly in accordance with seniority in the unit within the Fire Department. The number of men who may be on vacation at the same time shall be determined by the Business Administrator or his designee.

B. Vacations shall be granted for continuous uninterrupted service computed from the last date of hire according to the following schedule:

0 to 1 year	- 1 day per month
In the 2nd year through 5th year	- 15 days per year
In the 6th year through 12th year	- 20 days per year
In the 13th year through 16th year	- 22 days per year
In the 17th year through 19th year	- 23 days per year
In the 20th year or more	- 25 days per year

C. 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. Notwithstanding any provision herein to the contrary, any Fire Officer may accumulate fifteen (15) days vacation to be used in the next calendar year.

D. Notwithstanding any provision to the contrary, an employee may accumulate fifteen (15) days vacation to be

VACATIONS CONTINUED:

carried over in the following calendar year not to exceed a total accumulation of fifteen (15) days.

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 changed.

F. Any Officer covered under this contract upon retiring shall be paid for any unused vacation days, pro rated for the current year, as to the years of service. In the event of death said monies are to be paid to his estate.

ARTICLE VII

HOLIDAYS

A. Fire Officers shall receive fourteen (14) paid holidays per calendar year.

B. 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.

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

D. All payments made for accumulated holidays and vacations shall be paid at the rate of pay when earned, notwithstanding that the same is paid at the time when the pay scale or rank had changed.

E. Any Officer covered under this contract upon retiring, shall be paid for any unused holidays, pro-rated for the current year, as to the years of service. In the event of death said monies shall be paid to his estate.

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. Sick leave may also be utilized for short periods because of illness in the employee's immediate family, which requires his attendance on the family member.

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. Any Officer covered under this contract will receive twenty (20) paid sick days each year of the contract, and these shall be cumulative.

SICK LEAVE CONTINUED:

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

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

SICK LEAVE CONTINUED:

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 of 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 ($\frac{1}{2}$) 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

SICK LEAVE CONTINUED:

his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation shall exceed \$12,000.00.

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.

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 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.

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 of other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but

RULES AND REGULATIONS CONTINUED:

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.

ARTICLE XIII
MINIMUM MANNING

A. The City hereby agrees to maintain, through the duration of this contract, a complement of one (1) Superior Officer per Company.

B. The Company adhering to minimum manning standards, which shall consist of four (4) Fire Fighters, of which one (1) shall be a Superior Officer.

C. 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, compensation, terms or conditions of employment, because of such individual's race, color, religion, national origin or sex.

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

NO-STRIKE PLEDGE CONTINUED:

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

GRIEVANCE PROCEDURE CONTINUED:

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 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

GRIEVANCE PROCEDURE CONTINUED:

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 thereto. 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

GRIEVANCE PROCEDURE CONTINUED:

expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring 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 duly elected delegate are to be excused to attend the monthly state and local meetings, the New Jersey State Fire Fighters Convention, and the International Conventions.

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. Emergency leave, not to exceed one (1) day per each emergency, may be granted upon the presentation of sufficient reason to the employee's supervisor.

F. 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.

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

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, 1978, terminal leave shall be paid at the rate of one (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 for all accumulated holidays and vacation.

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 pro-rated basis for all the months that he worked during his final year as stated in the various provisions of this Agreement.

ARTICLE XXI
CLOTHING ALLOWANCE

A. Effective January 1, 1978, 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, January 1st and July 31st.

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.

ARTICLE XXII

INSURANCE

A. The City of Camden, for the life of this Agreement, shall continue its current insurance program for its employees and their families as follows:

Blue Cross

Blue Shield

Rider J

Major Medical

Dental Care

B. The employer reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

C. 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.

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

ARTICLE XXIII

SALARIES

A. The following salary scale shall be in effect for the term of this Agreement:

	<u>1/1/78</u>
Fire Captain	\$18,853
Battalion Fire Chief	\$20,570

ARTICLE XXIV

LONGEVITY

A. Effective January 1, 1978, all Superior Officers shall receive for continuous service, and in accordance with their base salary, longevity payments.

B. Longevity payments shall be paid on or before December 15 of each calendar year.

C. For 1978, 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	2%
From 10th through 14th year	3%
From 15th through 19th year	4%
From 20th through 21st year	5%
Over 21 years	6%

D. When an officer retires after June 30 he shall be paid on a pro-rated 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
EDUCATIONAL PROGRAMS

A. Officers shall be paid \$10.00 per credit completed of approved educational 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 for this Article shall be made on the 15th day of December of each calendar year.

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 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
FUNERAL 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 father, mother, grandmother, grandfather, sister, brother, father-in-law, mother-in-law, and daughter-in-law who reside elsewhere.

B. Such funeral leave shall be granted from the date of death until the first tour of duty following interment.

C. Employees shall be granted special leave with pay for a period of one (1) day due to the death of any relative not specified in this Article.

D. Notwithstanding any other provision of this Article, special funeral leave with pay shall be granted for a period of fifteen (15) working days due to the death of a spouse, provided that such spouse shall leave surviving a minor child or children; otherwise, such leave shall be for a period of ten (10) working days.

E. Notwithstanding any provision of this Article, special funeral leave with pay shall be granted for a period of ten (10) working days due to the death of an employee's son or daughter.

ARTICLE XXXVI

UNIFORMS

A. The City agrees not to change the basis 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 endeavor to provide an automobile for such travel and when such automobile is not provided, shall pay the employee fifteen cents (\$.15) per mile for such travel.

3-0543

Amendment to 1979-81 agreement

04-08

RECEIVED
CITY CLERK'S OFFICE
CAMDEN, N.J.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CAMDEN AND CAMDEN FIRE
OFFICERS ASSOCIATION, LOCAL #2578,
I.A.F.F.

JUN 16 3 41 PM '81

(Superior Officers)

IT IS HEREBY UNDERSTOOD by and between the parties to this agreement that subject to ratification of the Camden City Council, the following provisions of the Collective Negotiations Agreement (1979-1981) shall be amended as follows:

ARTICLE XXIV (LONGEVITY)

Subsection B, Article XXIV, shall be deleted, and in its place there shall be added:

(B) Longevity payments for the year 1981 shall be paid on January 8, 1982.

ARTICLE XXVII (EDUCATIONAL PROGRAM)

There shall be added to Paragraph C, Article XXVII, the following sentence:

However, payments for this Article for the year 1981 shall be made payable on January 8, 1982.

ARTICLE XIII (MINIMUM MANNING)

There shall be added to Paragraph A, Article XIII, the following sentence:

There shall be no layoffs or demotions in the fiscal year 1981 of any member covered by the Camden Fire Officers Association as a result of this agreement.

IN WITNESS WHEREOF, we set our hands and seals on this 10th day of June, 1981.

CITY OF CAMDEN
BY: [Signature]
PATRICK J. KEATING
ACTING BUSINESS ADMINISTRATOR

ATTEST: [Signature]

CAMDEN FIRE OFFICERS ASSOCIATION
BY: [Signature]
KENNETH CLARK
PRESIDENT

ATTEST: [Signature]

The above has been reviewed and approved as to form.

[Signature]
LAURENCE E. ROSOFF
CITY ATTORNEY

LIBRARY
Institute of Management and
Labor Relations

SEP 01 1981

RUTGERS UNIVERSITY

X January 1, 1979 - December 31, 1981
includes amendment dated June 10, 1981.

A G R E E M E N T

Between

CITY OF CAMDEN

COUNTY OF CAMDEN

and

CAMDEN FIRE OFFICERS ASSOCIATION

LOCAL 2578

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

JANUARY 1, 1979 THROUGH DECEMBER 31, 1981

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PREAMBLE

THIS AGREEMENT entered into this 10th day of October, 1979, 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 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 and Fire Captain.

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

All Superior Officers in the ranks of Battalion Fire Chief and Fire Captain.

C. Work Performed by Covered Employees Only: All work performed in any classifications 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.

ARTICLE II

UNION PRIVILEGES AND RESPONSIBILITIES

A. The City of Camden recognizes the rights 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

UNION PRIVILEGES AND RESPONSIBILITIES CONTINUED:

work 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.) 53:14-15.9e, as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized 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,

DUES DEDUCTION CONTINUED:

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 changed deduction.

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, rule, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to 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

MANAGEMENT RIGHTS CONTINUED:

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 assignment 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 ($\frac{1}{2}$) hour compensation;

31-60 minutes - one (1) hour compensation, and thereafter in one-half ($\frac{1}{2}$) 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.

WORK WEEK AND OVERTIME CONTINUED:

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, preference 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. Officer 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. All officers covered under this contract who work a night shift, shall receive a six (6%) percent differential on their annual base salary in 1979, 1980 and 1981.

ARTICLE VI

VACATION

A. The annual vacation shall be granted strictly in accordance with seniority in the unit within the Fire Department. The number of men who may be on vacation at the same time shall be determined by the Business Administrator or his designee.

B. Vacations shall be granted for continuous uninterrupted service computed from the last date of hire according to the following schedule:

0 to 1 year	- 1 day per month
In the 2nd year through 5th year	- 15 days per year
In the 6th year through 12th year	- 20 days per year
In the 13th year through 16th year	- 22 days per year
In the 17th year through 19th year	- 23 days per year
In the 20th year or more	- 25 days per year

C. 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.

D. 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 changed.

VACATION CONTINUED:

E. 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. Fire Officers shall receive fourteen (14) paid holidays per calendar year.

B. 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.

C. 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. Sick leave may also be utilized for short periods because of illness in the employee's immediate family, which requires his attendance on the family member.

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. Any Officer covered under this contract will receive twenty (20) paid sick days each year of the contract, and these shall be cumulative.

SICK LEAVE CONTINUED:

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.

SICK LEAVE CONTINUED:

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, than, said Officer shall use his sick time at the rate of 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 ($\frac{1}{2}$) 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

SICK LEAVE CONTINUED:

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" under and for the purpose of this section and N.J.S. 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

INJURY ON THE JOB CONTINUED:

which the employee received injury leave (temporary disability) 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 fee paid or to be paid and the amount of court costs. Within thirty (30) days after receiving payment, the employee shall reimburse the City for injury leave (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 rate share of attorney's fee and less costs of suit not to exceed \$200.00. A pro rata share of attorney's fee is the ratio of the entire attorney's fee paid to the total sum recovered. If the sum recovered is less than the sum of the aforementioned

INJURY ON THE JOB CONTINUED:

payments, the employee shall reimburse the City an amount equal to the sum recovered less a-torney's fee 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 or 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 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.

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

RULES AND REGULATIONS CONTINUED:

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 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. The City hereby agrees to maintain, through the duration of this contract, a complement of one (1) Superior Officer per Company.

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

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, slow-down, 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

ARTICLE XIV
NON-DISCRIMINATION

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

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

NO-STRIKE PLEDGE CONTINUED:

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) Aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence

GRIEVANCE PROCEDURE CONTINUED:

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 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

GRIEVANCE PROCEDURE CONTINUED:

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 thereto. 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

GRIEVANCE PROCEDURE CONTINUED:

expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring 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. Emergency Leave, not to exceed one (1) day per each emergency, may be granted upon the presentation of sufficient reason to the employee's supervisor. An emergency shall be defined as an unforeseen combination of circumstances or the resulting state that calls for the immediate pressing need of the employee's presence.

LEAVE OF ABSENCE CONTINUED:

F. 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.

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

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 pro-rated 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 pay day 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.

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

C. 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.

D. When any Officer under this contract retires, his hospitalization plan paid by the City of Camden shall be maintained by the City until age 65.

E. The parties agree that this Article shall be reopened for possible renegotiations for an increase in benefits ninety (90) days or no later than October 1, 1979 for implementation of such negotiable changes, if any, in 1980 and 1981.

ARTICLE XXIII

SALARIES

A. The following salary scale shall be in effect for the term of this Agreement:

	<u>1/1/79</u>	<u>1/1/80</u>	<u>1/1/81</u>
Fire Captain	20,172.71	21,645.31	23,247.07
Battalion Fire Chief	22,009.90	23,616.62	25,364.25

B. The parties agree that this Article shall be reopened for possible renegotiations for an increase in benefits ninety (90) days or not later than October 1, 1979 for implementation of such negotiable changes, if any, in 1980 and 1981.

C. 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 percentum (18%) 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 payment.

B. Longevity payments shall be paid on or before December 15th of each calendar year.

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 pro-rated 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
EDUCATIONAL PROGRAMS

A. Officers shall be paid \$10.00 per credit completed of approved educational 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 for this Article shall be made on the 15th day of December of each calendar year on a pro-rated basis only for those months in which the employee is on active duty with the Division of Fire.

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

E. The parties agree to reopen this Article for possible renegotiations no later than October 1, 1979 for implementation of such modified agreement, if any, in 1980 and 1981.

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 or 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.

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

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
FUNERAL 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 father, mother, grandmother, grandfather, sister, brother, father-in-law, mother-in-law, and daughter-in-law who reside elsewhere.

B. Such funeral leave shall be granted from the date of death until the first tour of duty following interment.

C. Employees shall be granted special leave with pay for a period of one (1) day due to the death of any relative up to the first degree of kindred not specified in this Article.

D. 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.

E. 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 an employee's son or daughter.

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 endeavor 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 cents (\$.20) per mile for such travel.

ARTICLE XXXIX

A. The parties to this Agreement agree that if any other union who has or will have a collective bargaining agreement with the City of Camden receives benefits in excess of those contained in this Agreement, the union may renegotiate this Agreement. If a third party arbitrator or other authority awards a salary increase less than that contained in this Agreement, the City may renegotiate this Agreement on the salary provisions only. The City of Camden agrees that it will not discriminate against Local 2578 as to any economic benefits when compared with other unions in the Camden City government.

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

ARTICLE XXXVIII

TERM AND RENEWAL

This Agreement shall be in full force and effective as of January 1, 1979, and shall continue in effect to and including December 31, 1981.

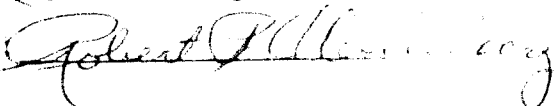
This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, between one hundred twenty (120) and ninety (90) days prior to the expiration of this Agreement of a desire to change, modify, or terminate this Agreement.

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 at Camden, New Jersey, on this 10th day of October, 1979.


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

By: 

Witness: 

CITY OF CAMDEN

By: 

Witness: 

THE ABOVE HAS BEEN REVIEWED
AND APPROVED AS TO FORM.


CITY ATTORNEY.