

**AGREEMENT**

**BETWEEN**

**THE PARKING AUTHORITY OF THE CITY OF CAMDEN**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1014 NON-SUPERVISORY UNIT**

**January 1, 2016 -December 31, 2020**



**TABLE OF CONTENTS**

ARTICLE I – PREAMBLE ..... 1

ARTICLE II – RECOGNITION ..... 1

ARTICLE III – CHECK-OFF AND AGENCY SHOP..... 1

ARTICLE IV – UNION ACTIVITIES..... 2

ARTICLE V – SENIORITY ..... 3

ARTICLE VI – LEAVES OF ABSENCE ..... 4

ARTICLE VII – SICK LEAVE ..... 7

ARTICLE VIII – SEVERANCE PAY ..... 8

ARTICLE IX – EMPLOYEE EXPENSES..... 8

ARTICLE X – FRINGE BENEFITS ..... 9

ARTICLE XI – DISCIPLINARY ACTIONS..... 10

ARTICLE XII – GRIEVANCE PROCEDURE..... 10

ARTICLE XIII – HOURS AND OVERTIME ..... 11

ARTICLE XIV – HOLIDAYS..... 12

ARTICLE XV – PERSONAL DAYS..... 14

ARTICLE XVI – VACATION ..... 14

ARTICLE XVII – RATES OF PAY ..... 16

ARTICLE XVIII – HEALTH BENEFITS ..... 17

ARTICLE XIX – EQUAL TREATMENT ..... 19

ARTICLE XX – WORK RULES..... 19

ARTICLE XXI – MANAGEMENT RIGHTS..... 19

ARTICLE XXII – SEPARABILITY ..... 20

ARTICLE XXIII – DURATION..... 20

## **ARTICLE I – PREAMBLE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Parking Authority of the City of Camden, hereinafter called the "Parking Authority," and the Communications Workers of America, Local 1014, hereinafter called the "Union," and has as its purpose the promotion of harmonious relations between the Parking Authority and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other terms and conditions of employment for the employees covered by this Agreement. This Agreement represents the complete and final understanding on all bargainable issues between the Parking Authority and the Union.

## **ARTICLE II – RECOGNITION**

A) The Parking Authority recognizes the Union as the certified collective bargaining representative for a unit of employees consisting of the blue and white-collar employees employed by the Parking Authority as reflected in the Certification of Representation issued by PERC in Case No. RO-97-123 and the Recognition Agreement entered into between the parties in Case No. RO-98-15 and for such additional titles as may be created by the Parking Authority in the future.

The Parking Authority agrees to notify the Union prior to the creation of any new titles, or the filling of any position.

## **ARTICLE III – CHECK-OFF AND AGENCY SHOP**

A) The Parking Authority agrees to deduct dues for the Union from the salaries of its employees subject to this Agreement, upon the receipt of a properly executed pay-roll deduction authorization form in compliance with law. The check-off shall commence the first of the month following the filing of such form with the Parking Authority.

B) The aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of names of the employees from whom the deductions were made, no later than the 15th day of the succeeding month after such deductions were made.

C) If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Parking Authority with written notice thirty (30) days prior to the effective date of such change, which shall constitute official notification advising of the changed dues deduction.

D) Any individual payroll deduction authorization may be withdrawn by filing notice of such with the Parking Authority. The filing of such notice shall be effective to terminate deductions at the time periods specified by state law.

E) The Parking Authority agrees to deduct the representation fee from the earnings of those employees who elect not to become members of the Union, and to transmit those fees to the Treasurer of the Union, together with a list of the names of the employees for whom the deductions were made, no later than the 15th day of the succeeding month after such deductions were made.

F) The representation fee deduction shall commence for each employee who elects not to become a member of the Union on the 31st day following the beginning of the employee's employment in a position covered by this Agreement, or the 10th day following the employee's reentry into a position covered by this Agreement, whichever is applicable. The Union shall advise the Parking Authority in writing of the names of the employees from whose paycheck the representation fee shall be deducted. The representation fee in lieu of dues shall be 85% of the Union's regular membership dues, fees and assessments and the amount of the representation fee shall be so provided to the Parking Authority in writing.

G) The Union shall indemnify and save the Parking Authority harmless from and against all claims, demands, proceedings, actions, suits, damages, cost and fees and all forms of liability that shall arise out of or by reason of action against taken against the Parking Authority, or in reliance upon the official notification or the letterhead of the Union and signed by the President of the Union, advising of a changed deduction.

H) The Parking Authority shall supply the Union with a list of all bargaining employees twice a year, once in January and again in July. In addition, a Union representative may review, upon reasonable request, the Parking Authority's payroll documents to ensure compliance with the provisions of this Article.

#### **ARTICLE IV – UNION ACTIVITIES**

A) There shall be no discrimination against any employee because of Union membership or activities.

B) Whenever any employee of the Parking Authority is scheduled to participate in a grievance proceeding, conferences or meetings with a representative of management during work hours, that employee shall suffer no loss of pay or be charged with sick, personal or vacation time. The Parking Authority agrees to use its best efforts to schedule negotiations beginning with the last hour of the workday, but in any case, will pay employees in negotiations for the first hour spent in such negotiations. Employees attending arbitrations will not be paid for such attendance unless subpoenaed as a witness by either party.

- C) Representatives of the Union will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters so long as the Parking Authority approves and there is no undue interference with the Parking Authority's work.
- D) The Union shall notify the Parking Authority in writing of the names of the employees who are designated by the Union to represent the employees in the bargaining unit. One shop steward shall be permitted to attend each monthly Union shop stewards meeting without loss of pay.
- E) The Union may install a bulletin near the time clock on Parking Authority premises to be used by the Union to post notices and material of concern or interest to the bargaining unit members.

**ARTICLE V – SENIORITY**

- A) Seniority lists shall be established by the Parking Authority twice each year and submitted to the Union.
- B) Seniority shall be calculated based on continuous service from the last employment date with the Parking Authority. Employees with more than 2 years of continuous service who are laid off and subsequently rehired by the Parking Authority within 3 years from their layoff date shall retain their former seniority. Employees with less than 2 years of continuous services who are laid off and subsequently rehired by the Parking Authority within 1 year from their layoff date shall retain their former seniority.
- C) Employees who are absent for medical reasons shall retain their seniority for a period of 18 month from the beginning of the absence.
- D) Employees who are absent due to a work-related illness or injury, and who are eligible for worker's compensation, shall retain and accrue seniority during the periods of absence for such reason.
- E) Employees who return from military leave shall have seniority rights in accordance with law.
- F) Part-time employees shall be promoted to available full-time positions in accordance with their seniority.
- G) Where there is a layoff, the least senior employees in the job category to be eliminated shall be the employee laid off.
  - 1) The Parking Authority shall give the Union and all affected employees at least 30 calendar day's written notice of an intended layoff.

2) Employees who are laid off shall be permitted to bump less senior employees in other classifications so long as the employee is qualified to perform the work of the position.

3) Employees who are laid off shall be placed on a special reemployment list and shall be the first to be offered any job openings for which they are qualified, in order of seniority. Employees shall be permitted to refuse one offer of a job opening in the same position they were laid off from, or two offers of a job opening in a different title before their names are removed from the special reemployment list. If an employee is offered and accepts the appointment to a position which is different from the position they were laid off from, or to a position which is paid at a lower rate than the position they were laid off from, and then their former position subsequently becomes available, that employee shall be the first to be offered the job opening in the position they were laid off from, so long as they remain qualified to perform the duties of the position.

H) All job openings, whether temporary or permanent, shall be posted by the Parking Authority in locations where notices to employees are customarily posted and shall remain posted for a minimum of three (3) workdays before the job is filled. The Union shall be provided with a copy of the job-opening posting before it is posted. The job posting shall include, at a minimum, the title, duties, hours of work and rate of pay for the position and the procedure for applying for the job.

I) The Parking Authority shall not use other employees to fill in for laid off employees if in aggregate those other employees are performing out of title work in excess of 20 hours per week.

#### **ARTICLE VI – LEAVES OF ABSENCE**

A) Any member of the bargaining unit who becomes a full-time employee of the Union shall be granted a leave of absence without pay, upon request, and without loss of accrued seniority. At the conclusion of such leave, the Parking Authority agreed to return the employee to his/her last position, or one which is equivalent in wages and benefits, at the then current wage for the employee's title.

B) Employees who enter active duty in the armed forces of the United States in time of war or emergency, or who are actively engaged in the Reserve or National Guard duty will be granted leaves of absence in accordance with law. If an employee is ordered by the Governor or the President of the United States to perform emergency civilian duty in relation to national defense or other emergency, the employee shall be given time off without loss of pay.

C) Employees shall be granted leaves of absence with pay up to a maximum of ten (10) working days to attend mandatory annual field duty or training with the National Guard or the Reserves of the United States military forces. This shall be in addition to vacation leave. Employees must submit official notice of such requirement in order to be eligible for a paid leave of absence.

D) An employee may be granted an unpaid leave of absence either to engage in an approved course of study such as will increase the employee's usefulness to the employer upon return to service, or for any other reason as granted by the Parking Authority. All such requests for leave shall be submitted in writing to the Executive Director and shall be responded to in writing no later than one (1) month after submission. If there is no written response within the time prescribed, the request shall be deemed approved. Such requests shall not be unreasonably denied. No unpaid leave shall be granted until the employee has exhausted all accrued vacation time.

Any Parking Authority employee shall be granted a leave of absence without pay, upon request, and without loss of accrued seniority provided such leave does not interfere with the Parking Authority's manpower needs. Further, for requested non-medical related leaves of absence that exceed thirty (30) days and medical leaves of absence the exceed ninety (90) days that are not caused by a work related injury or disability, the employee shall be responsible to pay the cost of all premiums or other related charges for themselves, their dependents, family members or others whose health and prescription benefits are provided by the Parking Authority under this Agreement upon the expiration of thirty (30) or ninety (90) days, as applicable. At the conclusion of such leave, the Parking Authority agrees to return the employee to his/her last position, or one which is equivalent in wages and benefits, at the then current wage for the employee's title. Employees on leave, as referenced in this section, do not accrue vacation or other benefits. No payments will be made to the pension system or for health benefits during leaves of absence covered by this section, unless the employee agrees to bear the costs. A leave of absence shall not exceed sixty (60) days in length after which it may be reconsidered and any requested extension shall either be granted or denied. Employees are required to notify the Parking Authority of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation. The Parking Authority shall have the sole discretion in matters of leaves of absence and each decision shall be made on its own merits. In no event shall the decision whether or not to grant a leave of absence be considered precedential as to any other decision regarding a request for a leave of absence, nor shall denial be the subject of a grievance.

E) If an employee is required to enroll in specific courses of study or training, the Parking Authority shall be responsible for all costs, including any out of pocket expenses to the employee, so long as proper documentation is submitted.

F) Employees shall be granted time off, with pay, when performing jury duty. If the employee is performing jury duty in state courts, the employee shall be permitted to retain any stipend received for his/her services. If the employee is performing jury duty in the federal courts, the employee shall be permitted to retain any stipend up to five (\$5.00) dollars per day. All amounts received in excess of five (\$5) dollars per day shall be turned over to the Parking Authority.

- G) Employees shall be granted time off, with pay, when subpoenaed to appear as a witness in court, at a legislative committee, or before any judicial or quasi-judicial body.
- H) Any employee who is a shop steward, trustee or officer of the Union shall be granted one day of leave with pay per year for attendance at the annual union seminar. In no case shall the number of employees granted such leave exceed one for every fifteen (15) employees in the bargaining unit.
- I) Employees on maternity leave shall be granted all accrued and accumulated sick leave for use during the time prior to the expected date of confinement and through the period of disability as certified, in writing, by an acceptable medical provider. The right to use these benefits may be used in conjunction with any rights the employee may have under the state and federal family medical leave acts. Provided, however, the employee shall not accrue any additional sick, personal, vacation, compensatory or other time during the time of disability. In addition, the employee shall advise the Parking Authority of the pregnancy within the first three months of the pregnancy. The Parking Authority shall adhere to all privacy laws and shall not disclose that the employee is pregnant.
- J) Employees shall be entitled to leave in accordance with the provision of the New Jersey and/or Federal Family and Medical Leave Acts; whichever, is legally applicable at the time of the request.
- K) Employees who, because of their physical or mental condition, are temporarily incapacitated and unable to perform their regular duties shall be granted a leave of absence without pay upon application and the submission of appropriate medical documentation. This leave shall be in addition to sick leave and leave pursuant to the Family and Medical Leave Acts. Such leave shall not exceed 18 months total inclusive of sick leave, Family and Medical Leave, and unpaid medical leave. Employees shall be permitted to return to work at the end of such leave upon presentation of a fitness for work certification from their treating physician. The Parking Authority may require the employee to also be examined by a physician of their choosing, at their expense, to determine the employee's fitness for work.
- L) All employees shall be enrolled in the New Jersey Temporary Disability Benefits Program.
- M) Any employee requesting a leave of absence under this section shall provide the appropriate proof of death:
- 1) Employees shall be entitled to a five (5) day leave of absence with pay for the death of an employee's mother, father, sister, brother, child, spouse, legal guardian or stepchild.
  - 2) Employees shall be entitled to a three (3) day leave of absence with pay for the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, nephew, maternal or paternal grandparent, stepmother, stepfather or grandchild.

3) Employees shall be entitled to one (1) day leave of absence with pay for the death of an aunt, uncle, first cousin, stepsister, stepbrother or any spousal relative not previously listed.

4) An employee attending the funeral of an aforementioned relative, which is held at a distance of one hundred and fifty miles or more from the employee's residence, may be granted one (1) additional day leave of absence with pay for travel. To be eligible, the employee must submit proof of travel.

N) Employees returning from authorized leaves of absence shall be restored to their original classification at the then existing rate of pay, with no loss of seniority or other employees' rights, benefits or privileges.

#### **ARTICLE VII – SICK LEAVE**

A) During the first year of employment, employees shall be entitled to earn one (1) paid sick day per month. No paid sick days shall be granted during the employee's first three (3) month of service but the three days earned shall be credited to the employee's account beginning with their fourth month of employment. After one year, all employees shall be entitled to twelve (12) paid sick days per year, earned at a rate of one (1) per month. All earned but unused sick time shall accumulate from year to year without limit and shall be available if and when needed.

B) Sick leave may be used by employees who were unable to work because of personal illness or injury, exposure to contagious disease, doctor's appointment or to care for a reasonable period of time for a seriously ill member of the employee's immediate family.

C) If an employee is absent for three (3) consecutive work days, for any of the reasons set forth above, the Parking Authority may require acceptable evidence of the illness on the doctor's certificate form prescribed. If an employee suffers from a chronic condition or an illness of a recurring nature, which results in periodic absences, a doctor's certificate shall be required only once every six (6) months.

D) The Executive Director may, upon reasonable cause, require an employee seeking sick leave, or on return from sick leave, to submit acceptable medical evidence or undergo a physical examination at the Parking Authority's expense. If sick leave is not approved, the time involved during which the employee was absent shall be charged to the employee's vacation time with the employee's approval; otherwise the employee shall suffer a loss of pay for such time.

E) An employee who does not expect to report for work because of personal illness, or for any other reason for which sick leave is justified, shall call (856) 757-9300, extension 40, and leave a message on the answering machine within one half (½) hour of the regularly scheduled starting time,

except in emergency situations. If the employee's regular starting time is 12:00 noon or later, at least one (1) hour advance notification of absence is required.

F) Sick leave claimed by reason of quarantine or exposure to contagious disease shall be approved only upon presentation of a certification from the local Department of Health.

G) An employee may sell back up to five (5) sick leave days in both June and December of each year at 70% of the employee's regular rate of pay; provided that the employee has a minimum of 30 sick leave days accumulated at the time the employee submits the sell back request. Sick leave sell back requests shall be submitted no later than June 1 and December 1 respectively.

H) Any employee who terminates service with the Parking Authority due to retirement shall be entitled to a lump sum payment equal to 50% of the employee's earned unused sick days multiplied by the employee's current rate of pay, not to exceed \$15,000.

I) Any employee who uses sick leave immediately preceding or following a paid vacation day as defined in Article XVI shall be required to submit a doctor's certificate in order to be paid for the sick day.

#### **ARTICLE VIII – SEVERANCE PAY**

A) Employees who terminate their employment with the Parking Authority voluntarily because of retirement, or who have died while still employed, or who have had their jobs abolished for reasons of economy or efficiency and been laid off, shall be entitled to severance pay in addition to their normal salary and wage, and any other payments which may be due them. Severance pay shall be based on the number of years of service and shall be paid at the employee's current rate of pay in accordance with the following schedule:

After ten (10) years up to fifteen (15) years -Two (2) weeks' pay

After fifteen (15) years up to twenty (20) years -Three (3) weeks' pay

After twenty (20) years or more -Three (3) week's pay plus one (1) additional day per year of service up to a maximum of four (4) weeks' pay

#### **ARTICLE IX – EMPLOYEE EXPENSES**

A) Employees, who are required by written directive from the Executive Director to use their personal vehicle on a daily basis in the pursuit of proper and necessary Parking Authority business, shall be reimbursed in accordance with the current standard mileage rate allowed by the Internal

Revenue Services for such travel. Such payment shall be made subject to written certification by the Executive Director.

B) Employees who are required, by written directive from the Executive Director, to use their personal vehicle for Parking Authority business, shall 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 by the Parking Authority upon presentation of an invoice from their insurance carrier evidencing such difference. In lieu of the foregoing, the Parking Authority shall have the option of providing such employees with sufficient liability coverage.

C) Employees who are required, by written directive from the Executive Director, to use their personal vehicle for any trip in pursuit of Parking Authority business shall be reimbursed at the current IRS mileage rate, plus out-of-pocket expenses supported by appropriate documentation.

#### **ARTICLE X – FRINGE BENEFITS**

A) Whenever any class of employment requires the use of specialized equipment such as uniforms, rain gear, or safety equipment, these shall be provided by the Parking Authority at no cost to the employee.

B) Outside employees and those wearing non-tailored work clothes shall receive a uniform issue of four (4) sets of clothing, if all seasonal; or three (3) sets each for summer and winter, if seasonal, which shall be replaced as needed. The Parking Authority shall also supply employees with shoes, which shall be maintained and/or replaced by the Parking Authority as necessary. If the Parking Authority elects not to provide work shoes, employees required to wear steel-toed work shoes shall receive a reimbursement for the purchase of two (2) pairs of shoes, up to a maximum of a total of \$225. If the Parking Authority elects not to provide work shoes, the employees required to wear work shoes shall receive a reimbursement for the purchase of two (2) pairs of shoes, up to a maximum of a total of \$175. Employees shall receive full reimbursement for the purchase of the first pair of shoes per year up to the new limits of \$225 and \$175 and partial reimbursement for a second pair (assuming both pairs exceed the limit found in this section). The employee's immediate supervisor must approve the replacement of work shoes before they are replaced by the Parking Authority. Those employees wearing tailored uniforms shall receive the same uniform issue, which shall be replaced as needed, as well as an annual allowance of \$175.00 for the maintenance of the tailored uniform, so long as the Parking Authority requires a tailored uniform, which shall be paid not later than December 1 of each applicable year.

C) Where employees are required to attend night court outside their regular workday or a job-related matter, they shall receive a minimum of three (3) hours pay at the contract rate.

D) Employees' pay stubs will include vacation, sick and personal leave time available to the employee.

#### **ARTICLE XI – DISCIPLINARY ACTIONS**

A) Whenever an employee is given disciplinary action, the Union shall be notified at the same time as the employee. Disciplinary action may include warnings, suspensions, fines, demotions, and/or termination.

B) No employee shall be disciplined or terminated except for just cause. All disciplinary actions shall be subject to the provisions of the grievance and arbitration procedure set forth in Article XII. No disciplinary actions shall be implemented until after Step 3 of the grievance procedure has been concluded, if a grievance has been filed contesting the discipline. After an 18-month period when no other violations for the same cause have occurred, the disciplinary action shall be closed and removed from the employee's file.

C) Except in extraordinary circumstances, all employees shall have the benefit of progressive discipline, which shall consist of a verbal warning, a written warning and a suspension before termination.

D) No meetings shall be held between any employee and their supervisor at which disciplinary action is taken or from which disciplinary action might result, without the presence and participation of a union representative, if such is required by the affected employee.

#### **ARTICLE XII – GRIEVANCE PROCEDURE**

A) All grievances or disputes arising during the term of this Agreement concerning the interpretation or application of the provisions of this Agreement shall be handled according to the following procedure:

Step One: All grievances or disputes shall be brought to the attention of the employee's(s'), immediate supervisor within two (2) weeks after the event giving rise to the grievance occurred. A meeting shall be conducted between the Union and the immediate supervisor and every effort shall be made to settle the grievance at this Step. If settled, the terms of the settlement shall be reduced to writing. If not settled, the immediate supervisor shall respond in writing to the grievance no later than two (2) weeks after the grievance was submitted.

Step Two: If the grievance is unresolved at Step One, the grievance shall be reduced to writing and submitted to the Executive Director, along with the immediate supervisor's written response, no later than two (2) weeks after the denial at Step One. The Executive Director shall meet with the Union and shall render a written decision on the grievance no later than two (2) weeks after it is submitted.

Step Three: If the grievance is unresolved at Step Two, the Union may submit the grievance to the Personnel Committee of the Board of Commissioners no later than two (2) weeks after the denial at Step Two. The Personnel Committee shall conduct a hearing on the grievance at a time mutually convenient to the Union and the Committee, but no later than thirty (30) days after receipt of the grievance, and shall render a written decision no later than two (2) weeks after the hearing is concluded.

Step Four: If the grievance remains unresolved, the Union may submit the grievance to binding arbitration no later than three (3) weeks after the Personnel Committee's written response is received by the Union. The matter shall be submitted to arbitration by written application to PERC requesting that an arbitrator be appointed to hear and decide the grievance. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitration, including the arbitrator's fees and any meeting room expenses, shall be shared equally by the parties. Only the parties to this Agreement may request arbitration. The arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing. The arbitrator shall have no authority to alter any of the terms of this Agreement.

#### **ARTICLE XIII – HOURS AND OVERTIME**

- A) The basic work week for employees covered under this Agreement shall consist of forty (40) hours in five (5) consecutive eight (8) hour days, exclusive of a one (1) hour lunch period daily.
- B) Any work in excess of forty (40) hours per week shall be compensated at the rate of time and one-half the employee's regular rate of pay. Hours for which the employee is paid are considered hours worked for the purpose of calculating the forty (40) hour threshold except for sick leave. Paid sick leave is not considered as hours worked for the purpose of overtime calculations.
- C) The regular starting and quitting times shall continue as currently in existence and shall not be changed without cause, and after meeting with the affected employees and the Union at least one (1) week in advance. Employees' schedules shall not be changed to avoid the payment of overtime.
- D) Any employee called into work on their regular day off or called back to work shall be given a minimum guarantee of four (4) hours at the contract rate.
- E) Employees shall be paid overtime no later than the next pay period after the overtime was worked. Employees may substitute compensatory time for such pay, at the same rate, if they so request.
- F) All overtime shall be offered as equally as possible to employees in the same title by rotation of the current seniority list so long as the employees to which it is offered have the ability to perform the work required and with the exception that unanticipated overtime may be offered to available

personnel already on duty. If no employee accepts overtime, mandatory overtime may be required. Mandatory overtime shall be assigned in rotation by reverse seniority so long as the employee has the ability to perform the work involved.”

G) Part-time employees shall be entitled to sick, vacation, holidays, and personal leave on a pro-rated basis.

#### **ARTICLE XIV – HOLIDAYS**

The following days shall be holidays:

New Year’s Day	Columbus Day
Martin Luther King’s Birthday	General Election Day
President’s Day	Veteran’s Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Fourth of July	Christmas Day
Labor Day	

A) Holidays, with the exception of Thanksgiving, Christmas and New Year's Day which will be discussed below, shall be paid days off for employees and employees shall receive their regular rate of pay for such days. If an employee is required to work on a holiday, the employee shall receive time and one-half for all hours worked and a compensatory day off to be taken in accordance with Section B. If an employee is required to work on Thanksgiving, Christmas, or New Year's Day, the employee shall receive double time and a compensatory day off to be taken in accordance with Section B.

B) Compensatory Days shall be used as follows:

- 1) A compensatory day is defined as one eight-hour day unit and can only be used as a full eight-hour day.
- 2) Any employee who works at least eight hours on a holiday shall be entitled to a compensatory day in addition to the appropriate pay. Employees will be scheduled to work a minimum of eight hours on a holiday.

- 3) Employees shall not be entitled to a compensatory day if the Parking Authority sends an employee home on a holiday before the eight hours have occurred for disciplinary reasons. Such discipline must be for just cause. Employees who are sent home for disciplinary reasons shall be entitled to be paid at the appropriate holiday rate for the hours worked and shall receive their regular hourly rate for the difference between the hours worked and eight hours. For example, an employee works four hours on a holiday and is sent home for disciplinary reasons; the employee shall receive four hours at the appropriate holiday rate and four hours at their regular hourly rate.
- 4) If an employee leaves before the end of a holiday shift due to illness, the employee shall be paid at the appropriate holiday rate for the hours worked, plus eight hours of holiday pay at their regular hourly rate, but shall not receive a compensatory day. For example, an employee who works four hours and then leaves due to an illness shall receive four hours of pay at the appropriate hourly rate, plus eight hours at their regular hourly rate.
- 5) An employee cannot use a compensatory day the day before or the day after two consecutive sick days.
- 6) An employee can only use one compensatory day in any seven-day (Monday-Sunday) work week.
- 7) Compensatory days shall be taken within thirty (30) days of accrual unless otherwise agreed to by the employee and the Parking Authority. If they are not taken and no agreement has been reached, the employee shall be paid appropriately for such days.
- 8) In the event that the thirty (30) day limit requires that the compensatory day be taken during a period when the workload is heavy, such a compensatory day off may be postponed to a period when the workload is lighter. This determination shall be made in the sole discretion of the Parking Authority; however, any postponement shall not be for more than 30 days from the end of the initial thirty (30) day period.
- 9) Requests to use a compensatory day shall be made at least 48 hours in advance unless there is an emergency which necessitates the use of a compensatory day. Employees shall not be entitled to use an "Emergency Compensatory Day" if they have personal or sick time available. In no event, can an emergency compensatory day be utilized on a weekend. Employee shall not be required to state a reason when requesting a compensatory day unless 48-hour advance notice cannot be given. If less than 48 hours advance notice is given, the reason for the request is subject to verification. Request for compensatory time shall not be unreasonably denied.

- C) In order to be eligible for holiday pay, the employee must work his/her regularly scheduled workday before and after the holiday unless the employee is on approved sick leave, vacation, personal time, or other approved leave.
- D) Holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday. There shall be only one day of celebration for each holiday.
- E) If a holiday falls during an employee's vacation, it shall reduce the number of vacation days charged to the employee's account.

**ARTICLE XV – PERSONAL DAYS**

- A) Employees shall be entitled to three (3) personal days per year, which may not be carried over if unused. Newly hired employees must complete 90 days of employment before they are entitled to use a personal day. New employees starting employment between January 1 and April 30 shall be entitled to three (3) personal days during the first year of employment ending December 31. New employees starting employment between May 1 and August 31 shall be entitled to two (2) personal days during the first year of employment ending December 31. New employees starting employment between September 1 and December 31 shall be entitled to one (1) personal day during the first year of employment ending December 31.
- B) Requests to use a personal day shall be made at least 48 hours in advance unless there is an emergency, which necessitates the use of a personal day. Employees shall not be required to state a reason when requesting to take a personal day unless 48 hours advance notice cannot be given. If less than 48 hours advance notice is given, the reason for the request is subject to verification. Requests for personal days shall not be unreasonably denied.
- C) Personal leave shall not be granted if it interferes with the manpower needs of the department.
- D) A personal emergency day shall be granted for a day preceding or following holidays or vacations only if the employee provides reasonable proof of the emergency.

**ARTICLE XVI – VACATION**

- A) Employees shall be entitled to annual paid vacations in accordance with the following schedule:
  - After first year of employment – five (5) days per year
  - After two years and up to the completion of six years of employment – ten (10) days per year

After six years and up to the completion of fifteen years of employment – fifteen (15) days per year

After sixteen years – twenty (20) days plus one additional day per each additional year of service up to a maximum of twenty-five (25) days per year

- B) Employees shall be credited with their annual vacation entitlement at the beginning of each year. If an employee will be entitled to additional vacation days during the year based on years of employment, the employee shall be credited with the increased number of days at the beginning of that year. However, if an employee resigns or otherwise leaves or terminates their employment with the Parking Authority they shall be entitled to their annual vacation entitlement prorated on the months worked. If an employee retires and is fully vested in the pension system, then that employee shall be entitled to six months accrual of vacation benefits if the employee retires between January 1 of the year and June 30 and the full accrual of benefits if they retire July 1 or later.
- C) Unused vacation may not be carried over. However, if the employee cannot use their vacation time because of the demands of their job, and will lose it, the employee shall be entitled to be paid for the vacation the employee was unable to use or, with the approval of the Director, up to five days may be carried over to the next year.
- D) Vacations shall be approved according to seniority with employees with the greatest seniority being given first preference. Vacation schedules must be arranged so as not to interfere with Parking Authority business. If an employee wishes to exercise seniority, his/her vacation request shall be submitted no later than March 31 for vacation time between April 1 and December 31. Vacation requests for time between January 1 and March 31 shall be granted on a first come, first served basis.
- E) Vacation time must be used in increments of five (5) days or more with the exception that, if approved by the employer two weeks in advance, an employee may take up to five (5) separate vacation days in one year.
- F) Employees absent from work due to a work-related injury or illness (i.e. on workers' compensation) shall earn their full vacation entitlement. Employees absent from work on approved medical leave, for a period not exceeding six (6) months during the calendar year, shall also earn their full vacation entitlement. If the employee is absent for more than six (6) months, he/she will be entitled to one-half their vacation entitlement. Employees absent from work on a leave of absence for longer than thirty (30) days shall not accrue vacation benefits for the year they were so absent and do not accrue a year of service for vacation leave.
- G) Upon separation from employment, an employee shall be paid for all accrued but unused vacation time.

H) The Parking Authority shall allow at least two cashiers to use vacation time at the same time except if this will result in the denial of vacation time for employees with more seniority and there are no other employees available and capable to fill in.

#### **ARTICLE XVII – RATES OF PAY**

A) Any employee who performs work in a higher paid classification for at least two (2) hours shall be paid the higher rate for that position for all hours spent working in the higher classification. Work performed in a higher paid classification for less than two (2) hours shall be paid at the employee's regular rate of pay.

B) Any employee required to work in a lower paid classification shall be paid the rate of his/her own classification when performing work in the lower classification.

C) Employees who are employed by the Parking Authority at the time this Agreement is entered into shall have their current salaries increased pursuant to the following schedule:

Effective January 1, 2016, the rates of pay for all employees whose titles are covered by this agreement shall increase 2.5%

Effective January 1, 2017, the rates of pay for all employees whose titles are covered by this agreement shall increase 3.0%

Effective January 1, 2018, the rates of pay for all employees whose titles are covered by this agreement shall increase 2.5%

Effective January 1, 2019, the rates of pay for all employees whose titles are covered by this agreement shall increase 2.5%

Effective January 1, 2020, the rates of pay for all employees whose titles are covered by this agreement shall increase 2.5%

D) All salaries are effective January 1, 2016. Any employee or former employee who would have been entitled to any of the pay increases provided for in this agreement shall receive the applicable retroactive pay for their time worked.

E) New employees hired after the date of this Agreement is signed shall be paid the appropriate hourly rate for their position in accordance with the schedule set forth below for the duration of this Agreement.

<u>TITLE</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
ACCOUNT CLERK	\$19.05	\$19.63	\$20.12	\$20.62	\$21.14
CASHIER	\$14.37	\$14.80	\$15.17	\$15.55	\$15.94
ENFORCEMENT	\$15.13	\$15.58	\$15.97	\$16.37	\$16.78
LOT ATTENDANT	\$14.37	\$14.80	\$15.17	\$15.55	\$15.94
MAINTENANCE	\$14.74	\$15.18	\$15.56	\$15.95	\$16.35
MAINTENANCE/CARPENTER	\$22.39	\$23.06	\$23.63	\$24.22	\$24.83
METER COLLECTOR/COLLECTIONS	\$14.76	\$15.20	\$15.58	\$15.97	\$16.37
PAYROLL/ ACCOUNT CLERK	\$21.34	\$21.98	\$22.53	\$23.09	\$23.67
SECRETARY	\$19.83	\$20.43	\$20.94	\$21.46	\$22.00

F) The Parking Authority shall negotiate an appropriate salary with the Union for any new hire who is employed in a title not set forth above.

#### **ARTICLE XVIII – HEALTH BENEFITS**

A) There shall be no change in the level of health and prescription benefits currently maintained and provided to employees covered by this Agreement. If the Parking Authority decides to change plans, any new plan must provide equivalent or better benefits. Any change in plans must also be discussed with the Union before implementation. The current deductibles for employee and family coverage may change as New Jersey State Health Benefits mandates. All new hires shall be entitled to health and prescription benefits effective on their 90th day of employment.

Effective January 1, 2016, active employees shall contribute toward health benefit costs, in accordance with P.L. 2011 c.78, based on salary range and coverage, through payroll deductions. 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 Parking Authority’s regular payroll practices.

B) When an employee or spouse reaches age 65 and is entitled to Medicare, the Parking Authority will reimburse the employee for the cost of the Medicare plan and any supplements thereto.

C) The Parking Authority agrees to provide health insurance as a supplement to Medicare for any employee who retires with twenty-five (25) years or more of service with the Parking Authority. Those eligible employees, who obtained twenty (20) years of service in the State pension system as of June 28, 2011, shall receive continued health insurance fully paid. Those eligible employees, who did not

obtain twenty (20) years of service in the State pension system as of June 28, 2011, will be required to pay Chapter 78 contributions during retirement towards their continued health insurance. Any employee who retires from active employment with the Parking Authority may continue to receive benefits through the Dental Plan upon timely request and payment of the applicable premium by the retired employee.

D) The Parking Authority shall pay an amount equal to \$330 per year per bargaining unit employee to the Local 1014 Health and Welfare Fund, in equal monthly installments, through which employees in the bargaining unit shall receive dental benefits.

E) The prescription co-pay shall increase for the employee and family and coverage may change as the City of Camden provider mandates.

F) Any employee covered by this Agreement may choose, in writing, during the open enrollment period, to participate in the "Optional Health Benefits Program." Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who choose not to maintain the Parking Authority's health insurance.

1) An employee may choose to participate in this program, upon proper proof of other coverage, shall receive an incentive equal to 25% of the savings to the Parking Authority not to exceed \$5,000 in accordance with applicable State law.

2) Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination of other coverage, the Parking Authority will restore the employee, his or her spouse and/or dependents to coverage. Where an employee participates in the program for less than one full year, the Parking Authority shall be entitled, through payroll deductions, to recoup the pro-rated balance of the incentive paid. The employee shall authorize such payroll deduction, in writing, at the time the employee opts to participate in the program.

3) Effective upon the signing of this Agreement, the incentive paid pursuant to Paragraph 1 above shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount. This program shall be available to all new employees on their hire date. Any retirees covered under the plan may also participate if eligible.

G) The Parking Authority shall provide Vision benefits through Davis Vision as outlined in the May 4, 2016 letter from the Parking Authority to the Union.

## **ARTICLE XIX – EQUAL TREATMENT**

There shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, handicap, or union membership or union activities.

## **ARTICLE XX – WORK RULES**

The Union acknowledges that the Parking Authority has a Personnel Manual in place, which establishes certain work rules applicable to its members. Reasonable work rules shall be observed whenever the same do not clash with the provisions of this contract. Any new rules of work and conduct for employees shall be negotiated in advance with the Union.

## **ARTICLE XXI – MANAGEMENT RIGHTS**

A) It is recognized that the management of the Parking Authority offices, the control of the properties and the maintenance of order and efficiency, are solely the responsibility of the Parking Authority. Accordingly, the Parking Authority 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 Parking Authority 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 XXII – SEPARABILITY**

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 the decision and the remainder of the Agreement shall remain in full force and effect.

#### **ARTICLE XXIII – DURATION**

This Agreement shall be effective from January 1, 2016 through and including December 31, 2020. It shall be automatically renewed from year to year thereafter unless either party gives notice to the other at least 120 days prior to its expiration date that it desires to renegotiate or modify this Agreement. This Agreement shall remain in full force and effect until a successor agreement is signed.

IN WITNESS WHEREOF, the parties have set their hands and seals on September 25, 2017.

**For CWA Local 1014 Non-Supervisory Unit**

**For The Parking Authority of the City of Camden**

By: Karl Walko  
Karl Walko, President  
Communications Workers of America, Local 1014

By: Jose Martinez Jr  
Jose Martinez, Jr., Chairman  
Parking Authority Board of Commissioners

By: James McAsey  
James McAsey, National Representative  
Communications Workers of America

By: Sharonda Bowers

By: Shakeria Jamon

By: Ethel Kemp

By: Lma Longoria

By: Charisse Brown