

CONSENT AWARD OF ARBITRATOR

WHEREAS THE CITY OF CAMDEN and INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 788, have been parties to a series of Collective Bargaining Agreements of which expired December 31, 2020;

WHEREAS the Parties have engaged in negotiations for a Successor Collective Bargaining Agreement;

WHEREAS the Parties reached impasse and sought the assistance of Robert Glasson, as mediator/arbitrator, to resolve the remaining issues;

WHEREAS the Parties mutually met with the Arbitrator to present their respective positions and discuss the remaining issues and in the interests of resolving outstanding disputes do hereby agree to this consent award; and

NOW THEREFORE IT IS HEREBY AWARDED:

1. The new contract term will be January 1, 2021 through December 31, 2024.
2. Salary increases to all salaries on the guide (Steps 1-4) shall be as follows:

- A. Effective January 1, 2021 – 1.5%
- B. Effective January 1, 2022 – 1.5%
- C. Effective January 1, 2023 – 1.5%
- D. Effective January 1, 2024 – 1.5%

3. Salary increases to all salaries on Steps 5 & 6 of the guide shall be as follows:

- A. 2.75%
- B. 2.75%
- C. 2.75%
- D. 2.75%

The implementation dates of the raises for Steps 5 & 6 in 2021, 2022, 2023 and 2024 will be calculated so that the impact of the raise attached to such salary increases are capped at 2.5% of annual cost.

4. The parties agree to make the following changes attached hereto as Exhibit "A" to the Union Leave Article.
5. Revise the health insurance Article to reflect the following addition:
The City agrees that any full-time active employees, shall have the option of enrolling in the CWA Unity Direct plans (NJ Direct and NJ Direct 2019), and shall contribute to the premiums for those plans at the rates set forth by the State Health Benefits Commission chart schedule in effect January 1, 2022, shall be attached to the parties' Agreements. This plan and the contribution rates are an option subject to the election by the employee and is not available to any retiree. All other active employees who have not waived health and prescription benefits shall contribute towards the cost of health care according to P.L. 2011, Chapter 78.

All 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. 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.

6. Sick Leave will be extended to cover any reason under the New Jersey Earned Sick Leave Law.
7. The Parties agree that the grievance arbitration under docket numbers Docket No. AR-2021-497 and No. AR-2021-498 are deemed resolved and concluded. As part of this agreement, Fire Fighter Pete Perez shall be credited with four (4) vacation days in 2022. The Union agrees to withdraw the grievances upon ratification of this agreement.
8. All other contractual terms from the expired agreement not modified herein shall be included into the successor agreement.

9. Arbitrator Glasson will retain jurisdiction of this matter until a final contract is executed and any and all contractual sums have been paid.

10. The Parties agree that this Consent Award shall be final and binding.

11. This Award may be enforced pursuant to law.

ARBITRATOR

Robert M. Glasson

CITY OF CAMDEN

[Signature]

DATED: 10/24/2022

I.A.F.F. LOCAL 788

Chris Castro Jr

EXHIBIT A

ARTICLE III - UNION REPRESENTATION AND MEMBERSHIP

SECTION 1

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

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

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

SECTION 2

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

SECTION 3

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

- a. Administrative leave shall be granted for the full day on which any negotiation session takes place.
- b. A maximum of five (5) authorized representatives shall be granted administrative leave for a total of ten (10) working days for the preparation of negotiation proposals. Authorized representatives shall be designated by the Union in writing to the Business Administrator fourteen (14) days in advance of negotiations where feasible.

SECTION 4

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

EXHIBIT A

In the event that the President of the Union is on a paid leave for 2 or more consecutive tours, the President may appoint a designee as acting union president to assume the duties of Union President, with reasonable notice to the Fire Chief. Said designee shall be afforded all of the rights conferred by this section as president of the Union.

Effective January 1, 2020, the Union president shall be scheduled for eighty (80) shifts per year, unless otherwise excused by the Chief and/or his designee to conduct Union business. The Union President shall not be required to document the reason for the use of leave. The Union leave shifts shall not accumulate from year to year and are in addition to any other leave granted under this Article. Nothing in this section shall limit the ability of the Union president to utilize available paid leave subject to Department needs. The scheduling of paid leave (vacation/holiday) by the Union President shall not count against the staffing level of the Company/Unit to which the Union President is assigned.

Where the Union President utilizes paid sick leave, without designating an acting President, the President's paid sick leave counts towards the scheduled 80 shifts. Where the Union President designates an Acting President, the Union President's paid sick leave shall not count towards the President's scheduled 80 shifts. Where the Union President designates an Acting President and the Acting President works their scheduled shifts, the shifts worked by the Acting President shall count towards the President's scheduled 80 shifts. Where the Union President designates an Acting President and the Acting President takes administrative leave, the Acting President's administrative leave shall not count towards the President's scheduled 80 shifts.

SECTION 5

Four (4) authorized representatives of the Union/Association shall be excused from all duties and assignments for up to one shift (12 hours- Day shift or night shift as determined by the union) for the purpose of attending county or state Union/Association affiliated meetings on the day of the meeting.

- a. Members of the Executive Board of Directors shall be excused from all duties and assignments for up to one shift (12 hours- Day shift or night shift as determined by the union) to attend monthly meetings of the Board and/or Union so long as the number of Board Members excused would not result in a detriment of public safety. Such leave shall be limited to a single shift during a tour of duty (12 hours- Day shift or night shift as determined by the union).

SECTION 6

Any employee who holds a position with the, county, state or national Union/Association shall be excused from all duties and assignments without pay when required to perform the duties of his/her position.

EXHIBIT A

- a. Whenever a Union representative is required to be excused from duty to perform his/her duties as Union representative, written notification of such absence shall be given to the office of the Chief of Fire whenever practicable. When it is not practicable to give such prior notification, said Union representative shall notify the Division verbally and his/her immediate supervisor and submit written notification as soon as reasonably possible after utilizing such leave. Such leave shall be limited to a single shift during a tour of duty (12 hours- Day shift or night shift as determined by the union).

SECTION 7

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

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

SECTION 8

Pursuant to the Workplace Democracy Enhancement Act, (N.J.S.A. 34:13A-5.11), et. seq, the employer shall provide the union access to members of the negotiations units.

Access includes, but is not limited to, the following:

- a. The right to meet with individual employees on the premises of the public employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
- b. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and