

AGREEMENT

BETWEEN

CITY OF CAMDEN

AND

CAMDEN COUNCIL #10

NON-SUPERVISORY EMPLOYEES

JANUARY 1, 2005 - DECEMBER 31, 2008

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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-I 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 establish 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) (P.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 the 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 with respect to demotions, layoffs, recalls, vacation schedules and holidays. Seniority shall be a consideration but not the sole factor in filling new or vacant positions, assigning work, and in shift, schedule or sectional assignments.
- B. In cases of equal seniority, preference will be given to qualified veterans before non-veterans.
- C. Seniority for all purposes 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.
- E. Employees who are laid off from a permanent position through New Jersey Department of Personnel (NJDOP) layoff procedures and are rehired to permanent positions under NJDOP procedures, through reemployment rights or open competitive examination, within five (5) years, will retain their seniority from their prior service with the City for longevity, sick, vacation, salary step placement and severance pay purposes.

**ARTICLE IV
WORK SCHEDULES**

A. The regular work week shall consist of five (5) consecutive days, Monday through Friday, except for employees in continuous operations. However, where the City determines that services need to be provided on a regular basis on other days of the week, the City may establish other work schedules for employees so long as such alternate work schedules consist of five (5) consecutive days. If the City determines to establish other than Monday through Friday work schedules, or when openings exist on such schedules subsequently, the new alternate work schedule(s) shall be posted in advance for a reasonable period of time in the area(s) where notices to employees are normally posted and employees shall be afforded the opportunity to indicate their interest by signing up for such new alternate schedules. Seniority as well as employee interest shall be considerations but not the sole factors when assigning employees to an alternate work schedule. An employee's regular work schedule shall not be changed without at least ten (10) working days notice to the affected employee. Except for extenuating circumstances, no employee shall have his/her regular work schedule changed more frequently than once every six (6) months.

B. The regular starting and ending time of work shifts shall be as currently exists as of the date this Agreement is signed and shall 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.

However, where the City determines that services need to be provided on a regular basis during other times of the work day as well, the City may establish different starting and ending times for specific positions. If the City determines to establish alternate work hours for a position(s), the position(s) with the alternate work hours shall be posted in advance for a reasonable period of time in area(s) where notices to employees are normally posted and employees shall be afforded the opportunity to indicate their interest by signing up for such new alternate work hours. Seniority as well as employee interest shall be considerations but not the sole factors when assigning employees to alternate work hours. An employee's regular work hours will not be changed without at least ten (10) working days notice to the affected employee. Except for extenuating circumstances, no employee shall have his/her regular work hours changed more frequently than once every six (6) months.

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. 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 is more than thirty (30) minutes late may be denied the opportunity to work the balance of his/her scheduled shift. An employee who has a reasonable excuse and is thirty (30) minutes late or less 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 shall be paid at the rate of time and one-half for all hours worked in excess of 40 in the work week. Notwithstanding any other provision, overtime worked will be paid at the rate of time and one half for Holidays. Such 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 within the classification performing the work in question so long as the employee is capable of performing the work. 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/her name placed at the bottom of the list. Nothing in this 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/her regular work schedule, regular work hours, or regular days off changed for the purpose of avoiding payment of overtime.
- 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 Service.
- 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 worked up to forty (40) hours per work week and any hours over forty (40) hours worked in that week shall be accumulated at time and one-half. 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.

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.

- G. The City of Camden and Council #10 intend to reach a separate agreement on overtime distribution in the City Department of Public Works.

**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. Call in time shall be considered as time worked. Call in time shall be paid at straight time except where all or part of the four (4) hours minimum results in time worked in excess of forty (40) hours per week. Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week.

- 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. The four hours of overtime shall be paid at straight time except where all or part of the four (4) hours minimum results in time worked in excess of forty (40) hours per week. Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week.

**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 fifteen (15) consecutive work days in a higher title 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/her 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. Such rate of pay shall be at the first increment level exceeding his/her present salary level which results in a pay increase of at least fifty cents (\$.50) per hour.

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. The City agrees that if demolition work resumes, it will negotiate an adjustment in pay for employees engaged in such demolition work.
- H. All Department of Public Works employees who earn and maintain a CDL license but who are not required by law to possess such a license as a result of their title shall be paid an additional \$350 per year. All employees who hold CDL licenses, whether required by their title or not, shall be paid an additional \$75 per year for each endorsement they earn and maintain so long as the endorsement is related to a job function performed by the department and is not required by law as a result of their title. Such payments shall be made at the time of the first pay of July each year and shall start with the first pay of July 2005 for those employees that possess a CDL and/or endorsement.

The City will identify its needs for CDL endorsements and provide a report of such needs to Council #10.

All Department of Public Works employees who earn and maintain a Certified Public Works Manager certification shall be paid an additional \$350 per year.

- I. In the event that fixed shifts are established for employees in Police Communications, the parties agree to negotiate any potential implications and the impact upon bargaining unit employees.

**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:

January 1, 2005	\$1,200
January 1, 2006	2%
July 1, 2006	2%
January 1, 2007	1%
July 1, 2007	3%
January 1, 2008	4%

All employees employed as of June 11, 1997 shall remain at their current step on the salary schedule and progress by step at their annual increment. All employees hired after June 11, 1997 shall be subject to the seven (7) step salary schedule as negotiated. The two new steps shall be added below the existing Step 1 as agreed between the parties.

- B. When an employee changes title, his/her salary shall be adjusted to the salary step for the new position which is closest to, but not less than, five percent (5%) more than his/her former salary. 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 test 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 Council #10 but may create one salary for the title in lieu of a salary range.
- D. Employees who are laid off from a permanent position through New Jersey Department of Personnel (NJDOP) layoff procedures and are rehired to permanent positions under NJDOP procedures, through reemployment rights or open competitive examination, within five (5) years, will be placed on the same step on the salary schedule upon rehire as they were on at the time of layoff.

**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. All employees hired by the City as of September 12, 2003, shall be eligible to receive longevity pay in accordance with the following schedule once they have completed at least five (5) full years of continuous full-time service, or have completed the proper number of additional years for additional payment. All employees hired by the City after September 12, 2003, shall be eligible to begin receiving longevity pay only upon entering their tenth (10th) year of continuous full-time service in accordance with the following schedule but beginning with the category “from 10 to 14 years of service – 4 percent of annual base pay” and continuing thereafter once they have completed the proper number of additional years for additional payment.

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.

- D. Employees who are laid off from a permanent position through New Jersey Department of Personnel (NJDOP) layoff procedures and are rehired to permanent positions under NJDOP procedures, through reemployment rights or open competitive examination, within five (5) years, will retain their seniority from their prior service with the City for longevity, sick, vacation, salary step placement and severance pay purposes.

**ARTICLE X
HOLIDAYS**

- A. The following are recognized paid holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, General Election 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.

Employees working an alternate work schedule other than Monday through Friday shall celebrate the holiday either on the day of the actual holiday if it falls within their regular work week, or, they shall be entitled to a compensatory day off with pay, if the holiday falls on, or is celebrated on, a day which is their regularly scheduled day off.

- 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 are required to work on such additional holidays shall be entitled to compensatory time. The compensatory time shall be earned at straight time, or at time and one half if the employee works more than forty (40) hours in that work week.
- 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
After 10 years and up to 15 years of service	=	18 working days vacation
After 15 years and up to 20 years of service	=	20 working days vacation
After 20 years and up to 23 years of service	=	23 working days vacation

After 23 years of service, one (1) additional working days vacation per year not to exceed 30 working days vacation total.

(2) Three (3) vacation days per calendar year may be used as personal emergency vacation days. Employees shall notify their immediate supervisor prior to their regular starting time. Personal emergency vacation days shall not be granted for a day preceding or following a holiday. Personal emergency vacation days are non-accumulative.

(3) 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.

(4) Vacation requests must be submitted in writing to the employee's Department Head or designee in advance on a day for day sliding scale for a vacation request up to four (4) days as follows: One (1) days notice for one (1) day vacation; two (2) days notice for two (2) days vacation; three (3) days notice for three (3) days vacation; four (4) days notice for four (4) days vacation. Requests for five (5) or more days vacation shall be submitted at least five (5) working days in advance. A vacation request

may be denied if the employee does not provide the appropriate advance notice. All vacation requests are subject to approval. Employees shall be allowed to take vacation in two (2) weeks or more time frames upon ten (10) days notice if they have accumulated enough days to accommodate such request, upon the Department Head's (or designee's) approval of an absence of that length. This approval shall not be arbitrarily withheld.

- (5) 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.
 - (6) 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.
 - (7) 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.
- C. Employees who are laid off from a permanent position through New Jersey Department of Personnel (NJDOP) layoff procedures and are rehired to permanent positions under NJDOP procedures, through reemployment rights or open competitive examination, within five (5) years, will retain their seniority from their prior service with the City for longevity, sick, vacation, salary step placement and severance pay purposes. .

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 fifteen (15) working days sick leave. Effective each calendar year, employees shall be credited with fifteen (15) 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/her credit from year to year, and he/she 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 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. Employees who are laid off from a permanent position through New Jersey Department of Personnel (NJDOP) layoff procedures and are rehired to permanent positions under NJDOP procedures, through reemployment rights or open competitive examination, within five (5) years, will retain their seniority from their prior service with the City for longevity, sick, vacation, salary step placement and severance pay purposes.
- D. The City shall participate in the State Temporary Disability Insurance Plan, or alternatively, in an equivalent short term disability plan recommended by the Labor/Management Committee.

**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 United States 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 parent, 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 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.

K. Employees are also entitled to leave pursuant to the provisions of the New Jersey and/or federal Family and Medical Leave Acts.

L. Any employee retired from military service under a disability requiring periodic medical examination shall be excused with no loss of pay to attend the examination. The employee must give reasonable notice of the examination and return to work within the prescribed time frame.

**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's 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 were employed by the City of Camden prior to September 12, 2003, and who terminate their employment voluntarily because of a retirement program of the City of Camden or the State of New Jersey or who pass 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 schedule:

5 years but less than 10 years	1 full weeks pay
10 years but less than 15 years	2 full weeks pay
15 years but less than 20 years	3 full weeks pay
20 years but less than 25 years	6 full weeks pay
More than 25 years	10 full weeks pay

There shall be paid as a part of the salary for persons in the classified service who begin employment with the City of Camden as of September

12, 2003, and who subsequently terminate their 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 schedule:

10 years but less than 15 years	1 full weeks pay
15 years but less than 20 years	2 full weeks pay
20 years but less than 25 years	3 full weeks pay
More than 25 years	5 full weeks pay

Employees who are laid off from a permanent position through New Jersey Department of Personnel (NJDOP) layoff procedures and are rehired to permanent positions under NJDOP procedures, through reemployment rights or open competitive examination, within five (5) years, will retain their seniority from their prior service with the City for longevity, sick, vacation, salary step placement and severance pay purposes.

- (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/her estate of fifty percent (50%) of his/her 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.

There shall be a deductible on the major medical portion of the group insurance program. This shall be:

\$100.00 for the employee
\$250.00 for the family
\$350.00 total deduction for family

- B. When an employee or spouse reaches age 65 and has his/her 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. Starting July 1, 2006, the prescription co-pay shall be \$12.00 for each non-generic prescription; \$7.00 for each generic prescription; and \$0 for each mail order prescription.
- 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. Beginning with the re-enrollment for December 1, 2005, all employees will be entitled to the City of Camden Health Benefit Program Aetna V HMO as the base plan without premium co-pay. Employees enrolled in other HMO plans will be required to pay the difference between the cost per enrollee for the Aetna V plan and the plan selected. Premium co-pay for employees opting to remain in the Aetna Self-insured Plan, which will become an optional plan, shall not exceed \$25/month as of December 1, 2005, \$35/month as of December 1, 2006, and \$50/month as of December 1, 2007.

- G. The City will contribute \$37.50 per employee on January 1 and July 1 each year to the Council #10 Health and Welfare Program for a Vision Plan and Council #10 unit employee activities. This contribution will start on July 1, 2005.
- H. Employees covered by this Agreement may choose, in writing, during the open enrollment period, to participate in this "Optional Health Benefits Program". Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who choose not to maintain the City's health coverage.
1. An employee may choose to participate in this program upon proper proof of other coverage and selection of one of the options set forth below.
 2. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination of other coverage, the City will restore the employee, his or her spouse and/or dependents to coverage under the self-insured plan for the remainder of that program year. If the employee desires to reinstate HMO coverage, he or she will be required to wait until the next open enrollment period. Where an employee participates in the program for less than one full year, the City shall be entitled, through payroll deductions, to recoup the pro-rated balance of the incentive paid. The employees shall authorize such payroll deductions, in writing, at the time the employee opts to participate in the program.

3. Optional Health Benefits Program

<u>Employees Current City Coverage</u>	<u>Option</u>	<u>Incentive</u>
Employee and Spouse	Drop City coverage; spouses plan covers employee and spouse	50% of premium for self-insured plan
Employee and Spouse	Drop City coverage for spouse; Spouse covered under spouse's Plan	50% of premium difference between self insured employee and spouse coverage and single coverage
Family (Employee, Spouse & Children)	Drop all coverage. Employee spouse, and children covered Under spouse's plan	50% of premium for self insured plan

<u>Employees Current City Coverage</u>	<u>Option</u>	<u>Incentive</u>
Family (Employee, Spouse & Children)	Drop City coverage for spouse; spouse covered under spouse's plan; employee and children continue under City plan	50% of premium difference between self-insured family coverage and parent and child(ren) coverage
Family (Employee, Spouse & Children)	Drop City coverage for spouse and children; spouse and Children covered under spouse's Plan; employee continues under City plan	50% of premium difference between self-insured family coverage and single coverage
Parent/Child(ren)	Drop coverage for children; employee continues under city plan	50% of premium difference between self-insured parent/child(ren) coverage and single coverage
Single	Drop all coverage for employee	50% of premium for self-insured single coverage

The incentive paid pursuant to Paragraph 3 above shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount. This program shall be available to all new employees on their hire date. Any retirees covered under the plan may also participate if eligible.

ARTICLE XVI
LIMITED DUTY ASSIGNMENTS

When an employee who has incurred an injury or illness in the course of employment is determined by the Examining Physician, as appointed by the City, to be capable of performing limited duty, the City, in its discretion, may place the employee in a temporary light duty position, in accordance with the Examining Physician's stated medical limitations. The exclusive right to determine whether such light duty is necessary and available, the nature of the assignment, and the period of time during which such assignment is made and continued, shall be vested with the City. The employee shall be paid his/her regular rate of pay for the duration of the limited duty assignment. Consistent with applicable law, an employee who refuses a light duty assignment will be deemed to have refused available work and will cease to be eligible for continued disability payments.

ARTICLE XVII
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 \$170.00 per month effective as of the signing of this agreement 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 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 \$230.00 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 \$170.00 per year in the first pay of July for maintenance. Employees required to wear uniforms who do not wear them shall be subject to disciplinary action. When requested, the City shall provide Council 10 with a list of employees eligible for clothing or maintenance allowances.
- F. Employees authorized to use their own tools in the course of their employment shall receive a \$150.00 annual allowance.

**ARTICLE XVIII
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 it has been reviewed and approved by the City Personnel Officer or his/her designee.
- 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 XIX
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 Public Employment Relations Commission 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 XX
EQUAL TREATMENT

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

ARTICLE XXI
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 to 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 XXII
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. The Labor/Management Committee will arrange for the provision of ID cards for all employees.

- 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 XXIII
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. No later than February 1 of each year the City and Council 10 shall agree on a schedule for the monthly meetings of the Labor/Management Committee for the following twelve (12) months.
- 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 remain 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. The Labor/Management Committee and/or the City will make arrangements through the Camden Parking Authority or Council 10 for a payroll deduction parking plan.
- 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.

- H. The "Employee of the Month" program will be referred to the Labor/Management Committee along with any attendance bonus programs.

ARTICLE XXIV
DURATION

- A. This Agreement shall take effect for a four year term – January 1, 2005 through December 31, 2008. 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 anyone 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 _____, 2005 to this Certification.

For the City of Camden

For Camden Council #10 Non-Supervisory Employees

Melvin R. Primas, Jr.
Chief Operating Officer

Karl Walko, Council #10 – President

Gwendolyn A. Faison, Mayor

Dated: _____

Dated: _____