

# **AGREEMENT**

**BETWEEN**

**CITY OF CAMDEN**

**AND THE**

**COMMUNICATIONS WORKERS OF**

**AMERICA, AFL-CIO**



**LOCAL 1014**

**NON-SUPERVISORY EMPLOYEES**

**JANUARY 1, 2022 - DECEMBER 31, 2025**

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## **PREAMBLE**

This Agreement entered into by the City of Camden, hereinafter referred to as "the City" and the Communications Workers of America, AFL-CIO, Local 1014, hereinafter referred to as "Local 1014", has as its purpose the promotion of harmonious relations between the City and Local 1014; 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**

- A) The City, in accordance with the Certification of Recognition granted by the Public Employment Relations Commission, recognizes CWA Local 1014, as the exclusive representative for collective negotiation concerning salaries, wages, hours and other terms and conditions of employment for all City employees in the job titles set forth in Appendix 1 attached hereto. It is agreed that in the event the City creates new job titles conforming to the terms of the Certification of Recognition such titles shall be covered by this Agreement. Disputes as to the inclusion of new titles in the bargaining unit shall be resolved by arbitration in the manner set forth herein. This recognition, however, shall not be interpreted as having the effect of in any way abrogating the rights of employees as established under N.J.S.A 34:13A-1 et seq.
- B) 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 Local 1014.

## **ARTICLE II – UNION DUES**

- A) The City agrees to deduct CWA Local 1014 monthly union 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 CWA Local 1014 and the appropriate deductions of all employees shall be remitted monthly to the Treasurer of CWA Local 1014 together with a list of the names of all employees for whom the deductions are made. Remittance shall be made by the 10<sup>th</sup> day of the month immediately succeeding the month in which the deductions are made. The City also agrees to deduct an amount equal to CWA Local 1014's initial membership fee from an employees' wages, upon proper notice by CWA Local 1014 to the City, and remit it, forthwith, to CWA Local 1014.

Effective April 2021, union dues and an initial membership fee deducted pursuant hereto shall be remitted by the City to the CWA, c/o Secretary-Treasurer,

Communications Workers of America, AFL-CIO, 501 3rd Street NW, Washington, D.C., 20001-2797, by the 10th day of the month immediately succeeding the month in which the deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the CWA Local 1014 office.

- B) Employees who have authorized the payroll deduction of fees to CWA Local 1014 may revoke such authorization by providing written notice to the City at any time. Within five (5) days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the City shall provide written notice to CWA Local 1014 of an employee's revocation of such authorization. The effective date of a termination in dues deductions shall be July 1 next succeeding the date on which notice of revocation is filed by an employee with the City's disbursing officer.
- C) The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claim of loss whatsoever arising as a result of said deductions.

#### **ARTICLE IIA – WORKPLACE DEMOCRACY ENHANCEMENT ACT**

- A. CWA Local 1014 shall have the following rights:
  - 1. The right to meet with individual employees on the premises of the City during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
  - 2. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the City's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of CWA Local 1014, and internal union matters involving the governance or business of CWA Local 1014; and
  - 3. The right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the City does not conduct new employee orientations, at individual or group meetings.
  - 4. Within 10 calendar days from the date of hire of negotiations unit employees, the City shall provide the following contact information to CWA Local 1014 in an Excel file format or other format agreed to by the CWA: name, job title, worksite

location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the City, date of hire, and work email address and any personal email address on file with the City. Every 120 calendar days beginning on January 1, 2019 the City shall provide CWA Local 1014, in an Excel file or similar format agreed to by the CWA, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the Employer.

5. The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between CWA Local 1014 and their members, and non-members, are not government records and are exempt from any disclosure requirements of P.L. 1963, c. 73 (C.47:1A-1 et seq.).
6. CWA Local 1014 shall have the right to use the email systems of the City to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiation agreements, the investigation of grievances, other work-place related complaints and issues, and internal union matters involving the governance or business of the Union.
7. CWA Local 1014 shall have the right to use government buildings and other facilities that are owned or leased by the City to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with City operations. Meetings conducted in City buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. CWA Local 1014 conducting a meeting in a City building or facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the building or facility that would not otherwise be incurred by the City.

### **ARTICLE III- SENIORITY**

- A) Except where the New Jersey Civil Service Commission 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 Local 1014 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 Civil Service Commission (NJCSC) layoff procedures and are rehired to permanent positions under NJCSC 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 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 Local 1014.
- C) 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.
- 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**

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

- C) 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.
- D) Overtime shall be paid currently or at least no later than the second pay period after the overtime is performed.
- E) 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.
- F) The City 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.
- G) The City and Local 1014 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.

H) Notwithstanding the provisions of Section B, the following procedures will be used to distribute overtime in the City of Camden Department of Public Works:

- 1) Employees working overtime must be capable of performing the duties required including the safe operation of any equipment required.
- 2) Overtime shall be assigned by crew in accordance with regular work assignments and in accordance with established procedures in the Department for distribution among eligible (as defined in this section) employees as equally as possible.

The Department of Public Works will provide Local 1014 with a list of jobs performed by each separate crew within 10 business days of implementation. The Department will notify Local 1014 if any new jobs performed by the Department and the assignment by crew.

- 3) When voluntary overtime is opened to all blue collar non-supervisory unit employees, the Department shall make a good faith effort to make it available to eligible (as defined in this section) employees in both Neighborhood Services Division and Parks Division.
- 4) Any overtime in connection with work performed during the regular working hours by a specific Division (Neighborhood Services, Parks & Open Spaces/Facility Maintenance, Traffic Maintenance, or Utilities) shall be handled by members of that Division in accordance with established procedures in the Department for distribution among eligible (as defined in this section) employees as equally as possible.
- 5) If overtime is required to finish work that is being performed during regular working hours, and the overtime overlaps with the employees' regular shift, the employees performing such work will remain on the job to the completion of the overtime shift.
- 6) Supervisory employees will be in a separate overtime pool than non-supervisory employees. Supervisory employees may perform the work of non-supervisory employees if a supervisory employee is needed to evaluate the need for overtime, direct the work, and assure completion of the work, and only one employee is needed to perform a task that does not require a specialized title.
- 7) In the case of weather emergencies requiring the use of employees holding CDL licenses, overtime shall be distributed in accordance with the following:

- a) The City will endeavor to limit weather emergency overtime shifts to 12 hours or less and to restrict employees from working more than one consecutive shift.
- b) All employees holding titles requiring CDL's will be called in first for the operating of equipment requiring CDL's. Those titles include Truck Drivers, Tractor Trailer Drivers, Heavy Equipment Operators, Equipment Operators, and Motor Broom Drivers. Following the exhaustion of the above list, all other employees holding CDL's will be called from a common pool for the operation of equipment requiring CDL's.
- c) Only employees completing Department approved training in snow plowing or certified by the Department Director as "experienced" will be assigned snow plowing duties. Training will be made readily available to all blue collar employees. All employees holding titles requiring CDL's will be required to complete Department approved snow plowing training.
- d) Distribution will be in accordance with established procedures in the Department for distribution among eligible (as defined in this section) employees as equally as possible.
- e) In the case of weather emergencies, all employees holding the titles Laborer 1 or Maintenance Worker 1, Grounds will be called first for overtime not requiring a CDL but requiring duties most specific to Laborer, such as snow shoveling and snow blowing, in accordance with established procedures in the Department for distribution among eligible (as defined in this section) employees as equally as possible. Following the exhaustion of the above list, all other non-supervisory blue collar employees will be called from a common pool in accordance with established procedures in the Department for distribution among eligible (as defined in this section) employees as equally as possible.
- f) If more than one overtime shift is scheduled prior to the start of the emergency weather response, employees holding titles requiring CDL's including Truck Drivers, Tractor Trailer Drivers, Heavy Equipment Operators, Equipment Operators and Motor Broom Drivers may be assigned to work either the first or second shift to allow for highly skilled employees on each shift. Following the exhaustion of the list of eligible employees in the appropriate classification for each separate shift, all other non-supervisory blue collar employees capable of performing the work will be called from a common pool in accordance with established procedures in the Department for distribution among eligible (as defined in this section) employees as equally as possible.

#### ARTICLE VI – CALL IN TIME

- A) Any employee requested to return to work, after or before his or her regularly scheduled shift, shall be paid for a minimum of three (3) hours.
- B) Call in time, including the one hour travel time, shall be considered as time worked. Call in time shall be paid at straight time except where all or part of the call in time 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) The salary scales authorized under this Agreement shall be interpreted as exclusive of any bonus payments or longevity pay as set forth herein.
- C) During the term of this Agreement the salary scales will not be reduced unless by mutual consent of both parties. All employees hired on or after November 1, 2012 shall be subject to the four-step salary scale regardless of their current or subsequent position.
- D) 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:

White collar employees 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.

Each day that a blue collar 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 salary step exceeding his/her

present salary step which results in a pay increase of at least fifty cents (\$.50) per hour.

- E) An employee shall be paid the rate of pay for his own classification when performing work of a lower paid classification.
- F) Public Works employees shall be paid an additional \$3.56 per hour for all hours in which they perform demolition work.
- G) 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 for those employees that possess a CDL and/or endorsement. All Department of Public Works and Human Services employees who earn and maintain a Pool Certification shall be paid an additional \$300 per year.

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

Municipal Court employees shall receive \$500/week, effective January 1, 2018 when on call.

The Recycling Coordinator shall receive a stipend of \$350/year.

All other Public Works Employees who earn and maintain a Recycling Coordinator certification shall receive a stipend of \$150/year.

All Public Works employees who earn and maintain a Class A CDL License (For any vehicle having a gross combination weight rating (GCWR) or gross combination weight of 26,001 pounds or more, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating (GVWR) or gross vehicle weight of more than 10,000 pounds, whichever is greater) shall receive a stipend of \$300/year (in addition to the stipend for Class B CDL License) except for those in titles for which a Class A CDL is a requirement.

All Public Works employees who earn and maintain a HazMat endorsement shall receive a stipend of \$150/year in any year where the employee's HazMat endorsement is used in service to the City.

All Public Works employees who earn and maintain a TWIC card (Transportation Worker Identification Credential) shall receive a stipend of \$75/year in addition to the stipend for the CDL.

All Public Works employees who earn and maintain a Class C CDL (for any vehicle designed to carry 16 or more passengers, including the driver) shall receive a stipend of \$200/year in addition to the stipend for the Class B CDL.

The City will reimburse all employees any costs related to the holding and maintaining of licenses, endorsements, certifications, etc., used on behalf of the City.

#### **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 December 31, 2021 shall be increased during the term of this Agreement as follows:

January 1, 2022 – 2.5% increase on wage schedule  
January 1, 2023 – 3% increase on wage schedule  
January 1, 2024 – 2.75% increase on wage schedule  
January 1, 2025 – 2.75% increase on wage schedule

All active employees, terminated employees, resigned employees and retired employees will receive retroactive pay for calendar year 2022 for the period of time the employee, terminated employee, resigned employee or retired employee was employed by the City during 2022.

- B) Employees who were hired prior to November 1, 2012 shall continue to receive a salary step increase in accordance with the seven-step guide on the anniversary of their date of hire with the City until they reach Step 7 (the highest step). Employees shall be paid in accordance with the salary scales agreed between the parties, increase by the negotiated wage increase. Effective January 1, 2018, employees hired on or after November 12, 2012 shall be subject to a four-step salary scale, as adjusted by negotiated salary increases, with these employees receiving a step increase every other year. As an example, employees hired between November 1, 2012 and December 31, 2013 will move up one step (to Step 2) as of their anniversary date in 2015, and one step (to Step 3) on their anniversary date in 2017 (see expanded example chart below).

Year Hired	Move to Step 2	Move to Step 3	Move to Step 4
On or after November 1, 2012 and 2013	2015	2017	2019
2014	2016	2018	2020
2015	2017	2019	2021
2016	2018	2020	2022
2017	2019	2021	2023
2018	2020	2022	2024
2019	2021	2023	2025

Employees hired before 2018 would be adjusted to the step indicated above for 2018 as of January 1, 2018. No retroactive pay shall be issued for prior years. The increases for those hired prior to 2017 shall be effective January 1, 2018. All wage increases shall be retroactive to January 1, 2018.

In those circumstances where the City creates a new job title or classification, the City shall negotiate a seven-step wage scale for the new title with Local 1014, however, those employees hired prior to November 1, 2019 shall receive step increases based on a seven-step scale, and those employees hired thereafter shall receive increases based upon the first four steps of that scale. When an employee changes title to a title or classification with a higher wage scale, his/her salary shall be adjusted to the salary step for the new position which is closest to, but not less than, 5% more than his/her former salary. Those employees shall receive step increases consistent with their date of hire and the appropriate wage scale on the anniversary of their date of hire with the City until they reach the highest step on the appropriate wage scale.

- C) When either an employee laid off from a permanent position through the New Jersey Civil Service Commission (NJ CSC) layoff procedures and subsequently rehired to a permanent position under the NJ CSC procedures, through re-employment rights or open competitive examination within five years, changes titles to a title which has an equal or lower wages scale than the employee's current title or the laid off employee's former title, he or she shall be placed on the same salary step for the new title as he or she was on for his or her current or former title.
- D) 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.
- E) 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 Local 1014 but may create one salary for the title in lieu of a salary range.

- F) Employees who were hired prior November 1, 2012 are laid off from a permanent position through New Jersey Civil Service Commission (NJCSC) layoff procedures and are rehired to permanent positions under NJCSC 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 and shall continue to receive the salary step increases.

#### 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. Effective December 2012, employees shall receive longevity pay in accordance with the provisions of the 2009-2011 Agreement and their annual base salary for 2012, after the negotiated increase, as set forth in this Agreement. In all subsequent years, employees shall receive longevity pay in an amount equal to the payment they received in December 2012. Employees hired after December 31, 2003 shall not be eligible for longevity 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 shall receive longevity pay based on their length of service, prorated, and paid at time of termination. The aforesaid longevity payments are payable each year of this Agreement.
- C) Employees who were laid off from a permanent position through New Jersey Civil Service Commission (NJCSC) layoff procedures and are rehired during 2012 to permanent positions under NJCSC procedures, through reemployment rights or open competitive examination and are eligible for a longevity payment during 2012, shall receive a prorated longevity payment in 2012 based on the portion of the year they were employed. In subsequent years of their employment, these employees shall receive longevity payments in an amount equal to what they would have received in 2012 if they were employed that entire year.
- D) Employees who are laid off from a permanent position through New Jersey Civil Service Commission (NJCSC) layoff procedures and are subsequently rehired to permanent positions under NJCSC procedures, through reemployment rights or open competitive examination, within five (5) years, shall be eligible for a longevity payment, if as of December 2012, they were or would have been eligible to receive a longevity payment in accordance with the 2009-2011 collective negotiated agreement.

## ARTICLE X – HOLIDAYS

- A) The following are recognized paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth (third Friday in June), 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. Employees shall not suffer the loss of payment for the holiday if they are suspended on the day before or day after the holiday unless the holiday is counted as a suspension day.

## ARTICLE XI – VACATION

- A) Full time 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 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of



the month. If an employee commences work after the 23<sup>rd</sup> 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) Four (4) 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) day's 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.
  - 8) Employees covered by this Agreement shall be required to submit only one choice per vacation request when requesting vacation leave.
  - 9) Seniority as outlined in Article III shall prevail when questions arise concerning vacation scheduling, if requests are made prior to March 31st.
  - 10) 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.
- B) Employees who are laid off from a permanent position through New Jersey Civil Service Commission (NJCSC) layoff procedures and are rehired to permanent positions under NJCSC 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, unless the employee is not entitled to the specific benefit pursuant to the provisions of this Agreement.

#### **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 1<sup>st</sup> through 8<sup>th</sup> day of the calendar month, and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month. If an employee commences work after the 23<sup>rd</sup> 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., or for any of the reasons set forth in the New Jersey Earned Sick Leave Law, a pertinent copy of which is attached to this Agreement.

- 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, so long as the employee is advised in advance of the requirement, 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 (½) 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 in the City service shall be entitled to the same sick leave as permanent employees.

- C) Employees who are laid off from a permanent position through New Jersey Civil Service Commission (NJCS) layoff procedures and are rehired to permanent positions under NJCS 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, unless the employee is not entitled to the specific benefit pursuant to the provisions of this Agreement.

### 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) 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 City 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 City. In no event shall such leave be granted until the employee has exhausted all accrued sick leave.
- E) 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 City upon return to service or for any other reasons as shall be considered good by the City. 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.
- F) Special Leave: An employee in local service shall be given time off without loss of pay when:

1) Performing jury duty

- i) 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.
  - ii) 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.
  - 3) 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.

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.

- 4) Employees who are duly authorized representatives of Local 1014 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 Communication Workers of America. Such leave shall not exceed an aggregate period of five (5) days in any calendar year.

All shop stewards, trustees, and officers of Local 1014 shall be entitled to one (1) day leave of absence with pay per year for the Annual Union Seminar.

G) 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 of this article.

H) Bereavement Leave

- 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. Step-child shall be considered the same as child for the purposes of bereavement leave and the corresponding days of leave shall be granted.
  - 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, to be taken within 60 days from the date of death of that employee's aunt, uncle, brother-in-law or sister-in-law.
  - 5) Employees who are laid off from a permanent position through New Jersey Civil Service Commission (NJCSC) layoff procedures and are rehired to permanent positions under NJCSC procedures, through reemployment rights or open competitive examination, within five (5) years, shall be entitled to receive bereavement leave subject to the terms of this section G.
- I) Employees are also entitled to leave pursuant to the provisions of the New Jersey Family Leave Act and/or federal Family and Medical Leave Act.
  - J) 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.
  - K) Any bargaining unit member who assumes the County-wide Presidency of CWA Local 1014 shall be granted an approved leave of absence for Union leave, pursuant to N.J.S.A. 40A:9-7.3. At the conclusion of said term of office and leave of absence, the City agrees to reinstate the employee with seniority to the employee's former position, crediting the employee with all contractual benefits and their current contractual salary for the employee's title with steps.

#### **ARTICLE XIV – FRINGE BENEFITS**

##### **A) Worker's Compensation**

- 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) Severance Pay:

- 1) Severance pay will remain as provided in the 2009-2011 Agreement until December 31, 2014, except that persons in the classified service hired after December 31, 2012 shall not be eligible for this benefit.
- 2) Effective after December 31, 2014, there shall be paid as a part of the salary for eligible persons in the classified service hired prior to December 31, 2012, 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

- 3) Upon retirement from service to the City, an employee shall receive, in addition to the schedule as set in Section B (1) of this Article, fifty percent (50%) of his/her accumulated sick time upon retirement in the state administered pension system, subject to the preceding paragraph of this article, as additional severance pay up to a maximum payment of \$15,000.

- 4) 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.
- 5) Employees who are laid off from a permanent position through New Jersey Civil Service Commission (NJCSC) layoff procedures and are rehired to permanent positions under NJCSC procedures, through reemployment rights or open competitive examination, within five (5) years, shall retain their seniority from their prior service with the City for longevity, sick, vacation, salary step placement and severance pay purposes, unless the employee is not entitled to the specific benefit pursuant to the provisions of this Agreement.

#### **ARTICLE XV – INSURANCE**

- A) All full-time City employees shall be covered by the State Health Benefits Program for medical and prescription coverage, allowing all eligible employees to select from all plan options. Coverage through the State Health Benefits Program shall be fully paid by the City, subject to the premium sharing contributions in accordance with the provisions of P.L. 2011, Chapter 78. However, any employee who chooses to enroll in the CWA Unity DIRECT plans (NJ Direct and NJ Direct 2019) shall contribute to the premium at the rate set forth by the State Health Benefits Commission chart schedule in effect on January 1, 2022, which is attached in the appendices to this contract. These premium contribution provisions are not available to any retiree. There shall be no change in the group hospital plan (or health insurance benefits) presently maintained and paid by the City, including all benefits and coverage levels and deductible charges on behalf of the employees and their families except in the case of a new plan that is equivalent or better. Such changes shall be discussed with Local 1014 before being implemented.
- B) Other than the employee contributions for CWA Unity DIRECT plans (NJ Direct and NJ Direct 2019), effective June 28, 2011, all active unit employees who have not waived health and prescription benefits, shall contribute towards the cost of health insurance, in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium only plan, in accordance with the City's regular payroll practices. These contributions shall cease upon the employee's retirement. Continued Health Benefits for retirees is established by Chapter 57 of the Camden Code and, for those required to contribute, the amount of the contributions is set forth in P.L. 2011, Chapter 78.
- C) When an employee and/or spouse reaches age 65 and have his/her medical coverage supplemented by Medicare, the City will reimburse the employee for the cost of the Medicare Plan.



- D) There shall be no change in the Dental Plan for City employees currently maintained and paid for by the City 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 Local 1014 before implementation.
- E) Employees retiring during the term of this contract shall be eligible to remain on the Dental Plan upon notification to the Health Benefits Office effective January 1, 1988 and upon agreeing to pay any increase over the 1987 premium.
- F) Effective January 1, 2019, The City will contribute \$45 per employee on January 1 and July 1 each year to the Local 1014 Health & Welfare Program for a Vision Plan and Local 1014 Unit Employee activities.
- G) Pursuant to P.L. 2011, Ch. 78, the City shall establish a Flexible Spending Account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by the health benefits plan, pursuant to section 125 of the Internal Revenue Code, 26 U.S.C. § 125, dependent care expenses as provided in Section 129 of the Code, 26 U.S.C § 129, and such benefits as are consistent with Section 125 which are included under the plan.
- H) 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 XVI – LIMITED DUTY ASSIGNMENTS**

- A) 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 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 is required.

- 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 City at no expense to the employees and shall be promptly replaced if worn out and/or damaged. The City shall provide boots through a vendor and allow the employees to select boots, as needed, up to an allowance of \$150 per pair.
- 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 \$240.00 per year, effective January 1, 2015, 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. Effective September 1, 2018, the City shall provide the uniforms through a vendor and allow those employees required to wear uniforms to select uniform items up to an annual total amount of \$380.00, not including the cost of raingear. Raingear will continue to be provided separately. In addition, these employees shall receive a payment of \$185.00 per year in the first pay of July for maintenance, effective January 1, 2015. Employees required to wear uniforms who do not wear them shall be subject to disciplinary action. When requested, the City shall provide Local 1014 with a list of employees eligible for clothing or maintenance allowances. In advance of any bidding process and/or the selection of a provider, the City shall jointly review with Union Representatives the quality of uniform items available under the uniform allowance to ensure the quality of all items is

satisfactory. Notwithstanding the above, the City has the final authority on all employer purchasing decisions.

- F) Employees authorized to use their own tools in the course of their employment shall receive a \$155.00 annual allowance, effective January 1, 2015.

#### **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 Local 1014 when any employee is suspended, fined, demoted, discharged, or otherwise disciplined. The notification shall be submitted to Local 1014 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 Local 1014 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 Local 1014 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 Local 1014 and shall be made within ten (10) days of its submission.

Step 3 – If the grievance is not settled by the preceding steps, then Local 1014 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 Local 1014 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 Local 1014 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 Local 1014 or its equivalent, may be present at any hearing on the individual's grievance.
- G) Local 1014 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 Local 1014 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 Local 1014, who are not employees of the City, will be permitted to visit with employees during working hours at their work stations for the purpose of

discussing Local 1014 representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress.

- I) When any agent of Local 1014 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, Local 1014 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 City may establish reasonable and necessary rules of work and conduct for employees. Notice of the establishment of such rules will be given to Local 1014 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 employees shall be provided with appropriate training and periodic retraining to ensure that all employees are kept current with industry practices in this regard.
- C) The City shall supply all employees with proper identification to present to the general public while in performance of their duties.
- D) Employees not wearing or possessing the required safety items, uniforms, and/or tools provided to them shall be prohibited from working and will suffer loss of wages for any such date. All employees must satisfactorily complete required training.

## ARTICLE XXIII – GENERAL PROVISIONS

- A) Bulletin boards will be made available by the City, in places mutually agreeable to the City and Local 1014, at each of the permanent work locations in each Department for the use of Local 1014 to post Local 1014 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 Local 1014 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 Local 1014 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 Local 1014. 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 Local 1014 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 City will make arrangements through the Camden Parking Authority or Local 1014 for a payroll deduction parking plan.
- G) The "Employee of the Month" program will be referred to the Labor/Management Committee along with any attendance bonus programs.
- H) In calendar years with 27 pay dates (instead of the normal 26 pay dates), regular biweekly pay shall be adjusted so that an employee's annual pay (the amount paid in

the calendar year) shall be consistent with the annual salary in this Agreement and with the Salary and Wage Ordinance of the City of Camden. However, the employee's normal hourly rate shall be used for payment of overtime in those years with 27 pay dates.

- I) Effective with the signing of the contract, the City will allow employee to make payroll deductions for any lawful group, cause, charity, organization, etc. provided the proper authorization is submitted.

#### **ARTICLE XXIV –MANAGEMENT RIGHTS**

- A) It is recognized that the management of the City offices, the control of the properties and the maintenance of order and efficiency, are solely the responsibility of the City. Accordingly, the City retains the following rights, including, but not limited to: selection and direction of the workforce; to hire, suspend, or discharge for just cause; to establish work-related rules and regulations subject to prior notice to the Union of any change; to decide the staff, scheduling work assignments; to take disciplinary action for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, direct the performance of the work and the amount of supervision necessary; to determine the equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or sub-contract.
- B) The City retains all rights of management unless otherwise specifically restricted by this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C) Nothing herein shall be construed as limiting an employee's rights covered by statute, applicable state administrative rules or regulations, and/or the provisions of the New Jersey Employer- Employee Relations Act.

#### **ARTICLE XXV– DURATION**

- A) This Agreement shall take effect for a four year term – January 1, 2022 through December 31, 2025. 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 no 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 CWA Local 1014, 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 \_\_\_\_\_, 2022 to this Certification.

FOR THE CITY OF CAMDEN

FOR THE CWA LOCAL 1014 NON-SUPERVISORY UNIT

\_\_\_\_\_  
Vic Carstarphen, Mayor

\_\_\_\_\_  
Garren Steiner, President, CWA Local 1014

\_\_\_\_\_  
Timothy Cunningham, Bus. Admin.

\_\_\_\_\_  
James McAsey, CWA National Rep.

\_\_\_\_\_  
Leroy Baylor, CWA National Rep.

Dated:

Dated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated:

**APPENDIX 1**  
**List of CWA Local 1014 Non-Supervisory Unit Titles**

- |  |   |
|--|---|
| 1. Account Clerk                                     | 22. Building Service Worker                         |
| 2. Accountant  | 23. Carpenter                                       |
| 3. Accounting Assistant                              | 24. Carpenters Helper                               |
| 4. Administrative Analyst                            | 25. Cashier   |
| 5. Analyst Grant Applications                        | 26. Claims Examiner, Workers Compensation           |
| 6. Animal Control Officer                            | 27. Clerk 1   |
| 7. Architect   | 28. Clerk 1 (Assessing Clerk)                       |
| 8. Assistant Administrative Analyst                  | 29. Clerk 2   |
| 9. Assistant Animal Control Officer                  | 30. Clerk 3   |
| 10. Assistant Assessor                               | 31. Clerk 3 (Principal Personnel Clerk)             |
| 11. Assistant Chief Housing Inspector                | 32. Clerk Stenographer 1                            |
| 12. Assistant Planner                                | 33. Clerk Stenographer 2                            |
| 13. Assistant Superintendent of Weights & Measures   | 34. Clerk Stenographer 3                            |
| 14. Assistant Traffic Engineer                       | 35. Clerk Transcriber                               |
| 15. Assistant Violations Clerk                       | 36. Clerk Typist 1, Evidence Handling               |
| 16. Assistant Zoning Officer (Part Time)             | 37. Code Enforcement Officer                        |
| 17. Auditor  | 38. Community Organization Specialist               |
| 18. Building Inspector                               | 39. Community Relations Specialist, Law Enforcement |
| 19. Building Inspector Apprentice                    | 40. Community Service Aide                          |
| 20. Building Maintenance Worker                      | 41. Community Service Worker                        |
| 21. Building Maintenance Worker Low Pressure License | 42. Complaint Investigator                          |

43. Computer Service Technician	66. GIS Specialist 3
44. Contract Compliance Representative	67. GIS Specialist Trainee
45. Cost Estimator Property Improvement	68. Graphic Artist I
46. Court Interpreter S&E	69. Graphic Artist 2
47. Customer Service Representative	70. Heavy Equipment Operator
48. Customer Service Representative Bilingual Spanish and English	71. Historic Preservation Specialist
49. Data Control Clerk	72. Housing Inspector
50. Data Entry Operator 1	73. Identification Officer
51. Data Entry Operator 2	74. Industrial Representative
52. Data Entry Operator 3	75. Interviewer, Courts
53. Data Processing Programmer	76. Interviewer, Courts, Bilingual Spanish & English
54. Data Processing Programmer Trainee	77. Investigator A.B.C.
55. Deputy Registrar of Vital Statistics	78. Investigator Public Works
56. Economic Development Rep. 2	79. Job Developer
57. Electrical Inspector	80. Keyboarding Clerk 1
58. Electrician	81. Keyboarding Clerk 2
59. Electrician Helper	82. Keyboarding Clerk 3
60. Employee Benefits Clerk	83. Laborer 1
61. Employee Benefits Specialist	84. Laborer 1 (Laborer Heavy)
62. Engineering Aide	85. Landscape Architect
63. Equipment Operator	86. Legal Secretary
64. Garage Attendant	87. Legal Stenographer
65. Gardener	88. License Inspector
	89. License Inspector Bil. In S&E
	90. Loan Advisor

91. Mail Clerk	116. Principal Data Control Clerk
92. Maintenance Repairer	117. Principal Employee Benefits Clerk
93. Maintenance Worker 1, Grounds	118. Principal Engineering Aide
94. Material Management Coordinator	119. Principal Legal Stenographer
95. Mechanic	120. Principal Mail Clerk
96. Mechanic (Diesel)	121. Principal Payroll Clerk
97. Mechanic Fire Apparatus	122. Principal Planner
98. Mechanic's Helper	123. Principal Planning Aide
99. Motor Broom Driver	124. Principal Purchasing Assistant
100. Municipal Court Attendant	125. Principal Storekeeper
101. Network Administrator 1	126. Printing Machine Operator 1
102. Network Administrator 2	127. Printing Machine Operator 2
103. Omnibus Operator	128. Printing Machine Operator 3
104. Paralegal Specialist	129. Printing Machine Operator 4
105. Parking Enforcement Officer	130. Program Analyst
106. Payroll Clerk	131. Program Monitor
107. Personnel Aide	132. Project Coordinator Construction
108. Personnel Assistant	133. Project Coordinator Crime Prevention Program
109. Planning Aide	134. Project Manager, Data Processing
110. Plumbing Inspector	135. Property Clerk
111. Principal Account Clerk	136. Public Information Officer
112. Principal Account Clerk Typing	137. Public Safety Telecommunicator
113. Principal Cashier	138. Public Safety Telecommunicator Trainee
114. Principal Clerk Transcriber	139. Public Works Inspector
115. Principal Community Organization Specialist	

140. Purchasing Assistant	164. Senior Auditor
141. Purchasing Expediter	165. Senior Building Maintenance Worker
142. Radio Dispatcher	166. Senior Building Maintenance Worker Low Pressure License
143. Radio Dispatcher Typing	167. Senior Cashier
144. Radio Technician	168. Senior Clerk Transcriber
145. Receptionist	169. Senior Community Relations Specialist
146. Recorder Operator Courts	170. Senior Community Service Worker
147. Records Manager	171. Senior Computer Service Technician
148. Records Management Analyst	172. Senior Data Control Clerk
149. Records Support Technician 1	173. Senior Data Processing Programmer
150. Records Support Technician 2	174. Senior Electrician
151. Records Support Technician 3	175. Senior Engineer
152. Recreation Aide	176. Senior Engineering Aide
153. Recreation Leader	177. Senior Gardener
154. Recreation Program Coordinator	178. Senior Historic Preservation Specialist
155. Relocation Officer (Part Time)	179. Senior Housing Inspector
156. Research Assistant	180. Senior Landscape Architect
157. Sanitation Inspector	181. Senior Legal Stenographer
158. Secretary to the Board of Alcoholic Beverage Control	182. Senior Mail Clerk
159. Secretary Board/Commission (Full Time)	183. Senior Maintenance Repairer
160. Secretary Board/Commission (Part Time)	184. Senior Mechanic
161. Security Guard	185. Senior Mechanic (Diesel)
162. Senior Account Clerk	186. Senior Payroll Clerk
163. Senior Administrative Analyst	

187.	Senior Personnel Assistant	210.	Technician, Management Information Systems
188.	Senior Planner		
189.	Senior Planning Aide	211.	Telecommunications Systems Analyst
190.	Senior Program Development Specialist Community Service	212.	Telephone Operator
191.	Senior Program Monitor	213.	Tractor Trailer Driver
192.	Senior Public Works Inspector	214.	Traffic Maintenance Worker
193.	Senior Purchasing Assistant	215.	Traffic Signal Electrician
194.	Senior Sanitation Inspector	216.	Traffic Signal Technician 1
195.	Senior Security Guard	217.	Traffic Signal Technician 2
196.	Senior Storekeeper	218.	Training Technician
197.	Senior Traffic Maintenance Worker	219.	Tree Maintenance Worker 1
198.	Senior Traffic Signal Electrician	220.	Truck Driver
199.	Senior Training Technician	221.	Weights & Measures Apprentice
200.	Senior Youth Group Worker	222.	Welder
201.	Signal Systems Technician 1	223.	Youth Group Worker
202.	Signal Systems Technician 2	224.	Youth Group Worker Bil. In S&E
203.	Social Service Assistant	225.	Youth Services Counselor
204.	Storekeeper	226.	Zoning Officer (Part Time)
205.	Storekeeper Automotive		
206.	Substance Abuse Counselor 1		
207.	Tax Searcher		
208.	Technical Assistant Contract Administration		
209.	Technical Assistant to the Construction Official		



COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 1014

330 Market Street • 2nd Floor • Camden, NJ 08102  
Phone: (856) 541-4191 • Fax: (856) 541-9390

VIA FACSIMILE (856) 963-1841 AND REGULAR MAIL

May 2, 2016

Robert Corrales, Business Administrator  
City of Camden  
City Hall, Suite 400  
520 Market Street  
PO Box 95120  
Camden, NJ 08101-5120

RE: *Article XIV – Fringe Benefits Revised Contract Language*

Dear Mr. Corrales:

In follow-up to our discussion at the negotiations table this afternoon, I am providing the parties' understanding of specific contract language related to severance benefits. The language was proposed by the City and accepted by the Union based on our understanding of its meaning and intent following today's discussion. The language is as follows (The language in brackets is the additional language proposed by the City):

"An employee retiring by no later than April 1, 2013, upon retirement from service to the City of Camden, in addition to the schedule 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. [This section only applies to employees who retire in the state administered pension system. Employees who are separated from employment by termination, resignation, or lay-off are not entitled to this benefit even if they are approved for state pension subsequently to their separation with the City].

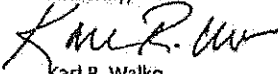
An employee retiring after April 1, 2013, upon retirement from service to the City of Camden, in addition to the schedule as set forth in Section B. (1) of this Article, shall receive fifty percent (50%) of his/her accumulated sick time [upon retirement, in the state administered pension system subject to the provisions of the preceding paragraph of this Article,] as additional severance pay up to a maximum payment of \$15,000."

Based on our discussions today, it is the parties' understanding that an employee who separates from the City as a "retirement", as opposed to a "termination", "resignation", or "lay-off", submits a state administered pension retirement application which is effective on or before a separation, due to termination, resignation or layoff, and does not subsequently defer his/her pension would be eligible for the severance benefits at retirement if otherwise qualified. As an example, an employee who was to be laid off on July 15 could "retire" as late as June 30 as long as he/she submitted his or her pension retirement date on or before June 30 and they did not later defer their pension. Under those

circumstances, the employee's separation from employment which occurred on June 30, is due to retirement, and, therefore, the exclusion from the severance provision is inapplicable.

If this is not correct, please let this office know immediately.

Your anticipated prompt attention to this matter is greatly appreciated.

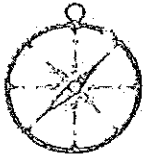
Sincerely,  
  
Karl R. Walko  
CWA Local 1014 President

/KRW

Cc: Negotiating Committee

APPENDIX 2



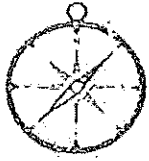


ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$20,000	2.00%	\$400	2.00%	\$400	2.00%	\$400	2.00%	\$400
\$21,000	2.00%	\$420	2.00%	\$420	2.00%	\$420	2.00%	\$420
\$22,000	2.00%	\$440	2.00%	\$440	2.00%	\$440	2.00%	\$440
\$23,000	2.00%	\$460	2.00%	\$460	2.00%	\$460	2.00%	\$460
\$24,000	2.00%	\$480	2.00%	\$480	2.00%	\$480	2.00%	\$480
\$25,000	2.00%	\$500	2.00%	\$500	2.00%	\$500	2.00%	\$500
\$26,000	2.00%	\$520	2.00%	\$520	2.25%	\$585	2.00%	\$520
\$27,000	2.00%	\$540	2.00%	\$540	2.25%	\$608	2.00%	\$540
\$28,000	2.00%	\$560	2.00%	\$560	2.25%	\$630	2.00%	\$560
\$29,000	2.00%	\$580	2.00%	\$580	2.25%	\$653	2.00%	\$580
\$30,000	2.25%	\$675	2.75%	\$825	2.50%	\$750	2.75%	\$825
\$31,000	2.25%	\$698	2.75%	\$853	2.50%	\$775	2.75%	\$853
\$32,000	2.25%	\$720	2.75%	\$880	2.50%	\$800	2.75%	\$880
\$33,000	2.25%	\$743	2.75%	\$908	2.50%	\$825	2.75%	\$908
\$34,000	2.25%	\$765	2.75%	\$935	2.50%	\$850	2.75%	\$935
\$35,000	2.25%	\$788	2.75%	\$963	3.00%	\$1,050	2.75%	\$963
\$36,000	2.25%	\$810	3.00%	\$1,080	3.00%	\$1,080	3.00%	\$1,080
\$37,000	2.25%	\$833	3.00%	\$1,110	3.00%	\$1,110	3.00%	\$1,110
\$38,000	2.25%	\$855	3.00%	\$1,140	3.00%	\$1,140	3.00%	\$1,140
\$39,000	2.25%	\$878	3.00%	\$1,170	3.00%	\$1,170	3.00%	\$1,170
\$40,000	2.25%	\$900	3.00%	\$1,200	3.00%	\$1,200	3.00%	\$1,200
\$41,000	2.25%	\$923	3.00%	\$1,230	3.00%	\$1,230	3.00%	\$1,230
\$42,000	2.25%	\$945	3.00%	\$1,260	3.00%	\$1,260	3.00%	\$1,260
\$43,000	2.25%	\$968	3.00%	\$1,290	3.00%	\$1,290	3.00%	\$1,290
\$44,000	2.25%	\$990	3.00%	\$1,320	3.00%	\$1,320	3.00%	\$1,320
\$45,000	2.40%	\$1,080	3.00%	\$1,350	3.50%	\$1,575	3.25%	\$1,463
\$46,000	2.40%	\$1,104	3.00%	\$1,380	3.50%	\$1,610	3.25%	\$1,495
\$47,000	2.40%	\$1,128	3.00%	\$1,410	3.50%	\$1,645	3.25%	\$1,528
\$48,000	2.40%	\$1,152	3.00%	\$1,440	3.50%	\$1,680	3.25%	\$1,560
\$49,000	2.40%	\$1,176	3.00%	\$1,470	3.50%	\$1,715	3.25%	\$1,593
\$50,000	3.00%	\$1,500	4.25%	\$2,125	4.50%	\$2,250	4.50%	\$2,250
\$51,000	3.00%	\$1,530	4.25%	\$2,168	4.50%	\$2,295	4.50%	\$2,295
\$52,000	3.00%	\$1,560	4.25%	\$2,210	4.50%	\$2,340	4.50%	\$2,340
\$53,000	3.00%	\$1,590	4.25%	\$2,253	4.50%	\$2,385	4.50%	\$2,385
\$54,000	3.00%	\$1,620	4.25%	\$2,295	4.50%	\$2,430	4.50%	\$2,430
\$55,000	3.40%	\$1,870	4.50%	\$2,475	5.00%	\$2,750	4.50%	\$2,475
\$56,000	3.40%	\$1,904	4.50%	\$2,520	5.00%	\$2,800	4.50%	\$2,520
\$57,000	3.40%	\$1,938	4.50%	\$2,565	5.00%	\$2,850	4.50%	\$2,565
\$58,000	3.40%	\$1,972	4.50%	\$2,610	5.00%	\$2,900	4.50%	\$2,610
\$59,000	3.40%	\$2,006	4.50%	\$2,655	5.00%	\$2,950	4.50%	\$2,655
\$60,000	3.75%	\$2,250	5.50%	\$3,300	6.00%	\$3,600	5.00%	\$3,000
\$61,000	3.75%	\$2,288	5.50%	\$3,355	6.00%	\$3,660	5.00%	\$3,050
\$62,000	3.75%	\$2,325	5.50%	\$3,410	6.00%	\$3,720	5.00%	\$3,100
\$63,000	3.75%	\$2,363	5.50%	\$3,465	6.00%	\$3,780	5.00%	\$3,150



## UNION NEGOTIATED PLANS - NJ DIRECT Member Contribution Rates

ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$64,000	3.75%	\$2,400	5.50%	\$3,520	6.00%	\$3,840	5.00%	\$3,200
\$65,000	3.75%	\$2,438	5.75%	\$3,738	6.50%	\$4,225	5.25%	\$3,413
\$66,000	3.75%	\$2,475	5.75%	\$3,795	6.50%	\$4,290	5.25%	\$3,465
\$67,000	3.75%	\$2,513	5.75%	\$3,853	6.50%	\$4,355	5.25%	\$3,518
\$68,000	3.75%	\$2,550	5.75%	\$3,910	6.50%	\$4,420	5.25%	\$3,570
\$69,000	3.75%	\$2,588	5.75%	\$3,968	6.50%	\$4,485	5.25%	\$3,623
\$70,000	4.00%	\$2,800	6.20%	\$4,340	7.25%	\$5,075	5.75%	\$4,025
\$71,000	4.00%	\$2,840	6.20%	\$4,402	7.25%	\$5,148	5.75%	\$4,083
\$72,000	4.00%	\$2,880	6.20%	\$4,464	7.25%	\$5,220	5.75%	\$4,140
\$73,000	4.00%	\$2,920	6.20%	\$4,526	7.25%	\$5,293	5.75%	\$4,198
\$74,000	4.00%	\$2,960	6.20%	\$4,588	7.25%	\$5,365	5.75%	\$4,255
\$75,000		\$2,977		\$4,678	7.25%	\$5,438		\$4,400
\$76,000		\$2,977		\$4,678	7.25%	\$5,510		\$4,400
\$77,000		\$2,977		\$4,678	7.25%	\$5,583		\$4,400
\$78,000		\$2,977		\$4,678	7.25%	\$5,655		\$4,400
\$79,000		\$2,977		\$4,678	7.25%	\$5,728		\$4,400
\$80,000		\$3,083		\$4,890	7.25%	\$5,800		\$4,550
\$81,000		\$3,083		\$4,890	7.25%	\$5,873		\$4,550
\$82,000		\$3,083		\$4,890	7.25%	\$5,945		\$4,550
\$83,000		\$3,083		\$4,890	7.25%	\$6,018		\$4,550
\$84,000		\$3,083		\$4,890	7.25%	\$6,090		\$4,550
\$85,000		\$3,083		\$5,316	7.50%	\$6,375		\$4,950
\$86,000		\$3,083		\$5,316	7.50%	\$6,450		\$4,950
\$87,000		\$3,083		\$5,316	7.50%	\$6,525		\$4,950
\$88,000		\$3,083		\$5,316	7.50%	\$6,600		\$4,950
\$89,000		\$3,083		\$5,316	7.50%	\$6,675		\$4,950
\$90,000		\$3,083		\$5,316	7.50%	\$6,750		\$4,950
\$91,000		\$3,083		\$5,316	7.50%	\$6,825		\$4,950
\$92,000		\$3,083		\$5,316	7.50%	\$6,900		\$4,950
\$93,000		\$3,083		\$5,316	7.50%	\$6,975		\$4,950
\$94,000		\$3,083		\$5,316	7.50%	\$7,050		\$4,950
\$95,000		\$3,190		\$5,316	7.50%	\$7,125		\$4,950
\$96,000		\$3,190		\$5,316	7.50%	\$7,200		\$4,950
\$97,000		\$3,190		\$5,316	7.50%	\$7,275		\$4,950
\$98,000		\$3,190		\$5,316	7.50%	\$7,350		\$4,950
\$99,000		\$3,190		\$5,316	7.50%	\$7,425		\$4,950
\$100,000		\$3,190		\$6,390		\$8,213		\$5,950
\$101,000		\$3,190		\$6,390		\$8,213		\$5,950
\$102,000		\$3,190		\$6,390		\$8,213		\$5,950
\$103,000		\$3,190		\$6,390		\$8,213		\$5,950
\$104,000		\$3,190		\$6,390		\$8,213		\$5,950
\$105,000		\$3,190		\$6,390		\$8,213		\$5,950
\$106,000		\$3,190		\$6,390		\$8,213		\$5,950
\$107,000		\$3,190		\$6,390		\$8,213		\$5,950



**UNION NEGOTIATED PLANS - NJ DIRECT**  
**Member Contribution Rates**

ANNUAL SALARY	SINGLE		EMPLOYEE & SPOUSE/PARTNER		FAMILY		PARENT/CHILD	
	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution	% pay contribution	\$ of pay employee contribution
\$108,000		\$3,190		\$6,390		\$8,213		\$5,950
\$109,000		\$3,190		\$6,390		\$8,213		\$5,950
\$110,000		\$3,190		\$6,390		\$9,122		\$5,950
\$111,000		\$3,190		\$6,390		\$9,122		\$5,950
\$112,000		\$3,190		\$6,390		\$9,122		\$5,950
\$113,000		\$3,190		\$6,390		\$9,122		\$5,950
\$114,000		\$3,190		\$6,390		\$9,122		\$5,950
\$115,000		\$3,190		\$6,390		\$9,122		\$5,950
\$116,000		\$3,190		\$6,390		\$9,122		\$5,950
\$117,000		\$3,190		\$6,390		\$9,122		\$5,950
\$118,000		\$3,190		\$6,390		\$9,122		\$5,950
\$119,000		\$3,190		\$6,390		\$9,122		\$5,950
\$120,000		\$3,190		\$6,390		\$9,122		\$5,950
\$121,000		\$3,190		\$6,390		\$9,122		\$5,950
\$122,000		\$3,190		\$6,390		\$9,122		\$5,950
\$123,000		\$3,190		\$6,390		\$9,122		\$5,950
\$124,000		\$3,190		\$6,390		\$9,122		\$5,950
\$125,000		\$3,190		\$6,390		\$9,122		\$5,950
\$126,000		\$3,190		\$6,390		\$9,122		\$5,950
\$127,000		\$3,190		\$6,390		\$9,122		\$5,950
\$128,000		\$3,190		\$6,390		\$9,122		\$5,950
\$129,000		\$3,190		\$6,390		\$9,122		\$5,950
\$130,000		\$3,190		\$6,390		\$9,122		\$5,950
\$131,000		\$3,190		\$6,390		\$9,122		\$5,950
\$132,000		\$3,190		\$6,390		\$9,122		\$5,950
\$133,000		\$3,190		\$6,390		\$9,122		\$5,950
\$134,000		\$3,190		\$6,390		\$9,122		\$5,950
\$135,000		\$3,190		\$6,390		\$9,122		\$5,950
\$136,000		\$3,190		\$6,390		\$9,122		\$5,950
\$137,000		\$3,190		\$6,390		\$9,122		\$5,950
\$138,000		\$3,190		\$6,390		\$9,122		\$5,950
\$139,000		\$3,190		\$6,390		\$9,122		\$5,950
\$140,000		\$3,190		\$6,390		\$9,122		\$5,950
\$141,000		\$3,190		\$6,390		\$9,122		\$5,950
\$142,000		\$3,190		\$6,390		\$9,122		\$5,950
\$143,000		\$3,190		\$6,390		\$9,122		\$5,950
\$144,000		\$3,190		\$6,390		\$9,122		\$5,950
\$145,000		\$3,190		\$6,390		\$9,122		\$5,950
\$146,000		\$3,190		\$6,390		\$9,122		\$5,950
\$147,000		\$3,190		\$6,390		\$9,122		\$5,950
\$148,000		\$3,190		\$6,390		\$9,122		\$5,950
\$149,000		\$3,190		\$6,390		\$9,122		\$5,950
\$150,000		\$3,190		\$6,390		\$9,122		\$5,950

## APPENDIX 4

### 34:11D-3 Permitted usage of earned sick leave

a. An employer shall permit an employee to use the earned sick leave accrued pursuant to this act for any of the following:

(1) time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;

(2) time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;

(3) absence necessary due to circumstances resulting from: the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

(4) time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or

(5) time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

b. If an employee's need to use earned sick leave is foreseeable, a employer may require advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use the leave and its expected duration, and shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the employer. If the reason for the leave is not foreseeable, an employer may require an employee to give notice of the intention as soon as practicable, if the employer has notified the employee of this requirement. Employers may prohibit employees from using foreseeable earned sick leave on certain

dates, and require reasonable documentation if sick leave that is not foreseeable is used during those dates. For earned sick leave of three or more consecutive days, an employer may require reasonable documentation that the leave is being taken for the purpose permitted under subsection a. of this section. If the leave is permitted under paragraph (1) or (2) of subsection a. of this section, documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave, shall be considered reasonable documentation. If the leave is permitted under paragraph (3) of subsection a. of this section because of domestic or sexual violence, any of the following shall be considered reasonable documentation of the domestic or sexual violence: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence. If the leave is permitted under paragraph (4) of subsection a. of this section, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.

c. Nothing in this act shall be deemed to require an employer to provide earned sick leave for an employee's leave for purposes other than those identified in this section, or prohibit the employer from taking disciplinary action against an employee who uses earned sick leave for purposes other than those identified in this section. An employer may provide an offer to an employee for a payment of unused earned sick leave in the final month of the employer's benefit year. The employee shall choose, no later than 10 calendar days from the date of the employer's offer, whether to accept a payment or decline a payment. If the employee agrees to receive a payment, the employee shall choose a payment for the full amount of unused earned sick leave or for 50 percent of the amount of unused earned sick leave. The payment amount shall be based on the same rate of pay that the employee earns at the time of the payment. If the employee declines a payment for unused earned sick leave, or agrees to a payment for 50 percent of the amount of unused sick leave, the employee shall be entitled to carry forward any unused or unpaid earned sick leave to the proceeding benefit year as provided pursuant to subsection a. of section 2 of this act. If the employee agrees to a payment for the full amount of unused earned sick leave, the employee shall not be entitled to carry forward any earned sick leave to the proceeding benefit year pursuant to subsection a. of section 2 of this act.

d. If an employer foregoes the accrual process for earned sick leave hours pursuant to subsection a. of section 2 of this act and provides an employee with the full complement of earned sick leave for a benefit year on the first day of each benefit year, then the employer shall either provide to the employee a payment for the full amount of unused earned sick leave in the final month of the employer's benefit year or carry forward any unused sick leave to the next benefit year. The employer may pay the employee the full amount of unused earned sick leave in the final month of a benefit year pursuant to this subsection only if the employer forgoes, with respect to that employee, the accrual

process for earned sick leave during the next benefit year. Unless an employer policy or collective bargaining agreement provides for the payment of accrued earned sick leave upon termination, resignation, retirement or other separation from employment, an employee shall not be entitled under this section to payment of unused earned sick leave upon the separation from employment.

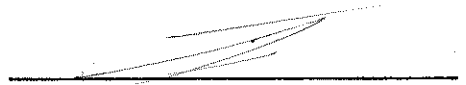
e. Any information an employer possesses regarding the health of an employee or any family member of the employee or domestic or sexual violence affecting an employee or employee's family member shall be treated as confidential and not disclosed except to the affected employee or with the written permission of the affected employee.

**CERTIFICATION**

We, the undersigned, on behalf of CWA Local 1014, 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 \_\_\_\_\_, 2022 to this Certification.


FOR THE CITY OF CAMDEN

  
\_\_\_\_\_  
Vic Carstarphen, Mayor


  
\_\_\_\_\_  
Timothy Cunningham, Bus. Admin.

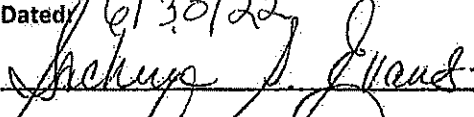
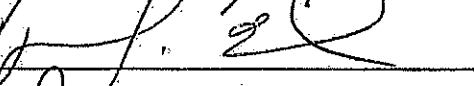
Dated:

FOR THE CWA LOCAL 1014 NON-SUPERVISORY UNIT


  
\_\_\_\_\_  
Garren Steiner, President, CWA Local 1014

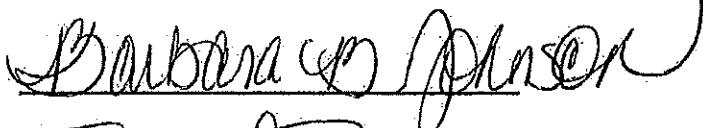
  
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James McAsey, CWA National Rep.

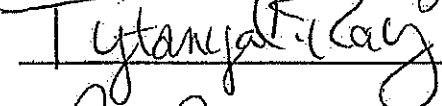
  
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Leroy Baylor, CWA National Rep.


Dated: 6/30/22  
  
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Dated: