

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF CAMDEN**

**AND**

**THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**LOCAL 2578**

**January 01, 2009 - December 31, 2013**

## TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
I	RECOGNITION	2
II	MAINTENANCE OF STANDARDS	4
III	UNION REPRESENTATION AND MEMBERSHIP	7
IV	RETIREMENT	11
V	LEAVE OF ABSENCE	14
VI	DUES DEDUCTION AND REPRESENTATION FEE	16
VII	VACATIONS	18
VIII	EQUIPMENT AND VEHICLE SAFETY	21
IX	WORK WEEK	23
X	SICK LEAVE	24
XI	INJURY ON DUTY LEAVE	26
XII	LIMITED DUTY ASSIGNMENT	30
XIII	BULLETIN BOARD	31
XIV	GRIEVANCE PROCEDURE	32
XV	FUNERAL LEAVE	36
XVI	EDUCATIONAL PROGRAMS	38
XVII	DISCRIMINATION	40
XVIII	MILITARY LEAVE	41
XIX	REQUIREMENTS	43

## TABLE OF CONTENTS (Con't)

ARTICLE		PAGE
XX	EMPLOYEES RIGHTS	44
XXI	SERVICE RECORDS	45
XXII	OVERTIME	49
XXIII	EXCHANGE OF HOURS AND DAYS OF DUTY	51
XXIV	CALLBACK	52
XXV	UNIFORMS	54
XXVI	WAGES	55
XXVII	PAY PERIOD	57
XXVIII	TRAVELING EXPENSES	58
XXIX	SEVERABILITY	59
XXX	INSURANCE, HEALTH AND WELFARE	60
XXXI	PROMOTIONAL EXAMINATIONS	66
XXXII	LABOR-MANAGEMENT MEETINGS	68
XXXIII	PREVAILING RIGHTS	70
XXXIV	CLOTHING ALLOWANCE AND/OR MAINTENANCE	71
XXXV	STANDARD SAFETY STAFFING PROCEDURE	72
XXXVI	LONGEVITY	74
XXXVII	NO STRIKE PLEDGE	76
XXXVIII	BIDDING SYSTEMS	78
XXXIX	LICENSES	79
XXXX	TERM AND RENEWAL	80
SCHEDULE A	SALARIES	82

PREAMBLE

THIS AGREEMENT entered into this 21<sup>st</sup> day of FEBRUARY, 2014, by and between the City of Camden, in the County of Camden, New Jersey, 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.

AA

**ARTICLE I**  
**RECOGNITION**

**SECTION 1**

In accordance with "Certification of Representatives" of the Public Employment Relations Commission (Docket No.: RO- ), the City of Camden hereby recognizes the Union/Association, as the sole and exclusive collective negotiation representative and bargaining agent of all uniformed Superior Officers employed by the City of Camden Fire Department, in the titles of Battalion Fire Chief, Fire Captain, Training Officer, Chief Apparatus Officer, Chief of Combustibles and Assistant Chief of Combustibles, who are covered in the aforementioned Certification, and employed by the Department of Fire, City of Camden, State of New Jersey, which individuals are hereinafter referred to as employee. Also covered are those Deputy Fire Chief who assigned as Tour Commanders as per the letter agreement of adding those positons to the covered members. Specifically excluded are the Chief of Fire and those Deputy Fire Chiefs assigned to the Administrative duties.

**SECTION 2**

Applications covered:

This agreement shall cover and govern the following classifications:

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

Training Officer, Chief Apparatus Officer, Chief of Combustibles and Assistant Chief of Combustibles. If the City creates the title of "Training Officer" and/or "Assistant Training Officer", these positions shall be included in the bargaining unit.

### **SECTION 3**

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

### **SECTION 4**

The City of Camden shall not enter into any Agreement or Contract with its employees within the Bargaining Unit as defined in Section 2 above, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

AA

**ARTICLE II**  
**MAINTENANCE OF STANDARDS**

**SECTION 1**

The City shall not discharge, discriminate or cause any unfavorable action in any way against any employee for Union activities or for Union membership, as long as such activity does not in any way unreasonably disrupt normal operations of the Division of Fire.

**SECTION 2**

The rights of the employee and the Union shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be preserved.

**SECTION 3**

Employees shall retain all rights under New Jersey State and Federal Law.

**SECTION 4**

No portion of this contract is intended to deprive any employee of any New Jersey Department of Personnel rights which he/she may enjoy except those specifically limited or denied by the provisions of this contract.

## **SECTION 5**

This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties thereto.

## **SECTION 6**

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.

## **SECTION 7**

The City and its representatives agree not to meet with any other organization or individuals not authorized by the Union for the purpose of hearing or discussing views on negotiable working conditions, grievances or the terms and conditions of this Agreement.

## **SECTION 8**

Proposed new rules and regulations or modifications to existing rules and regulations, affecting terms and conditions of employment shall be furnished to and negotiated with the Union/Association prior to formal adoption and implementation by



the City. Copies of all orders and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Union within twenty-four hours of their promulgation.

#### **SECTION 9**

The Union/Association shall have the opportunity to grieve any new rule for thirty (30) days after its promulgation as to the reasonableness or propriety of said rule or regulations. The foregoing shall not preclude the Union from grieving the application or interpretation of any new rule or regulation in accordance with the ARTICLE herein dealing with Grievance Procedures. It is understood that such rule or regulation shall be obeyed pending the resolution of grievance or the enjoining of such rule or regulation by a county, state or federal court.

#### **SECTION 10**

No employee may be dismissed, suspended or disciplined except in accordance with the rules and regulations of the New Jersey Department of Personnel.

#### **SECTION 11**

The Union/Association shall be provided with a copy of the notice forwarded to the employee/member of his/her disciplinary hearing.

**ARTICLE III**  
**UNION REPRESENTATION AND MEMBERSHIP**

**SECTION 1**

In accordance with the Union/Association rules, authorized representatives of the Union, whose names shall be filed in writing with the Business Administrator, or his/her designee, shall be permitted to visit any facility or the office of the Chief of Fire or Business Administrator, or his/her designee, and may enter City Fire Headquarters, Fire Stations, Training School and the Office of the Business Administrator at reasonable hours for the purpose of processing or investigating grievances.

This right shall be exercised reasonably, and shall be exercised by no more than four (4) authorized Union representatives at any one time.

Upon entering the premises, the authorized representatives shall notify the commander or, in his/her absence, his/her duly authorized representative. The Union representatives shall not unreasonably interfere with the normal conduct of the work with the public facility.

**SECTION 2**

Board members and authorized representatives, who are officially recognized delegates, shall be granted an administrative leave with pay in accordance with the provisions of N.J.S.A. 11A:6-10 for the purpose set forth therein.

### **SECTION 3**

Negotiation Leave: A maximum of five (5) authorized representatives of the Union shall be granted administrative leave to participate in negotiations for successor agreement to this Agreement in accordance with the following formula:

- a. Administrative leave shall be granted for the full day on which any negotiation session takes place.
- b. A maximum of five (5) authorized representatives shall be granted administrative leave for a total of ten (10) working days for the preparation of negotiation proposals.

### **SECTION 4**

The President of the Union or his/her designee shall be assigned in a position which is conducive to his/her duties as Union President. Said position shall be one that will enable the Union President to properly and effectively perform his/her Union duties. The President of the Union may devote full time to administering and enforcing the provisions of this Agreement. The President of the Union shall be excused from all duties and assignments when required to allow him/her to properly perform his/her duties as Union representative.

### **SECTION 5**

Four (4) authorized representatives of the Union shall be excused from all duties and assignments for the purpose of attending county or state Union affiliated meetings on the day of the meeting.

- a. Members of the Executive Board of Directors shall be excused from all duties and assignments to attend monthly meetings of the Board and/or Union so long as the number of Board Members excused would not result in a detriment of public safety.

## **SECTION 6**

Any employee who holds a position with the city, county, state or national Union/Association shall be excused from all duties and assignments when required to perform the duties of his/her position.

- a. Any employee elected to the position of state or national President of the Union/Association shall receive the same rights as granted under Section 4 of this Article.
- b. Whenever a Union representative is required to be excused from an entire tour of duty to perform his/her duties as Union representative, written notification of such absence shall be given to the office of the Chief of Fire whenever practicable. When it is not practicable to give such prior notification, said Union representative shall notify the Division verbally and his/her immediate supervisor and submit written notification as soon as reasonably possible after utilizing such leave.

## **SECTION 7**

With respect to internal investigations, the City shall present to the Union copies of all charges for disciplinary action and/or discharge against all employees covered by this Contract and the results thereof.

The Union shall be informed of dates, times and any charges thereof for disciplinary hearings and also have the right to have a representative at such hearing at the employee's request at no loss in pay. The employee/member has the right to have a Union representative present during any meeting or interview, that he/she believes may result in disciplinary action, this is in accordance with NLRB v. Weingarten, Inc., also East Brunswick B.O.E. PERC NO. 80-31, 5 NJPER 10206, (1979); 420 U.S. 251 (1975).

**ARTICLE IV**  
**RETIREMENT**

**SECTION 1**

Employees shall retain all pension rights as Fire Fighters under New Jersey Laws and Camden Municipal Ordinances.

**SECTION 2**

Terminal leave shall be paid at the rate of one and one-tenth (1.1%) of the last year's salary at retirement multiplied by the number of years of service as of December 31, 1996.

**SECTION 3**

Employees retiring in either regular or disability pension shall be paid for all accumulated holiday and vacation; said payments computes at the rate of pay based upon the annual compensation due and owing during the last year of his/her employment prior to the effective date of his/her retirement. Effective December 31, 1996, all accumulated days shall be frozen and future accumulation of days shall occur as set forth in this Agreement.

#### **SECTION 4**

Employees retiring on either age and service or disability pension shall be paid for college credits, said payment will be calculated on a pro-rated basis for the calendar year.

#### **SECTION 5**

Employees retiring on either age and service or disability pension shall be paid a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her 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 annual compensation received during the last year of employment prior to the effective date of his/her retirement. There shall be no limit on lump sum supplemental compensation payments.

#### **SECTION 6**

All payments under this article, including sick, vacation, holiday and terminal leave shall be paid as specified in the pay period following retirement. However, should the sum exceed \$45,000, the payment shall be in three (3) equal installments. One third ( $\frac{1}{3}$ ) at retirement and the remaining paid in each July of the succeeding

fiscal years.

#### **SECTION 7**

Employees intending to retire on either age and service or disability pension shall accordingly notify the Chief of the Department and Business Administrator sixty (60) days prior to the date at which said retirement is to become effective.

#### **SECTION 8**

The City will supply identification cards to retired employees and will replace lost, worn or mutilated cards.

#### **SECTION 9**

Upon the death of an employee, all payments due will be paid to the estate of the employee. These shall be calculated as if the employee retired.

#### **SECTION 10**

Accumulated Vacation - Holiday: All accumulative vacation and holidays on the books as of December 31, 1996 shall be carried over and paid out at the employee's salary rate at retirement, first in, first out shall apply.



**ARTICLE V**  
**LEAVE OF ABSENCE**

**SECTION 1**

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one (1) year after the probationary period. Said leave may not be arbitrarily or unreasonably withheld. A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause.

**SECTION 2**

No person shall be required to take a leave of absence without his/her written consent made in the presence of the Union/Association's authorized representative.

**SECTION 3**

The maximum time for which an employee may request and obtain a leave of absence shall be for a period of six (6) months, following the utilization of such time, all further leaves of absence shall be accorded only with the express approval of City Council.

#### **SECTION 4**

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

#### **SECTION 5**

All other leaves of absence will be according to the provisions of the New Jersey Family Leave Act. The City will make no provisions contrary to that Act.

#### **SECTION 6**

Employees required by subpoena to serve on jury duty shall be excused from duty on that day(s) or shift and suffer no loss of pay. Verification from the clerk on attendance must be submitted on return to duty. The shift for that day shall mean any time scheduled to work from 12:00 midnight of the date subpoenaed until 12:00 midnight on the day after completion of the jury service.

## ARTICLE VI

### DUES DEDUCTION AND REPRESENTATION FEE

#### SECTION 1

The City agrees to deduct dues solely from the salaries of its employees who are subject to this Agreement on the behalf of the Union, and also upon behalf of any other organization which would be recognized by the Public Employment Relations Commission as a certified bargaining agent and/or negotiating representative which represents any employees of the City of Camden in such capacity. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended.

The City agrees said dues, together with statements and records of any corrections shall be transmitted to the Union office in each of the twenty-six (26) annual pay periods in which deductions are made.

#### SECTION 2

The City agrees to deduct dues, on behalf of the Union, from the salaries of all other employees who are subject to this Agreement but are not members of the Union/Association, pursuant to N.J.S.A. 34:13a-5.5 et. sec.

The City agrees that said dues, together with statements and records of any corrections shall be transmitted to the Union office in each of the twenty-six (26)

annual pay periods in which deductions are made.

### **SECTION 3**

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 new authorization forms showing the authorized deductions for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advised of such changed deduction.

### **SECTION 4**

The Union will provide the necessary "Check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of actions taken by the City 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 VII

### VACATIONS

#### SECTION 1

The annual vacation shall be granted strictly according to the following schedule, beginning on January 1 of each calendar year, to wit:

- a. Each officer shall pick four (4) days off for a vacation choice, beginning with the most senior officer and ending with the least senior officer in rotation. All vacations shall be scheduled; if an officer fails to schedule all his vacation, that officer is subject to fifteen (15) day vacation carryover. This process shall follow through until requested vacation leave shall be granted within the platoon for the Battalion Chief and shall be completed on the same rotation basis. Exchanges of time may be made through mutual agreement of both parties subject to superior officer approval. Unallocated time shall be scheduled on a first come, first serve basis. (Officer selection for vacation shall be by seniority in grade.)

#### SECTION 2

The number of employees who may be on vacation at the same time, whether scheduled pursuant to SECTION 1, shall be determined by and subject to the approval of the appropriate officer, the Chief of Fire, or his/her designee. Subject to Section 1.a of this article.

**SECTION 3**

Vacation time must be taken in the year earned. When vacation time is deferred by the City for any reason other than the fact that such period has been previously granted in accordance with Section 1 of this ARTICLE, then the employee shall be entitled to utilize such vacation time at a later period in the same calendar year or to be paid for same.

**SECTION 4**

Notwithstanding any provisions to the contrary, an employee may accumulate fifteen (15) vacation days in the calendar year to be carried over in the following calendar year.

**SECTION 5**

Vacation shall be granted for continuous uninterrupted service computed from the last day of hire and according to the following schedule:

Entering	0 year through the 1st year	1 day per month
Entering	2nd year through the 5th year	14 days per year
Entering	6th year through the 12th year	19 days per year
Entering	13th year through the 16th year	21 days per year
Entering	17th year through the 19th year	22 days per year
Entering	20th year and thereafter	24 days per year

At

## SECTION 6

The City shall make available to all employees, upon request, forms upon which vacations are to be requested. A copy of such a completed form, with the action of the City with respect to the request noted thereon, shall be provided to the employee.

## **ARTICLE VIII - EQUIPMENT AND VEHICLE SAFETY**

### **SECTION 1**

Employees shall immediately report all discovered defects in equipment. Such reports shall be made on a suitable form furnished by the City of Camden.

### **SECTION 2**

The City shall not ask or require any employee to operate equipment that has been determined to be in an unsafe operating condition by the tour commander or designee upon the recommendation by the driver of the apparatus until same has been repaired.

### **SECTION 3**

The City agrees to have all vehicles inspected and repaired to insure safe operating conditions at least once annually.

### **SECTION 4**

The City agrees to conform to all manufacturer and dealer warranty and maintenance requirements on equipment except in an emergency situation. The City also agrees that it will immediately attempt to effectuate all repairs to such items as radios, outside dome lights, sirens, etc.



**SECTION 5**

The City shall supply all apparatus used in firefighting with proper tools and equipment so as to insure the safety of all firefighters at all times.

**SECTION 6**

The City shall supply and maintain proper breathing apparatus, in any situation where heavy smoke, dangerous fumes, or tear gas is present. Such breathing apparatus shall be available to each member.

**SECTION 7**

To insure the health and safety of all members, no employee or unit engaged in firefighting shall be required to perform on fire grounds in respect to Sections 1 and 2 above.

A handwritten signature or set of initials, possibly 'M', located in the bottom right corner of the page.

**ARTICLE IX**  
**WORK WEEK**

**SECTION 1**

The present work schedule shall be continued in effect for the duration of this contract except for any employee provided for in Section 2 below

**SECTION 2**

Any employee assigned to the Fire Prevention Bureau and Staff personnel shall be on a schedule of four (4) days which are ten (10) hours in duration.

## ARTICLE X

### SICK LEAVE

#### SECTION 1

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

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 up to a maximum of eight (8) sick days because of illness in the employee's immediate family, which requires his/her attendance on the family member. Additional days for family illness may be allowed in the case of hospitalization of a family member or a catastrophic illness or accident.

#### SECTION 2

Employees shall be entitled to eighteen (18) days of sick leave per year.

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.

#### SECTION 3

If an employee is absent for reasons that entitle him/her to sick leave, the

appropriate command shall be notified when feasible one hour prior to the employee's starting time except in emergent situations.

- a. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action.
- b. Absence without notice for five (5) working days shall constitute a resignation.

#### SECTION 4

- a. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating illness. Any abuse of sick leave shall be cause for disciplinary action.
- b. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health or the employee's personal physician shall be required prior to the employee's return to work.
- c. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

**ARTICLE XI**  
**INJURY ON DUTY LEAVE**

**SECTION 1**

If an employee in the line of duty is incapacitated and unable to work because of an injury or sickness related to or caused in the performance of his/her duties, provided such employee is on active duty at the time such injury or illness occurs, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties, as certified by the Examining Physician, as appointed by the City. Such payments shall be discontinued when an employee is placed on disability leave or pension and reduced by any payment received from Worker's Compensation or other similar plan.

**SECTION 2**

- a. The full amount of injury leave (temporary disability) payments received under this Article shall be deemed and considered "compensation payments" under and for the purposes of this section and N.J.S.A. 34:15-40 of the Worker's Compensation Act and shall be part of the worker's compensation lien of the City.
- b. When any employee, who has received injury leave payments

hereunder and/or medical payments, enters into settlement negotiations with or maintains an action in any court against a third party of his/her insurer on account of any liability of the third party or his/her insurer to the employee arising out of the incident causing the injury or disability for which the employee received injury leave payment and/or medical payments, such employee shall inform the City Attorney of his/her appointee in writing of the names and mailing addresses of the third party and his/her insurer within ten (10) days after entering into negotiations or filing of the action.

- c. If such employee receives or recovers a money judgment or money settlement from the third party or his/her insurer, the employee shall within ten (10) days of the recovery, notify the City Attorney or his/her designee in writing and report the total amount of such recovery, the amount of attorney's 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 payments and/or medical payments as hereinafter provided. If the total sum recovered by the employee exceeds the sum of the injury leave payments and/or medical payments, the employee shall reimburse the City an amount equal to the sum of the injury

leave payments and medical payments, less a pro rata 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 of the aforementioned payments, the employee shall reimburse the City an amount equal to the sum recovered less attorney's fee paid and less cost of suit not to exceed \$200.00. Provided, however, that if the third party or his/her 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.

- d. 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/she shall be dismissed from service.

### **SECTION 3**

Any employee on injury leave resulting from an injury incurred in the line of duty, shall continue to accrue holiday, vacation and sick leave credits while he/she remains on the payroll.

### **SECTION 4**

No clothing allowance shall be paid for any employee who shall be absent on any leave of absence for six months. In the event such an individual returns to his/her duties, he/she will begin to earn his/her clothing allowance from that time forward.

M



## ARTICLE XII

### LIMITED DUTY ASSIGNMENT

#### SECTION 1

When an employee who has been injured or is ill is determined by the Examining Physician, as appointed by the City, to be capable of performing limited duty, the City may, in order to keep the employee from being removed from the payroll, utilize said employee in accordance with such limitations in the discretion of the City.

#### SECTION 2

Such duty shall continue until the employee is certified as capable of returning to full duty by the Examining Physician.

#### SECTION 3

Maternity Leave: Upon presentation of proof of pregnancy, a female employee may, upon request, be placed on Limited Duty and assigned to desk duty, until such time as she is returned to Full Duty status.

M

**ARTICLE XIII**  
**BULLETIN BOARD**

**SECTION 1**

The City shall provide and install bulletin boards and provide space for the posting of notices relating to matters and official business of the Union/Association.

**SECTION 2**

Bulletin boards shall be installed in locations to be clearly visible to all employees. Locations shall be selected by consultation between the Chief of Fire and the Union.

**SECTION 3**

The City shall purchase seven (7) bulletin boards as follows:

- 1 - Plexiglas enclosed with locking device
- 6 - Other types

**ARTICLE XIV**  
**GRIEVANCE PROCEDURES**

**SECTION 1**

- a. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem 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.
- b. 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.

**SECTION 2**

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

### **SECTION 3**

All grievances or disputes arising under the terms of this Agreement shall be handled in a manner provided by this section.

#### **STEP ONE**

- a. An aggrieved employee shall institute action in detailed writing under the provisions hereof within ten (10) working days of the occurrence of the grievance, and an earnest effort shall be made to settle that difference between the aggrieved employee and the appropriate City representatives for the purpose of resolving the matter informally. Failure to act within the said ten (10) working 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 his/her grievance with the City.
- b. The appropriate City representative shall render a decision within ten (10) working days after receipt of the grievance.

#### **STEP TWO**

- a. In the event the grievance is not settled through Step One, it shall then be submitted within five (5) working days to the Chief of Fire.
- b. The Chief of Fire shall render a decision within five (5) working days.

#### **STEP THREE**

- a. If a grievance is not adjusted through Step Two, it shall then be submitted in writing to the Business Administrator. Within five (5) working days following the determination through Step Two, the

Business Administrator, or his/her designated representative shall seek to resolve the grievance with the appropriate Union/Association representative.

- b. The Business Administrator or his/her designee shall have ten (10) working days in which to render a determination.

#### **STEP FOUR**

- a. Should the aggrieved be dissatisfied with the decision of the Business Administrator, the Union/Association may, within ten (10) working days, request arbitration. The Arbitrator shall be chosen in accordance with the rules of the American Arbitration Association or the Public Employment Relations Commission. The selection of venue shall be at the sole discretion of the Charging Party.
- b. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him 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.
- c. The costs of the Arbitrator's services shall be borne equally by the parties regardless of outcome.

#### **SECTION 4**

The Arbitrator shall set forth his/her findings of fact and reasons for making the award within forty-five (45) days after the conclusion of the arbitration hearing unless

agreed to otherwise by the parties.

## **SECTION 5**

Upon request of the Union/Association, the City shall provide non-confidential information relating to the specific grievance with regard to which such information is requested.

AM

**ARTICLE XV**  
**FUNERAL LEAVE**

**SECTION 1**

An employee shall be granted special leave with pay because of a death in his or her immediate family, including relatives residing in the same household; or the death of a grandmother, grandfather, son-in-law, or daughter-in-law who resides elsewhere.

**SECTION 2**

Funeral leave shall be granted as aforesaid from the date of death until the first tour of duty following interment.

**SECTION 3**

Where said death is of other relatives up to the first degree of kindred not residing with the employee, said leave shall not exceed one (1) day.

**SECTION 4**

Reasonable verification of the event may be required by the City.

## **SECTION 5**

Notwithstanding any other provision of this ARTICLE, special funeral leave with pay shall be granted for a period of fifteen (15) calendar 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) calendar days.

## **SECTION 6**

Notwithstanding any provision of this ARTICLE, special funeral leave with pay shall be granted for a period of ten (10) calendar days due to the death of any employee's son or daughter, father or mother, brother or sister, father-in-law or mother-in-law.



## ARTICLE XVI

### EDUCATIONAL PROGRAMS

#### SECTION 1

- a. The City agrees to conform to uniform procedures for allowing personnel time off to attend college or other schools. Employees will not be discriminated against for said time off which will not be arbitrarily or unreasonably withheld. For all employees hired after February 21, 2003, the employee's attendance at a bona fide institution of higher education shall be done on his/her time.
- b. All employees shall be paid \$10.00 per credit for successfully completing any bona fide course in any accredited college. A certificate of successful completion shall be submitted before any payment of credit is made. The maximum payment under the within provisions shall be \$1,200 in any single year and same shall be paid in December or as soon thereafter, following the submission of the certificate of successful completion however payment will not be made, provided the documentation has been submitted, after the 15th day of January of the following calendar year.
- c. Payments under this ARTICLE, which as provided in SECTION 1(b), shall be made in December or as soon thereafter, following the submission of the certificate of successful completion however payment will not be made, provided the documentation has been submitted, after the 15th day of January of the following calendar year and shall be made on a pro-rata basis only for those months in which the employee is on active duty as a uniformed employee

of the City.

AA

**ARTICLE XVII**  
**DISCRIMINATION**

**SECTION 1**

The City of Camden and the Union/Association agree not to discriminate against any individual with respect to hiring, promotion, compensation, terms of conditions of employment, because of such individual' s race, color, religion, national origin, sex, handicap, disability, ethnicity, bi-lingual ability, political beliefs or union activities.

**SECTION 2**

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

## ARTICLE XVIII

### MILITARY LEAVE

#### SECTION 1

All employees shall be granted a leave of absence on the date(s) of service which shall be from 12:00 midnight of the day they are to report until 12:00 midnight on the date after service is completed for field training in accordance with the following provisions:

- a. Any employee of the City covered by this Agreement who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or any other organization affiliated therewith, shall be entitled to leave of absence from his/her respective duty without loss of pay or time on all days which he/she shall be engaged in field training, which period shall not exceed two (2) weeks in calendar year. Such leave of absence shall be in addition to the regular annual vacation allowed such employee.
- b. A member called into any other extended service with the Armed Forces shall be placed upon leave without pay for the period of such service.
- c. After two (2) years service, any member entering extended active military services with the Armed Forces in a voluntary or involuntary basis during wartime and on any involuntary basis during peacetime shall be granted military leave with pay in accordance with State or Federal Law.

**SECTION 2**

All employees shall be paid, as aforesaid, and their accumulated vacation, holiday or sick time shall not be forfeited.

AA

**ARTICLE XIX**  
**REQUIREMENTS**

**SECTION 1**

Physical and scholastic standards shall not be waived or lowered for any applicant; such standards shall be in accordance with the present State of New Jersey Department of Personnel regulations and requirements.

**SECTION 2**

Vacancies in the Fire Prevention Specialist Unit and any other specialized unit, or future specialized unit, will be posted for inspection by all interested parties .

**ARTICLE XX**  
**EMPLOYEE RIGHTS**

**SECTION 1**

No employee shall be suspended without pay for any department charges or for the commission of a disorderly persons act without a departmental hearing in accordance with New Jersey Department of Personnel procedures.

**SECTION 2**

The Union shall be notified of all departmental charges prior to the hearing and the results thereof. The Union shall also be notified of any changes in the hearing date prior to the hearing.

**SECTION 3**

The Union shall be entitled to have a representatives present at all departmental hearings at the request of the charged employee.

**SECTION 4**

The City will reimburse the bargaining unit for all fees and costs associated with the successful appeal of disciplinary actions. Payment to be made within thirty (30) days of the submission of the costs to the City.

**ARTICLE XXI**  
**SERVICE RECORDS**

**SECTION 1**

Each employee/member shall, during normal business hours of the Employee Relations Department and the Chief's office, have the right of access to his/her personnel file.

**SECTION 2**

The contents of personnel records shall be made available to the employee for inspection and review at any reasonable time during the regular business hours of the City. At his/her request, an employee shall be provided one copy of any document placed in the employee/member's file. Payments for copying materials and documents shall be in accordance with the City's Ordinance.

**SECTION 3**

An employee/member shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the City. The City shall provide an opportunity for the employee/member to respond in writing to any information which he/she disagrees. Such responses shall become a permanent part of the employee's personnel record. The employee shall be



responsible for providing the written responses to be included as part of the employee/member's permanent record.

#### **SECTION 4**

The only other persons permitted to have access to the contents of any employee/member's personnel file, excluding background investigations and references from previous employers, are designated representatives and authorized staff of the City and representatives of the employee/member which have the employee/member's written authorization.

#### **SECTION 5**

Materials placed in the employee/member's "disciplinary file" which are written reprimands more than two (2) years old, and disciplinary actions with severe penalties more than five (5) years old, will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which show patterns of similar misconduct as defined in the Department's Rules and Regulations and Department Instructions.

#### **SECTION 6**

Retention schedule shall be as follows in compliance with the State Law. Material attached to and a part of any document identified below shall carry the same

retention period as the document itself.

a. Permanent Retention

The Following materials shall be permanently retained in any employee's file:

Employment Application	Applicant Investigation
Pre-Appointment Interview	Employee Leave
Promotion Letters	Transfer Letters
Commendations	Oath of Office
Appointment Letter	Summary Training Record

b. Five-Year Retention

Notice of disciplinary action resulting in loss of time or pay.

c. Three-Year Retention

All reports, letters and other correspondence, including reports of discipline not included above.

Records will be purged from an employee/member's personnel file in accordance with the above retention schedule.