



OFFICE OF THE MAYOR  
CITY OF CAMDEN  
NEW JERSEY

DANA L. REDD  
MAYOR

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September 27, 2012

Thomas Neff, Director  
Department of Community Affairs  
Division of Local Government Services  
101 S. Broad Street  
PO Box 803  
Trenton, NJ 08625-0803

RE: Transitional Aid Application

Dear Director Neff:

I am pleased to submit the City of Camden's Transitional Aid application for Fiscal Year 2013. The application consists of the responses on the pre-printed form together with the required responses to the required attachments:

1. Budget Documents;
2. Organizational Charts;
3. Employee Lists;
4. Health Benefits;
5. Debt Service;
6. Motor Vehicles; and
7. Certification as to CAMPS.

Please let me know if there is additional information you need to review this request.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana L. Redd".

Dana L. Redd  
Mayor

w/ enclosures

**Transitional Aid Application for State Fiscal Year 2013**  
**Division of Local Government Services**  
**Department of Community Affairs**

**General Instructions:** This application must be submitted in its entirety by **September 28, 2012** for funding consideration under this program. Information contained in the application is subject to independent verification by DLGS. Refer to Local Finance Notice 2012-19 when preparing this application for specific instructions and definitions, and review the Submission Checklist on Page 7.

<b>Name of Municipality:</b>	<u>City of Camden</u>	<b>County:</b>	<u>Camden</u>
<b>Contact Person:</b>	<u>Christine Tucker</u>	<b>Title:</b>	<u>Business Administrator</u>
<b>Phone:</b>	<u>856-757-7150</u>	<b>Fax:</b>	<u>856-868-4708</u>
<b>E-mail:</b>	<u>ChTucker@ci.camden.nj.us</u>		

**I. Aid History**

List amount of Transitional or former Discretionary Aid (Extraordinary, Special Municipal, or Capital Cities) received for the last three years, if any:

FY 2012	FY 2011	FY 2010
<u>\$61,400,000</u>	<u>\$69,000,000</u>	<u>\$67,000,000</u>

**II. Aid Request for Application Year:** (All municipalities currently operating under a Transitional Aid MOU are advised that a decrease from prior year funding is likely.)

<b>Amount of aid requested for the Application Year:</b>	<u>\$18,500,000</u>
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*If not seeking a decrease, a letter from the Mayor is required. See Local Finance Notice #2012-19*

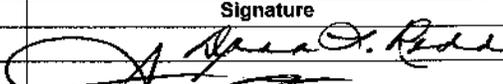
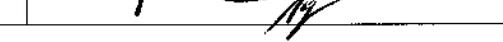
**III. Submission Requirements**

The following items must be submitted with, or prior to, submission of this application. Indicate date of submission of each.

Item	Date Submitted to DLGS
2012 Annual Financial Statement	<u>In process</u>
2011 Annual Audit	<u>March 2012</u>
2011 Corrective Action Plan	<u>March 2012</u>
Application Year Introduced Budget	<u>August 7, 2012</u>
Budget Documentation Submitted to Governing Body	<u>August 7, 2012</u>

**IV. Application Certification**

The undersigned herewith certify that they have reviewed this application and, to the best of their ability, find its contents to be true and that it accurately portrays the circumstances regarding the municipality's fiscal practices and need for financial assistance. By submitting the application, the municipality acknowledges that the law provides that the decision of the Director regarding aid awards is final and not subject to appeal.

Official	Signature	Date
Mayor/Chief Executive Officer		<u>9/24/12</u>
Governing Body Presiding Officer		<u>9/24/12</u>
Chief Financial Officer		<u>9/24/12</u>

**V-A. Explanation of Need for Transitional Aid**

Explain the circumstances that require the need for Transitional Aid in narrative form. Include factors that result in a constrained ability to raise sufficient revenues to meet budgetary requirements, and if such revenues were raised, how it would substantially jeopardize the fiscal integrity of the municipality.

1. Even though FY2011 included implementation of the City's first property revaluation since 1992 that produced a doubling of the taxable values, the fact remains is that fifty-two (52%) percent of all properties are tax exempt, yet require services from the City's Police, Fire and Public Works departments;
2. The City operates under the Municipal Rehabilitation and Economic Recovery Act, P.L. 2002, c. 43 ("MRERA"). Until January 18, 2010, MRERA prohibited the City from increasing the municipal portion of the tax rate. The January 18, 2010 amendment to MRERA permits the City to raise the tax levy by three (3%) percent per annum. With the approval of the Local Finance Board, the tax levy can be increased in excess of three (3%) percent. For FY2012, the tax levy increased by 4% and the Introduced Budget for FY2013 increases the tax levy by 3%;
3. The FY 2012 budget was \$167,232,861.40. Total State aid to the City for FY2012 was \$107,986,963 which included \$26,004,576 in Energy receipts taxes (ERT), \$20,582,387 in Consolidated Municipal property Tax Relief (CPTRA) and \$61,400,000 in Transitional Aid. Taxes for Municipal purposes excluding the Reserve for Uncollected Taxes for FY 2012 raised \$23,543,912.11;
4. The FY 2013 Introduced Budget is \$150,264,811.94. Total State aid is anticipated to be \$105,086,963, which includes \$58,775,186 in CMTRA and \$27,911,777 of ERT and \$18,500,000 in Transitional Aid. The amount to be raised by taxation, excluding the Reserve for Uncollected Taxes, is \$24,845,812.55. This is a three (3%) percent increase in the tax levy from FY2012 to FY2013.
5. Pension costs for FY13 are \$12,944,186;
6. The City still operates under expired contracts with the uniformed members of the Police and Fire Departments except that the City is subject to a Court ordered implementation of a arbitration decision for the bargaining unit representing the Fire Fighters providing a 2.5% increase as of January 1, 2009; 2% as of January 1, 2010; 2% as of January 1, 2011 and 2% as of January 1, 2012. The City remains in negotiations with both Police Unions and the Fire Superiors. As to the City's non-uniformed employees, contracts were recently settled: For 2009 and 2010 zero (0%) increases; 1% increase for 2011 and 2% increases for 2012, 2013 and 2014. For the Crossing Guards: 2009-2010 zero (0%) increases and increases of \$.45 an hour for 2011-2013.
7. The City is party to a Memorandum of Agreement with the County of Camden and State Department of Community Affairs, Division of Local Government Services for the establishment of a County Police Department to enhance public safety, increase efficiency and reduce costs of police services. The FY2013 Introduced Budget anticipates a contract with the County of Camden under which the City would pay \$15,000,000 for police services for the second half of the fiscal year;

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8. The City has already undertaken transitioning library services to the County of Camden and entered into a partnership with Rutgers University to further expand and enhance library services.

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**V-B. Alternate Eligibility**

Application Year SFY 2013	Municipality: City of Camden	County: Camden
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**Demonstration of Revenue Loss/Substantial Cost Increase**

Complete Part 2 if eligibility was not met in Part 1. Show: (1) specific, extraordinary revenue losses, but not as the aggregate of many revenue line items; and (2) specific, extraordinary increases in appropriations, but not as the aggregate of many appropriation line items. Describe the item on the cell below each entry. If applicable, indicate in the description of the extraordinary increase in expenditure if the increase was the result of a policy decision made by the municipality (i.e. a back-loaded debt service schedule, deferred payment, costs associated with additional hires, etc.)

Revenue or Appropriation	2011 Value	2012 Value	Amount of Loss/Increase
Description:			

**V-C. Actions to Reduce Future Need for Aid**

Detail the steps the municipality is taking to reduce the need for aid in the future. Include details about long-term cost cutting and enhanced revenue plans, impact of new development, potential for grants to offset costs, and estimated short and long-term annual savings. Use additional pages if necessary. (Items included in a Transition Plan submitted by a current recipient need not be repeated here.)

1. Faced with a \$28 million shortfall in FY2011 the City implemented a layoff plan effective 1/18/11 reducing the workforce by nearly 450 employees. There were reductions in all departments, including police and fire. Since that time, unformed members of the Police and Fire Departments were returned.
2. In FY 2012 the City completed implementation of a property revaluation increasing the City's net taxable property from \$825,000,000 to \$1,250,000,000.
3. During FY2011, transitioned the City's libraries to the Camden County system;
4. The City is party to a Memorandum of Agreement with the County of Camden and State Department of Community Affairs, Division of Local Government Services for the establishment of a County Police Department to enhance public safety, increase efficiency and reduce costs of police services. The introduced budget anticipated a contract with the County of Camden under which the City would pay \$15,000,000 for police services for the second half of the fiscal year;
5. The City is transitioning to the State Health Benefits program effective January 1, 2013.
6. Authorized a contract for the private collection of Municipal Court debt in the approximate amount of \$8 Million.
7. In FY 2011 the Mayor established the Mayor's Business Growth and Development Team ("BGDT") with the designation of an Ombudsman to serve as a single point of contact for developers; and

See also the City of Camden Transition Plan submitted in June, 2012 which is incorporated herein by this reference.

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V-D. Discussion of Health Benefits

1. The City is transitioning to the State Health Benefits program effective January 1, 2013.; and
2. The City is in full compliance with Ch. 78 requiring employee contributions for health benefits.

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Application Year SFY 2013

Municipality: City of Camden

County: Camden

## VI. Historical Fiscal Statistics

Item	2011	2012	Introduced Application Year
<b>1. Property Tax/Budget Information</b>			
Municipal tax rate	\$2.550	\$1.359	\$1.378
Municipal Purposes tax levy	\$20,676,503	\$27,791,328	\$21,945,812
Municipal Open Space tax levy	\$0	\$348,060	\$323,984
Total general appropriations	\$4,593	\$2,481	\$2,489
<b>2. Cash Status Information</b>			
% Of current taxes collected	87%	85%	%
% Used in computation of reserve	87%	87%	83.4%
Reserve for uncollected taxes	\$4,421,963	\$5,222,688	\$7,403,561
Total year end cash surplus	\$0	\$0	
Total non-cash surplus	\$2,000,000	\$2,000,000	
Year end deferred charges	\$0	\$110,250	
<b>3. Assessment Data</b>			
Assessed value (as of 7/1)	\$825,000,000	\$1,750,193,190	\$1,765,579,001
Average Residential Assessment	\$26,962	\$55,000	\$55,000
Number of tax appeals granted	125	120	
Amount budgeted for tax appeals	\$0	\$0	\$0
Refunding bonds for tax appeals	\$0	\$0	\$0
<b>4. Full time Staffing Levels</b>			
Uniformed Police - Staff Number	374	269	274
Total S&W Expenditures	\$31,745,420	\$30,190,000	\$18,201,000
Uniformed Fire - Staff Number	220	186	205
Total S&W Expenditures	\$18,081	\$16,500,999	\$18,332,535
All Other Employees - Staff Number	450	324	386
Total S&W Expenditures	\$16,492,077	\$16,109,945	\$17,773,671
<b>5. Impact of Proposed Tax Levy</b>			
			<b>Amount</b>
Current Year Taxable Value			1,765,579,000
Introduced Tax Levy			24,845,812
Proposed Municipal Tax Rate	1.378	Average Res. Value (#4 above)	55,000
Current Year Taxes on Average Residential Value (#4 above)			758
Prior Year Taxes on Average Residential Value			747
Proposed Increase in average residential taxes			11

**VII. Application Year Budget Information**

A. Year of latest revaluation/reassessment 2011

B. Proposed Budget – Appropriation Cap Information

Item	Yes	No
1. Was an appropriation cap index rate ordinance adopted last year? If YES: % that was used		X
2. Amount of appropriation cap bank available going into this year	\$3,369,901	
3. Is the Application Year budget at (appropriation) cap? If NO, amount of remaining balance		X
4. Does the Application Year anticipate use of a waiver to exceed the appropriation cap? If YES, amount:	\$N/A	X

C. List the five largest item appropriation increases:

Appropriation	Prior Year Actual	Application Year Proposed	\$ Amount of Increase
DEBT SERVICE	11,017,881	5,619,555	0
ACCUMULATED LEAVE PAYOUT	1,450,000	1,450,000	0
WORKERS COMP INSURANCE	4,125,000	3,575,000	0
UTILITIES	3,695,546	4,000,000	304,454
STREET LIGHTING	1,956,000	1,956,000	0

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D. List all new property tax funded full-time positions planned in the Application Year:

Department/Agency	Position	Number	Dollar Amount
TBA			

E. Display projected tax levies, local revenues (not grants), anticipated (gradually reduced) Transitional Aid, total salary and wages, and total other expenses projected for the three post-application years:

	Tax Levy	Local Revenues	Transitional Aid	Total S&W	Total OE
First year	25,591,186	17,678,078	17,500,000	55,398,451	65,678,125
Second year	26,358,922	17,804,359	17,000,000	56,506,420	66,491,688
Third year	27,149,690	17,982,402	16,500,000	57,636,542	68,331,521

Application Year SFY 2013

Municipality: City of Camden

County: Camden

**VIII. Financial Practices**

**A. Expenditure controls and practices:**

Question	Yes	No
1. Is an encumbrance system used for the current fund?	X	
2. Is an encumbrance system used for other funds?	X	
3. Is a general ledger maintained for the current fund?	X	
4. Is a general ledger maintained for other funds?	X	
5. Are financial activities largely automated?	X	
6. Does the municipality operate the general public assistance program?		X
7. Are expenditures controlled centrally (Yes) or de-centrally by dept. (No)?	X	
8. At any point during the year are expenditures routinely frozen?	X	
9. Has the municipality adopted a cash management plan?	X	
10. Have all negative findings in the prior year's audit report been corrected?		X
If No, list those uncorrected as an appendix. FY 2011 AUDIT FINDINGS ATTACHED		

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**B. Risk Management: Indicate ("x") how each type of risk is insured.**

Coverage	JIF/HIF	Self	Commercial
General liability		X	
Vehicle/Fleet liability		X	
Workers Compensation		X	
Property Coverage			X
Public Official Liability		X	
Employment Practices Liability		X	X
Environmental			X
Health	SHBP	X	X
	X		

**C. 1) Salary and Employee Contract Information (when more than one bargaining unit for each category, use average):**

Question	Police	Fire	Other Contract	Non-Contract
Year of last salary increase	1/1/9	1/1/12	1/1/12	1/1/06
Average percentage increase	3.75%	2%	2%	2%
Last contract settlement date	1/1/9	ARBITRATION 8/14/11	9/11/12	
Contract expiration date	12/31/09	12/31/08	12/31/14	

2) Explain if any of the following actions have been taken or are under consideration for the Application Year:

Action	Police	Fire	Other Contract	Non-Contract
Furloughs (describe below)				
The City furloughed non-uniformed employees during FY 2011				
Wage Freezes (describe below)				
The City is subject to the Memorandum of Understanding (MOU) with the Department of Community Affairs imposing a wage and hiring freeze except as required by collective bargaining agreement approval of the Division of Local Government Services, as applicable.				

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Application Year SFY 2013	Municipality: City of Camden	County: Camden
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Layoffs (describe below)

The City conducted a layoff effective 1/18/11 to implement a 2.4% reduction in salary and wages. The City is also a party to a Memorandum of Agreement with the County of Camden and State Department of Community Affairs, Division of Local Government Services under which the City is transitioning to a County regional police services.

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D. Tax Enforcement Practices:

Question	Yes	No
1. Does the municipality use the accelerated tax sale program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. When was the last foreclosure action taken or tax assignment sale held: <span style="float: right;">Date:</span>	<u>1994 (A)</u> <u>2006 (F)</u>	
3. On what dates were tax delinquency notices sent out in 2011: <span style="float: right;">Date:</span>	<u>9/11, 12/11, 3/12</u> <u>AND 5/12</u>	
4. Date of last tax sale: <span style="float: right;">Date:</span>	<u>6/18/12</u>	

E. Specialized Service Delivery:

If the answer to either question is "Yes," provide (as an appendix) a cost justification of maintaining the service without changes.

Service	Yes	No
Sworn police or firefighters are used to handle emergency service call-taking and dispatch (in lieu of civilians)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The municipality provides rear-yard solid waste collection through the budget	<input type="checkbox"/>	<input checked="" type="checkbox"/>

F. Other Financial Practices

1. Amount of interest on investment earned in:

<u>2012</u>	<u>\$41,228</u>	2012:	<u>\$56,652</u>	Anticipated Application Year:	<u>\$38,000</u>
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2. List the instruments in which idle funds are invested:


3. What was the average return on investments during SFY 2012?	<u>.08%</u>
4. When was the last time fee schedules were reviewed and updated?	<u>June, 2012</u>
5. The name and firm of the municipality's auditor?	<u>Bowman &amp; Co.</u>
6. When was the last time the municipality changed auditors?	<u>1997</u>

G. Status of Collective Negotiation (Labor) Agreements: List each labor agreement by employee group, contract expiration date, and the status of negotiations of expired contracts.

<b>Application Year SFY 2013</b>	<b>Municipality: City of Camden</b>	<b>County: Camden</b>
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<u>Employee Group</u>	<u>Expiration Date</u>	<u>Status of Negotiations of Expired Agreement</u>
<u>Fraternal Order of Police ("FOP")</u>	<u>12/31/09</u>	<u>Pending</u>
<u>Camden Organization of Police Superiors ("COPS")</u>	<u>12/31/09</u>	<u>Pending</u>
<u>International Association of Fire Fighters ("IAFF"), Local 2578, Fire Officers Assoc., AFL-CIO, CLC</u>	<u>12/31/08</u>	<u>Pending</u>
<u>Camden City Fire Fighters Union, International Association of Fire Fighters (IAFF), Local Union 788</u>	<u>12/31/08</u>	<u>The City is subject to a Court ordered implementation of an arbitration decision dated August 14, 2012.</u>
<u>Camden County Council #10, with units for Non-Supervisors, Supervisors and School Crossing Guards</u>	<u>12/31/14</u>	<u>Contracts settled as of 9/11/12</u>
<u>Teamsters, Local 676</u>	<u>12/31/14</u>	<u>Contract settled as of 9/11/12</u>

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**IX-A. List actions that limited Salary and Wage costs: i.e., layoffs, furloughs, freezes, contract concessions, etc. (See item C-3 in Local Finance Notice for details)**

S&W Line Item	Prior Year Actual	Application Year Proposed	Explanation of Change
<p>The City is subject to the Memorandum of Understanding (MOU) with the Department of Community Affairs imposing a wage and hiring freeze except as approved by the Division of Local Government</p>			<p><u>Continues</u></p>
<p>Mayor's Freeze on overtime</p>			<p><u>Continues</u></p>
<p>Sick Leave Verification Policies for all departments</p>			<p><u>Continues</u></p>
<p>The use of an automated time and attendance system</p>			<p><u>Continues</u></p>
<p>The City is party to a Memorandum of Agreement with the County of Camden and State Department of Community Affairs, Division of Local Government Services under which the City is transitioning to a County regional police services.</p>		<p>2013</p>	<p><u>To improve public safety, increase efficiency and reduce costs of providing police services.</u></p>





Application Year SFY 2013      Municipality:      County:




Application Year SFY 2013      Municipality:      County:

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Application Year SFY 2013      Municipality:      County:

**X. Service Delivery**

List all services that the municipality contracts to another organization: i.e., shared services with another government agency, including formal and informal shared services, memberships in cooperative purchasing program, private (commercial), or non-profit organization.

Service	Name of Contracted Entity	Estimated Amount of Contract	Year Last Negotiated (as applicable)
<b>POLICE DEPARTMENT</b>			
Firearms Range Indoor & Outdoor	Federal, State and Municipal	\$0	Annual
Central Complaint Prisoner Processing	Rutgers, DRPA, State Police UMD, Parole and Probation	\$0	Annual
Detective Bureau	Shared with multiple agencies	\$0	Annual
Tactical Team provides S.W.A.T. assistance	Pennsauken and other municipalities that request mutual aid S.W.A.T. and Negotiators	\$0	Annual
Crime Scene Processing	CCPO and NJSP	\$0	
Evidence Collection	Rutgers, UMD and NJSP	\$0	
Mobile Data Terminals	Rutgers and Gloucester City	\$0	
Police Academy Programs	Camden & Burlington County share instructors	\$0	
Fatal Accident Investigation Team	Camden County	\$0	
Intelligence Unit	Camden County and State Police	\$0	
Narcotics Task Forces	State, County, FBI, ATF, DEA, HIDTA, U.S. Marshals	\$0	
DRPA facilities available to Camden as back-up emergency 911 center	DRPA	\$0	
Police Services to DMV	State	\$78,400	
Police Services to Camden County Employment Center (One Stop)	County	\$173,680	
Police Services to Camden County Library at Ferry Avenue	County		

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Application Year SFY 2013 Municipality: County:

JAG Grant Administration	Municipalities in Camden County	\$18,086	
Memorandum of Agreement with respect to Regionalized Police Services	The State and Camden County	Anticipated future savings in police service costs	
Payment of salary costs (not benefits) for police officers assigned to the Camden City Board of Education schools	Camden City Board of Education	Reimburse Salary costs (not benefits) of police officers assigned to schools up to \$700,000	
Shared Services Agreement for the reimbursement of overtime incurred by the Police Department	U.S. Marshals Service – Regional Fugitive Task Force	Maximum of \$6,000 per fiscal year	
Shared Services for police protection for Parking Authority of the City of Camden managed facilities	Parking Authority of the City of Camden		
Shared Radio Communications	DRPA		
<b>FIRE DEPARTMENT</b>			
Standard Mutual Aid	Surrounding communities		
Technical Rescue	Surrounding communities		
Instructors for Camden County Fire Academy	Camden County Communities		
Emergency Management Trailer	Camden County		
<b>PUBLIC WORKS</b>			
CSO	Camden County, Camden City Gloucester		

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<b>Application Year SFY 2013</b>	<b>Municipality:</b>	<b>County:</b>
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<u>Storm Water Disinfection Program</u>	<u>Camden County, Camden City Gloucester</u>		
<u>Emergency Shared Services</u>	<u>Camden County Public Works</u>		
<u>Park Maintenance and Programming</u>	<u>Camden County</u>		
<u>Parking Enforcement</u>	<u>Parking Authority</u>		
<u>Maintenance of intersections with Light Rail</u>	<u>NJDOT</u>		
<u>Sign Making</u>	<u>Parking Authority</u>		
<u>Public Works line painting</u>	<u>Camden County</u>		
<u>Snow Removal and Salting</u>	<u>Camden County</u>		
<u>Demolition and Snow Removal operations</u>	<u>Camden Redevelopment Agency</u>		
<u>Parking</u>	<u>Parking Authority and CRA</u>		
<u>Animal Shelter</u>	<u>Camden County</u>	<u>\$154,800</u>	<u>Annual</u>
<u>Parks Maintenance</u>	<u>Parking Authority</u>	<u>Licensed land for parking</u>	<u>Annual</u>
<b>PLANNING AND DEVELOPMENT</b>			
<u>Brownsfield Management</u>	<u>CRA</u>	<u>\$0</u>	<u>Annual</u>
<u>Management of UEZ</u>	<u>CRA</u>	<u>\$0</u>	<u>Annual</u>
<u>Services of Municipal Engineer on 7<sup>th</sup> and State Firehouse project</u>	<u>CRA</u>	<u>\$0</u>	<u>Annual</u>
<u>HOPWA Administration</u>	<u>Camden and Gloucester Counties</u>	<u>\$71,318.40</u>	<u>Annual</u>
<u>Planning services for North Camden Waterfront Study and redevelopment Plan</u>	<u>CRA</u>	<u>\$0</u>	<u>Annual</u>
<u>Planning services for the North Camden carve out of the former prison site</u>	<u>CRA</u>	<u>\$0</u>	<u>Annual</u>
<u>Recreational Facility Enhancements for Von Niecda Park</u>	<u>Camden County</u>	<u>\$0</u>	<u>2010 until complete</u>

Application Year SFY 2013      Municipality: \_\_\_\_\_      County: \_\_\_\_\_

Live Where You Work program	NJHMFA	\$0	2010 and continuing
Shared Services with respect to financial assistance to residential properties to achieve energy efficiency by retrofitting systems to reduce energy consumption/cost	NJHMFA	Grant amount \$787,500	October 2010 and continuing
Management of the Carnegie Library Restoration project including applying for grant funding	Coopers Ferry Development Association	TBD	2011 and continuing
<b>JOINT PURCHASING</b>			
Various Goods and Services Under State Contract	Through State	\$0	Annual
Purchase of Road Salt and Calcium Chloride	Camden County	\$45,000	Annual
Sale of Road Salt and Calcium Chloride	Parking Authority of the City of Camden	TBD	Annual
Fuel	Purchase by Camden County Sheriff	At cost	Annual
Office Supplies	Camden County	At cost	2010
Shared Services to reimburse costs of providing health and prescription drug benefits	Housing Authority of the City of Camden	City receives a 1% Administrative fee	Annual
<b>MISCELLANEOUS</b>			
Shared Services for Off-Site Back-Up Data Storage	Voorhees Township	TBD	Annual
Electronic employee time management	Camden County	\$0	Annual
Public Health	Camden County	\$0	Annual
Insurance Benefits	CRA	At cost	Annual
Affirmative Action	Camden County	\$20,000	Annual
Lease of City Hall	Camden County	Cost @ \$121,992 per year	Annual

Application Year SFY 2013 Municipality: County:

Temporary parking during the demolition of the Parkade Building	Parking Authority of the City of Camden	\$0	2010 and continuing Annual
Summer Food Service and Recreation Program	School District	\$0	Annual
Municipal Drug Alliance Program	Camden County	\$0	Annual
PARIS Grant Application	Surrounding Communities	\$0	Annual
Management of Section 3 compliance - the U.S. Fair Housing Act requires all agencies in receipt of federal funds for construction in an amount of \$100,000 or over to comply with Section 3 of the Act, which requires contractors to use their best efforts to hire at least 30% of all newly hired employees be comprised of persons of low-income from the surrounding area.	Housing Authority of the City of Camden	TBD	Annual
<b>MUNICIPAL COURT</b>			
<b>ENERGY/UTILITY SAVING</b>			
Develop a comprehensive energy strategy	CRA	\$0	2010
Sustainable New Jersey Registration	CRA	\$0	2010
Formed a "Green Team" for energy policy	CRA	\$0	2010
Reviewing solar farming on a landfill	Appropriate procurement	\$0	2010
Exploring shared services with the County for the purchase of natural gas, electricity, IT and telecommunications.	County		
Exploring shared services with the County for voice over the internet (VOIP) to save on telecommunications costs	County		

Application Year SFY 2013      Municipality:      County:

**Section XI – Impact of Limited or No Aid Award**

Describe in complete detail the impact if aid is not granted for the current fiscal year; this priority setting requires that the municipality will maintain a minimum level of essential services. List the appropriate category of impact if the aid is not received. Rank each item from both lists as to the order in which elimination will take place. If across the board cuts will be made, indicate under service. For rank order purposes, consider the two sections as one list. The cuts outlined here are one that the municipality is committing to make if they do not receive aid.

Rank Order	Department	# of Layoffs	Effective Date	2011 Full Time Staffing	2012 Full Time Staffing	\$ Amount to be Saved
	Would not be able to deliver any services					

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If services will be reduced, describe the service, impact and cost savings associated with it.

Rank Order	Service	Cost Savings	Impact on Services
	Would not be able to deliver any services		No services

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Application Year SFY 2013	Municipality:	County:
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**XII. Agreement to Improve Financial Position of Municipality**

If aid is granted, the municipality will be required to submit to certain reporting conditions and oversight as authorized by law and a Memorandum of Understanding will need to be signed. Please mark each box below indicating that the applicant understands, and agrees to comply with these broad reporting and oversight provisions.

	Yes	No
1. Allow the Director of Local Government Services to assign management, financial, and operational specialists to assess your municipal operations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Implement actions directed by the Director to address the findings of Division staff.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Enter into a Memorandum of Understanding and comply with all its provisions, without exception.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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**XIII. Certification of Past Compliance for Municipalities Currently Operating Under a Transitional Aid MOU:**

The undersigned certify that the municipality is in substantial compliance with the conditions and requirements of the 2012 MOU and is moving in good faith to correct those area of noncompliance that have been identified, including, but not limited to, the following: establishment of a pay to play ordinance; termination of longevity pay for officers and employees not contractually entitled to longevity pay; termination of health benefits for part time officers and employees; receipt of signed approval forms as required prior to hiring personnel and contracting with professional service vendors.

Mayor: *[Signature]* Date: 9/24/12  
 Chief Financial Officer: *[Signature]* Date: 9/24/12  
 Chief Administrative Officer: *[Signature]* Date: 9/24/12

**XIV. CAMPS Certification (County and Municipal Personnel System - Civil Service municipalities only)**

For Civil Service municipalities, the undersigned, being knowledgeable thereof, hereby certify that the municipality has placed the names of all current civil service employees in NJ "CAMPS".

Human Resources or Personnel Director: *[Signature]* Date: 9-24-12  
 Chief Financial Officer: *[Signature]* Date: 9/24/12

Application Year SFY 2013	Municipality:	County:
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**XV. CERTIFICATION OF APPLICATION FOR TRANSITIONAL AID**

The undersigned acknowledges the foregoing requirements with which the municipality must comply in order to receive aid as outlined above. In addition, included with this application is a copy (printed or electronic) of the budget documentation that supports the budget calculation that was provided to the governing body.

Mayor: *Spencer D. Reed* Date: *9/24/12*  
Chief Financial Officer: *[Signature]* Date: *9/14/11*  
Chief Administrative Officer: *[Signature]* Date: *9/24/12*

# **1. BUDGET DOCUMENTS**

**SUBMITTED UNDER SEPARATE COVER PER THE ATTACHED LETTER**

Francisco Moran  
President  
Councilperson, 3<sup>rd</sup> Ward

Dana Burley  
Councilperson, 1<sup>st</sup> Ward

Brian K. Coleman  
Councilperson, 2<sup>nd</sup> Ward

Luis Lopez  
Councilperson, 4<sup>th</sup> Ward



**FILE COPY**

Curtis Jenkins  
Vice President  
Councilperson-at-Large

Marilyn Torres  
Councilperson-at-Large

Deborah Person-Polk  
Councilperson-at-Large

Luis Pastoriza, R.M.C., C.M.R.  
Municipal Clerk

Jason Asuncion, Esq.  
Council-To-Council

**MUNICIPAL CLERK  
CITY OF CAMDEN  
NEW JERSEY**

PO Box 95120  
Room 105, City Hall  
Camden, NJ 08101  
Tele: (856) 757-7223 / Fax: (856) 757-7220  
Email: [clerk@ci.camden.nj.us](mailto:clerk@ci.camden.nj.us) Website: [www.ci.camden.nj.us](http://www.ci.camden.nj.us)

8/10/2012

Thomas Neff  
State of New Jersey  
Division of Local Government Services  
New Jersey Department of Community Affairs  
101 South Broad Street  
PO Box 800  
Trenton, NJ 08625-0800

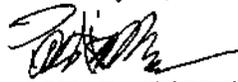
**RE: City of Camden's SFY 2013 Budget**

Dear Director Neff,

Pursuant to N.J.S.A. 40A:4-5, enclosed please find three (3) copies within (3) days of the SFY 2013 certified budget for the City of Camden, in the County of Camden, of the State of New Jersey for your review and consideration as introduced and approved by a majority of the full membership of the city council on August 7, 2012.

If you should have any questions, please contact my office.

Thank you,

  
LUIS PASTORIZA,  
Municipal Clerk

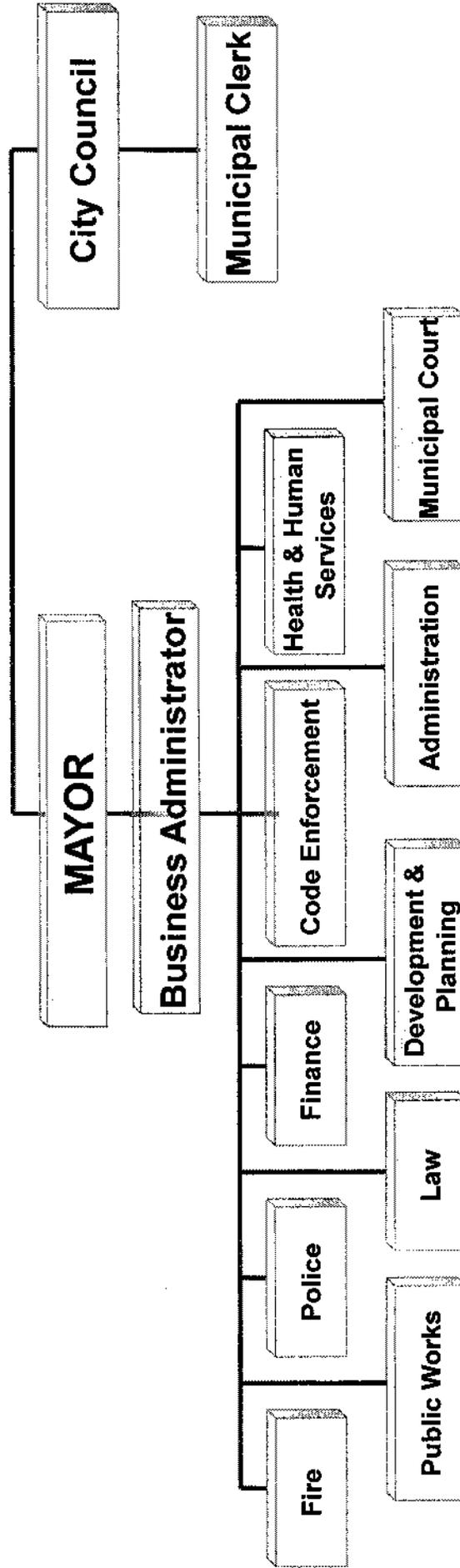
CC: Francisco Moran, President of City Council  
Christine Jones, Business Administrator  
Glynn Jones, Director of Finance

## **2. ORGANIZATIONAL CHARTS:**

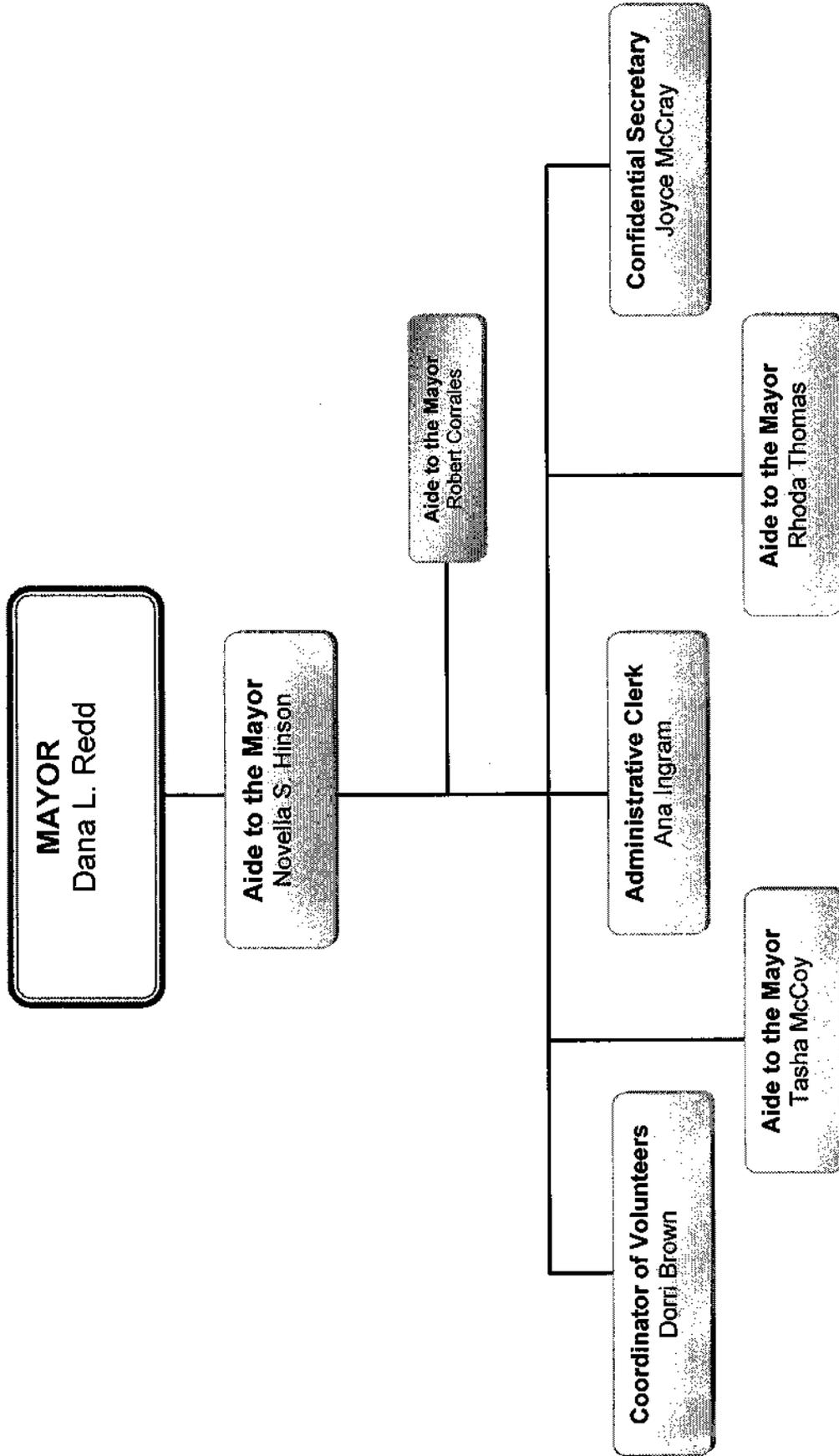
- 1. City wide;**
- 2. Mayor's Office;**
- 3. City Council/City Clerk;**
- 4. Department of Administration;**
- 5. Law Department;**
- 6. Finance Department;**
- 7. Code Enforcement;**
- 8. Planning and Development;**
- 9. Human Services;**
- 10. Police Department;**
- 11. Fire Department; and**
- 12. Public Works; and**
- 13. Municipal Court.**

# City of CAMDEN

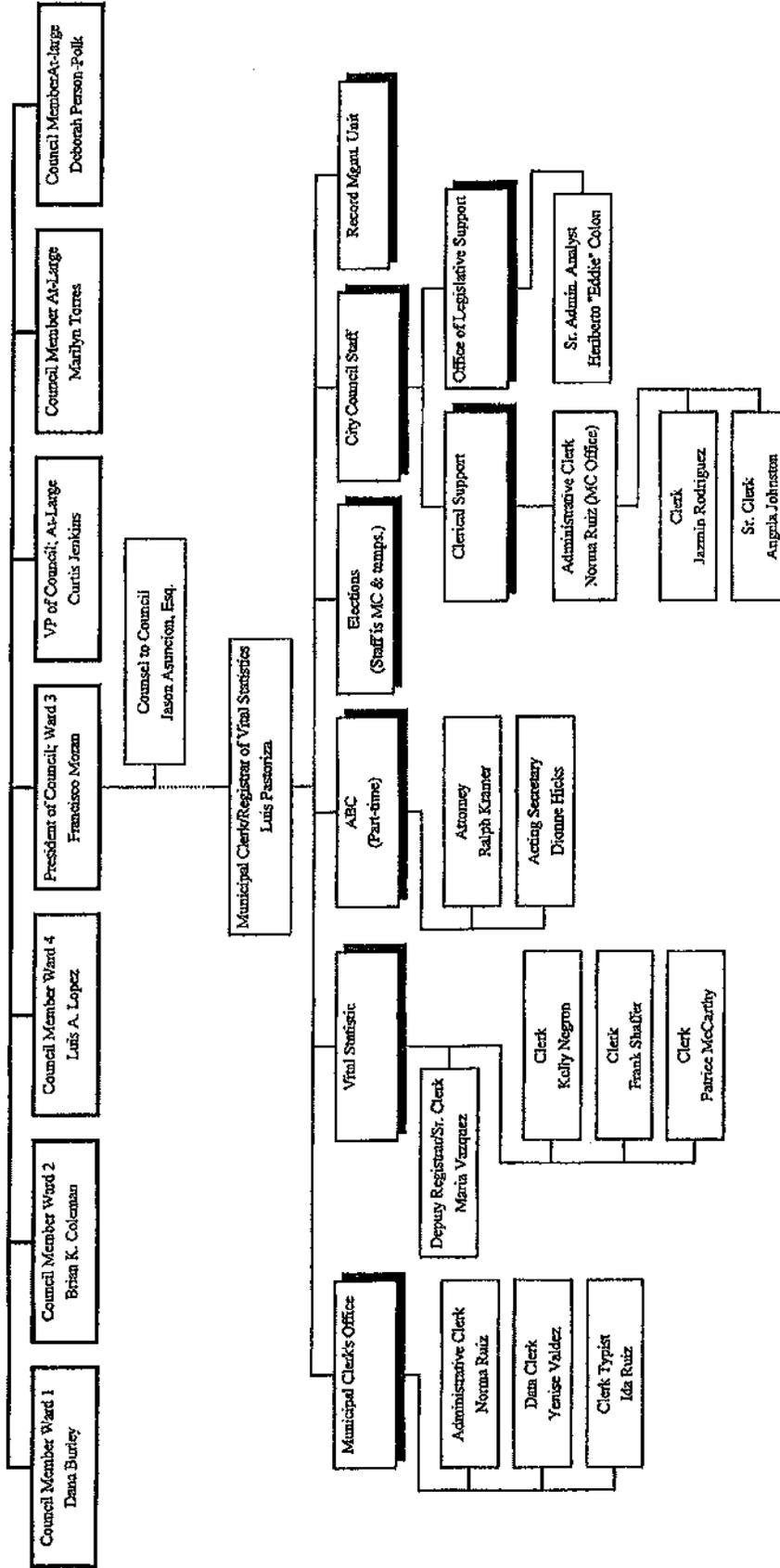
## Organizational Chart



**MAYOR'S OFFICE**  
Organizational Chart

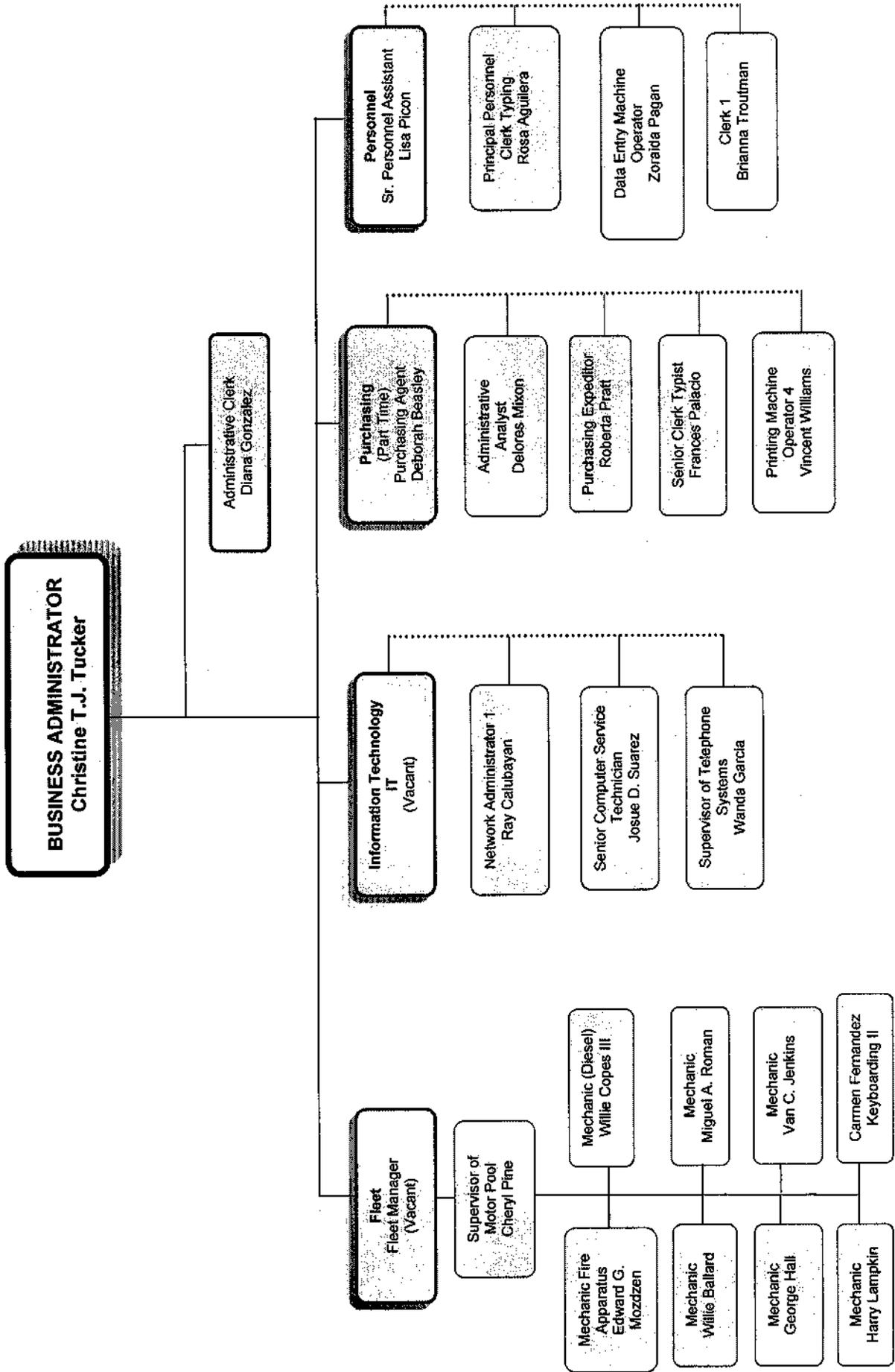


**CITY OF CAMDEN**  
 Legislative Branch of Government  
 Jan. 31, 2012



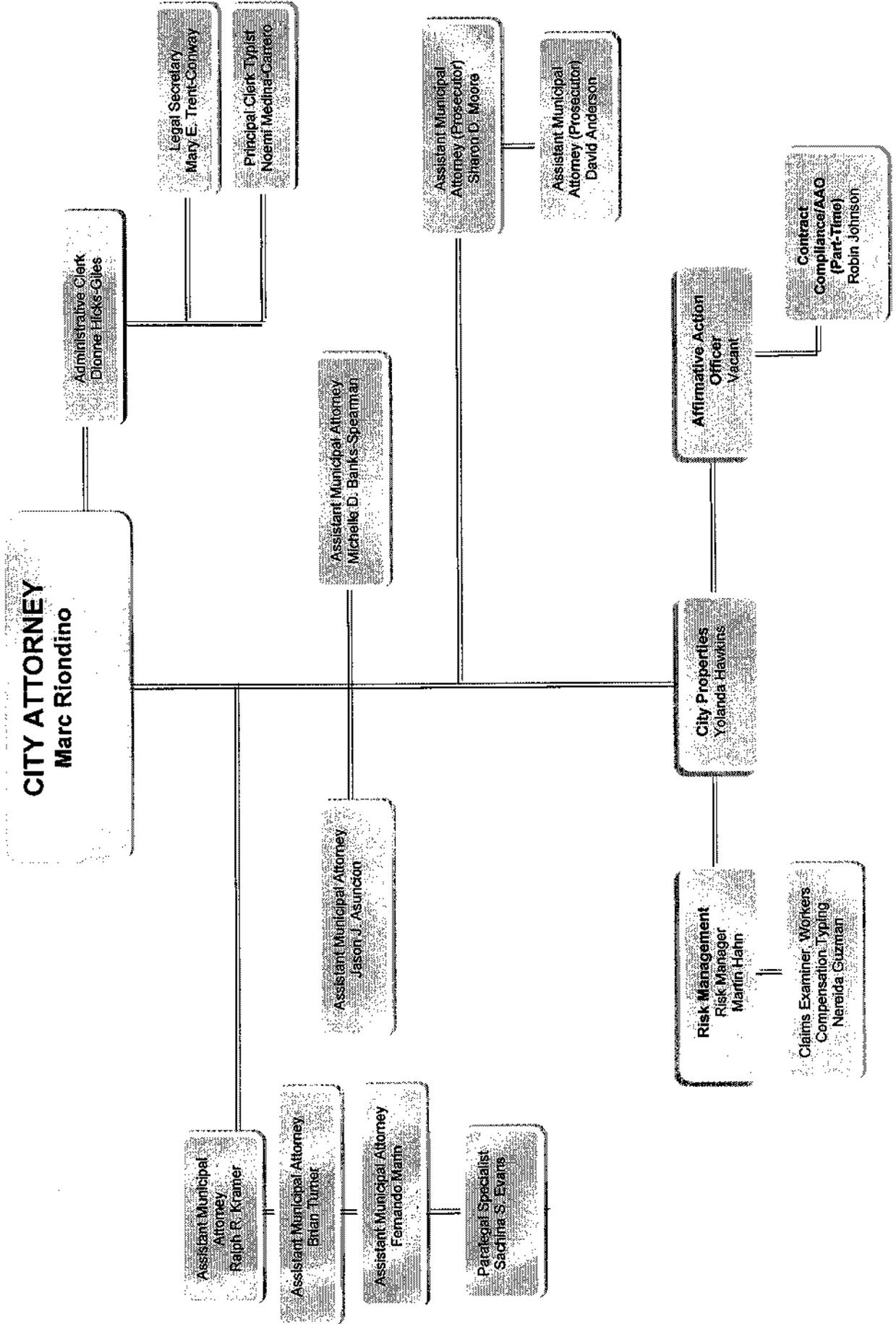
# Department of Administration

## Organizational Chart



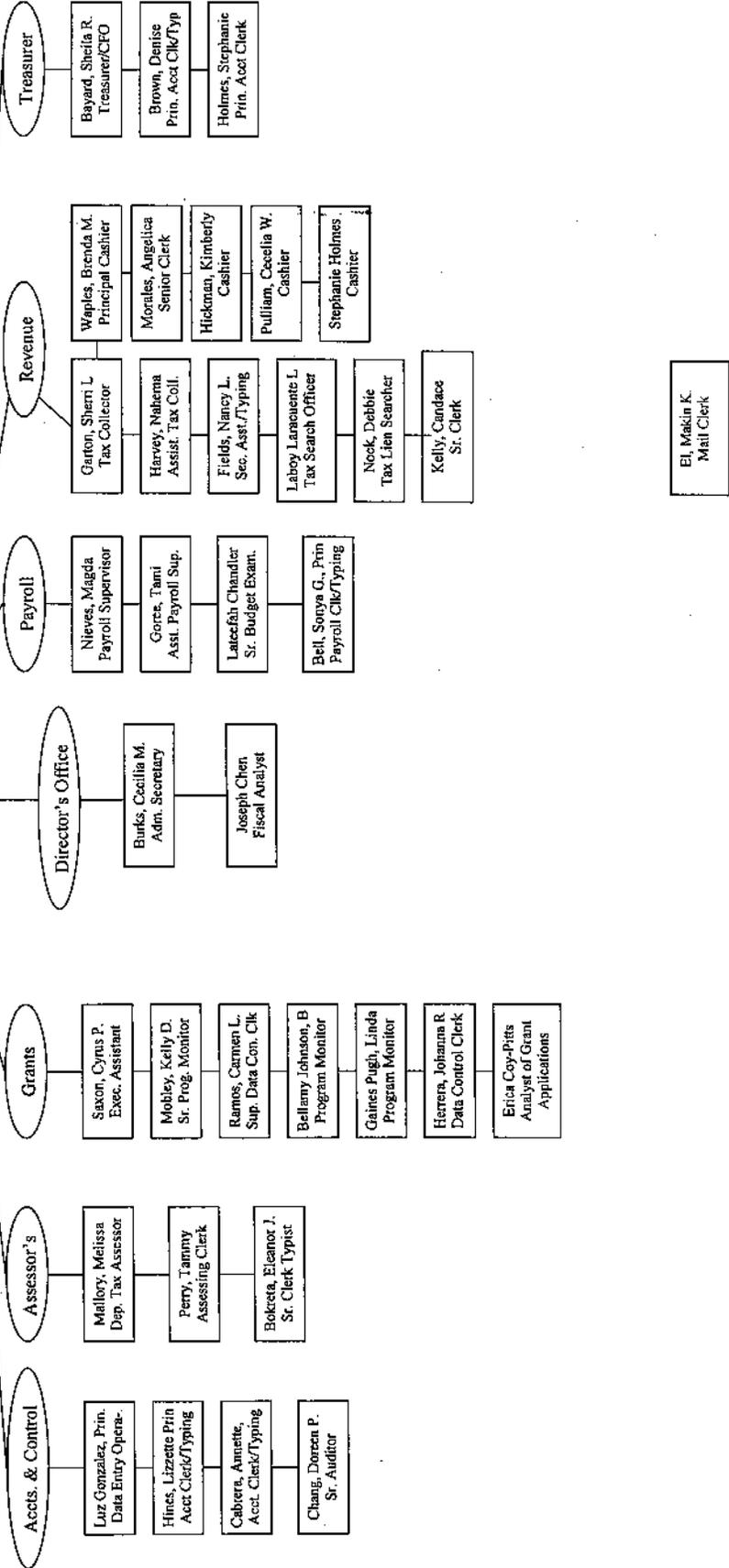
# LAW DEPARTMENT

## Organizational Chart



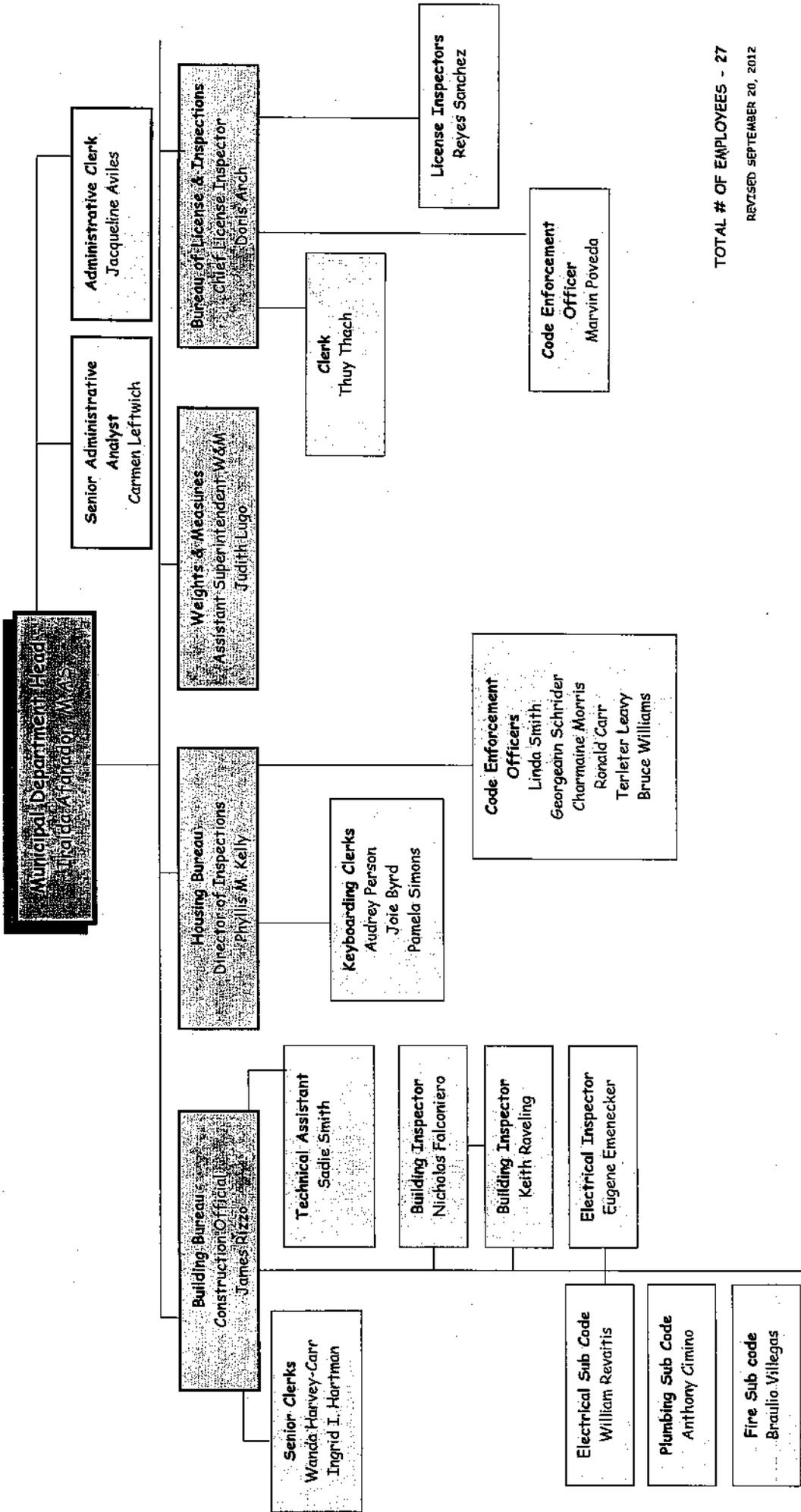
# Department of Finance

**Glynn E. Jones, Director**

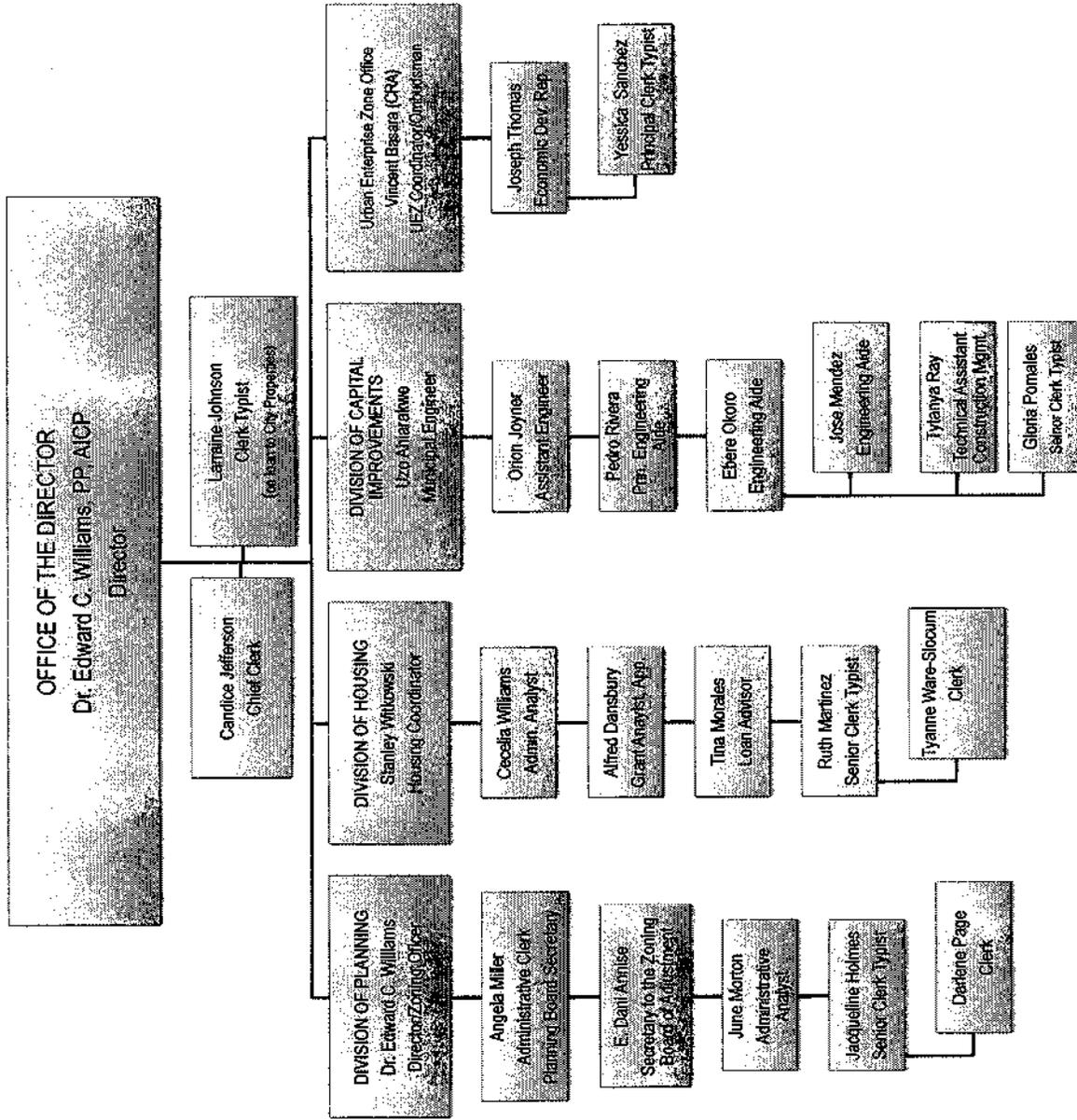


# Department of Code Enforcement

## ORGANIZATION CHART

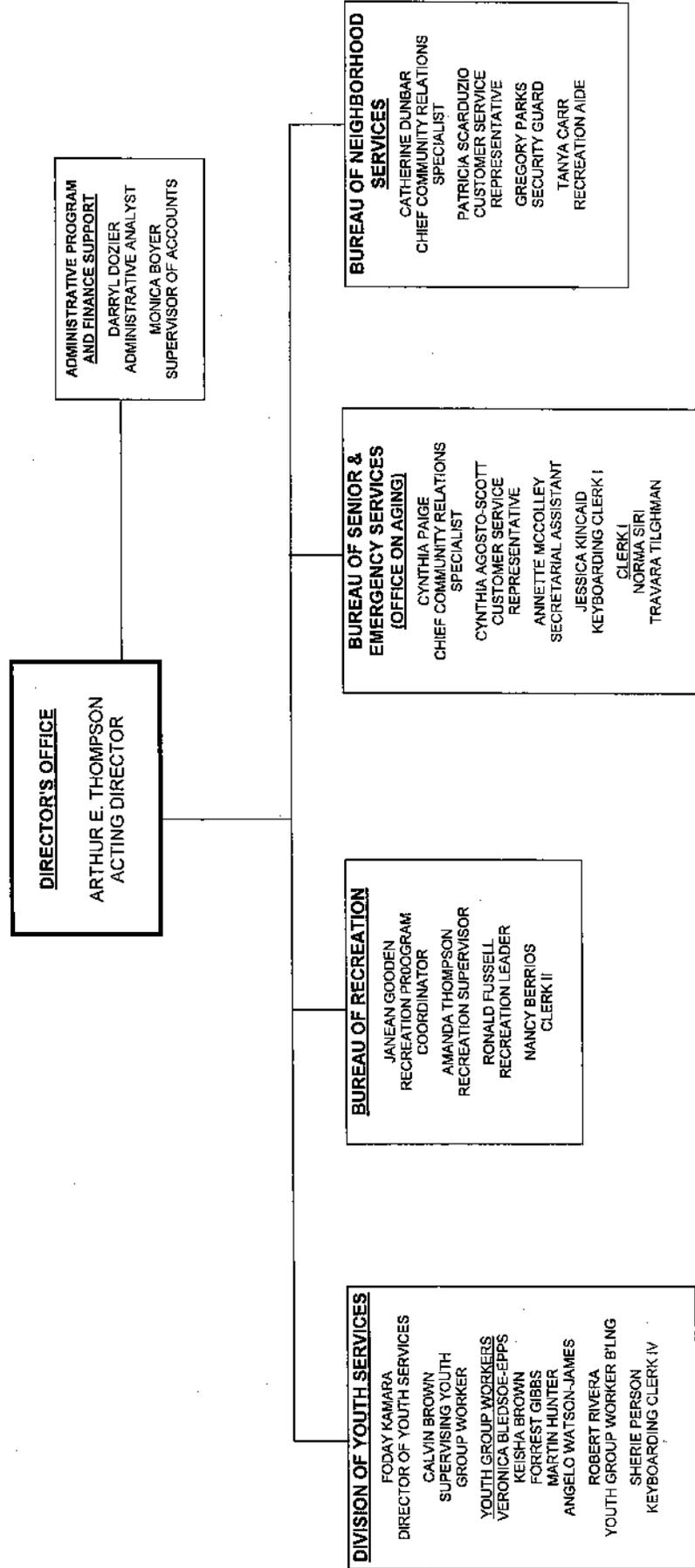


2012 Department of Planning & Development Organization Chart



DEPARTMENT OF HUMAN SERVICES

ORGANIZATION CHART





**FIRE DEPARTMENT UNIFORMED & CIVILIAN STRENGTH - ORGANIZATIONAL ROSTER**

<b>FIRE ADMINISTRATION</b>	
<b>CHIEF</b>	<b>MI. HARPER</b>
<b>D.C.</b>	<b>D. ROSSI</b>
<b>D.C.</b>	<b>E. GLASSMAN</b>
<b>D.C.</b>	<b>MI. DIPASCALE</b>

<b>FIRE TRAINING</b>	
<b>B.C.</b>	<b>A. DECARO</b>
<b>CAPTAIN D. PAYNE</b>	
<b>F.F.</b>	<b>H. BENNETT</b>

<b>FIRE PREVENTION</b>	
<b>CHIEF F.M. B. VILLEGAS</b>	
<b>INSP.</b>	<b>R. ALLEN</b>
<b>INSP.</b>	<b>T. BALABUCH</b>
<b>INSP.</b>	<b>L. EDWARDS</b>
<b>INSP.</b>	<b>D. MUNOZ</b>
<b>INSP.</b>	<b>J. TULL</b>
<b>INSP.</b>	<b>E. CARABALLO</b>

<b>UNIFORMED STAFF</b>	
<b>F.F.</b>	<b>J. BARRIENTOS</b>

<b>RECRUITMENT</b>	
<b>B.C.</b>	
<b>CAPTAIN D. DAVIS</b>	

<b>CIVILIAN STAFF</b>	
<b>ADMIN SEC.</b>	<b>B. APONTE</b>




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FIRE DEPARTMENT UNIFORMED & CIVILIAN STRENGTH - ORGANIZATIONAL ROSTER

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<b>ENGINE #1</b>
<b>CAPTAIN R. SCHNEEMAN</b>
F.F. E. HINES
F.F. A. NIEVES
F.F. E. MENDEZ
F.F. E. RYAN

<b>SQUAD #7</b>
<b>CAPTAIN M. LABAR</b>
F.F. O. CHANDLER
F.F. R. ECKERT
F.F. A. LOPEZ
F.F. M. RAMOS

<b>ENGINE #8</b>
<b>CAPTAIN I. ALEJANDRO</b>
F.F. R. CARTER
F.F. R. RIVERA
F.F. E. VINCENT
F.F.

<b>ENGINE #9</b>
<b>CAPTAIN D. BAKER</b>
F.F. R. MUHAMMAD
F.F. R. OTERO
F.F. K. POLLARD
F.F. J. ROMAN

<b>ENGINE #10</b>
<b>CAPTAIN M. McCARTHY</b>
F.F. M. BURKE
F.F. D. DELGADO
F.F. J. DiPAOLO
F.F. S. HARRIS

<b>ENGINE #11</b>
<b>CAPTAIN D. DIXON</b>
F.F. D. GANS
F.F. Aa. COOPER
F.F. K. LEWIS
F. F. S. MUNOZ

<b>LADDER #1</b>
<b>CAPTAIN J. BAIN</b>
F.F. M. DiVIETRO
F.F. W. PEREZ
F.F. A. PLAZA
F.F. D. VELEZ

<b>LADDER #2</b>
<b>CAPTAIN W. EVERETT</b>
F.F. J. DELGADO
F.F. G. HALL
F.F. G. LYONS
F.F. M. MILLER

<b>LADDER #3</b>
<b>CAPTAIN G. COLON</b>
F.F. C. BARRIENTOS
F.F. C. FORKER
F.F. C. RUIZ
F.F. R. SCOTT

<b>FLOATERS</b>
<b>CAPTAIN</b>
F.F.
F.F.
F.F.
F.F.

<b>BATTALION #1</b>
B.C. F. SAIA

<b>BATTALION #2</b>
B.C. A. MAGEE

FIRE DEPARTMENT UNIFORMED & CIVILIAN STRENGTH - ORGANIZATIONAL ROSTER

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<b>ENGINE #1</b>
<b>CAPTAIN F. BOTTALICO</b>
F.F. J. NIEVES
F.F. L. REESE
F.F. J. SWAN
F.F. I. VELEZ

<b>SQUAD #7</b>
<b>CAPTAIN B. EMENECKER</b>
F.F. D. SEYBERT
F.F. D. SMALLS
F.F. C. SPEARMAN
F.F. J. THOMPSON

<b>ENGINE #8</b>
<b>CAPTAIN J. FAYER</b>
F.F. G. CARABALLO
F.F. G. SANTANA
F.F. D. TRUITT
F.F.

<b>ENGINE #9</b>
<b>CAPTAIN A. MOLINA</b>
F.F. D. GOREE
F.F. W. MATTHEWS
F.F. G. TURNER
F.F. K. VARGAS

<b>ENGINE #10</b>
<b>CAPTAIN T. MILES</b>
F.F. J. ANTE
F.F. C. COLON
F.F. R. PRADO
F.F. L. ZAYAS

<b>ENGINE #11</b>
<b>CAPTAIN A. ASHLEY</b>
F.F. G. CLARK
F.F. G. DEPETRIS
F.F. L. SMITH
F. F. K. WHITFIELD

<b>LADDER #1</b>
<b>CAPTAIN D. STRATTON</b>
F.F. A. DELGADO
F.F. N. HILDAGO
F.F. T. JONES
F.F. M. PINTO

<b>LADDER #2</b>
<b>CAPTAIN H. LEARY</b>
F.F. A. CHURCH
F.F. R. JOHNSTON
F.F. E. RAMOS
F.F. O. TORRES

<b>LADDER #3</b>
<b>CAPTAIN R. MELENDEZ</b>
F.F. R. AVILES
F.F. C. CASTRO
F.F. D. O'REILLY
F.F. V. TORRES

<b>FLOATERS</b>
<b>CAPTAIN</b>
F.F.
F.F.
F.F.
F.F.

<b>BATTALION #1</b>
<b>B.C. Ma. HARPER</b>

<b>BATTALION #2</b>
<b>B.C. J. BERRIOS</b>

FIRE DEPARTMENT UNIFORMED & CIVILIAN STRENGTH - ORGANIZATIONAL ROSTER

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<b>ENGINE #1</b>
<b>CAPTAIN H. JONES</b>
F.F. E. CINTRON
F.F. D. JACKSON
F.F. K. SELLERS
F.F. C. SCOTT

<b>SQUAD #7</b>
<b>CAPTAIN F. THOMPSON</b>
F.F. D. GONZALES
F.F. G. MEDINA
F.F. M. MERCADO
F.F. P. RILEY

<b>ENGINE #8</b>
<b>CAPTAIN T. BAKER</b>
F.F. J. ANDERSON
F.F. K. CHAMBERS
F.F. E. TIRADO
F.F. M. WINTHERS

<b>ENGINE #9</b>
<b>CAPTAIN L. BUCKINGHAM</b>
F.F. M. BUNDY
F.F. J. FIGUEROA
F.F. Ju. RAMOS
F.F. L. SANCHEZ

<b>ENGINE #10</b>
<b>CAPTAIN B. IRVING</b>
F.F. G. ARROYO
F.F. D. BARRETT
F.F. F. CARABALLO
F.F. J. SNYDER

<b>ENGINE #11</b>
<b>CAPTAIN B. KELLEM</b>
F.F. C. EDWARDS
F.F. J. MELENDEZ
F.F. A. RUIZ
F.F. M. WATERS

<b>LADDER #1</b>
<b>CAPTAIN J. MATOS</b>
F.F. S. BELCHER
F.F. M. BONNETTE
F.F. C. GOVAN
F.F. K. SEYBOLD

<b>LADDER #2</b>
<b>CAPTAIN E. STRATTON</b>
F.F. G. ANGEMI
F.F. J. BROADWATER
F.F. C. BROCCOLI
F.F. E. FRONTADO

<b>LADDER #3</b>
<b>CAPTAIN A. FIGUEROA</b>
F.F. D. HICKS
F.F. J. MARTIN
F.F. P. TALLY
F.F. Ja. TORRES

<b>FLOATERS</b>
<b>CAPTAIN</b>
F.F.
F.F.
F.F.
F.F.

<b>BATTALION #1</b>
B.C. S. BALAKAS

<b>BATTALION #2</b>
B.C. F. SANDROCK

9/1/2012

Department of Public Works

Patrick J. Keating, Director

Anthony Falconiero, Ass't Director, CPWM

Director's Office

Yvette Torres - Velasquez Admin Clerk  
Jannine Makowski - Radio Dispatch Typ  
Rochelle Turski-Pym. Acct Clerk Typ  
Brenda Barnes, Secy Ass't

Demolitions

Byron Johnson - Program Coord  
Demolition  
Jefferson, Tamara M., Sr Admin Analyst

Parks and Open Spaces

Feels Seasonal  
Michelle Gyruok, Rec Aide PT  
Robert Ford, Rec Aide PT

Utilities

No Employees Assigned- Contract  
United Water  
Mitchell Richardson - Ass't PW  
Sup / Recycling Coordinator

Electrical Bureau

Robert Garish, Supervising Electrician  
Julio Rivera - Sr. Electrician  
Pat Hall - Electrician

Traffic Bureau  
Hall, Charles E. Supervisor Traffic  
Maintenance

Trash Contract  
Recycling Contract  
Sweeper Contract  
Apartment Complexes

Inspections

Ronald Smith, Sr. Sant. Inspct  
Orlando Munoz, Sr. Sant. Inspct  
Charlene Canter, Sr. Sant. Inspct  
Gay McCormick, Sanitation  
Inspector  
Gloria Valentin, Sanitation Inspector

Keith Walker, Supervisor Public Works

Lots and Grass Cutting  
Jose Maria Gomez, Tr. Dr  
Chet Gantt, Truck Driver  
Louis Rivera, Equip Oper  
Jose Poveda, Equip Oper  
Harold Fontinilla, Equipment Oper  
Antonio Rodriguez, Equipment Oper

Perez, Ruben - Ass't PW Supt Low  
Pressure Licenses

Armory Maintenance/Boilers  
Juan Martinez, Bldg Mnt Wkr LPL  
Mike Aguilar, Sr. Bldg Mnt LPL

Equipment Operations

James Aponte, Truck Driver  
Edwin Guzman, Equip Oper  
Ramon Trado, Equip Opr  
Mathieu Meziah, Eq Oper  
Kyle Smith, Tractor Trk Dr

Board Up Crew

Larry Williams, Carpenter  
Rachon Paige, Laborer  
William Holmney/Carpenter Hlpr  
Orlando Rivera, Carpenter Hlpr

Port Hole Crew/Tires

Robert Green, Equipment Operator  
Kevin Lindsey, Truck Driver  
David Johnson, Equipment Opr

Facility Maintenance

Nieves, Julio M. Supervising  
Maintenance Repairer  
Felix Martinez, Carp Ass't  
Keith Davis, Lab Hvy  
Ron Nailing, Lab Hvy  
Louis Quinones, Carpenter Hlpr  
David Ewing, Laborer

Lito Moran, Supervisor PW  
Mansol Salazar, Tr. Drv  
Pat Gaines, Lab Hvy  
Cole Peltus, Lab Hvy  
Stephen Reed, Laborer Hvy  
Rodney Waring, Lab Hvy  
Michael Hawkins, Laborer  
Velton Thomas, Laborer

Tree Crew

Kevin Williams, Tree Trimmer  
Jose Montana, Tree Trimmer  
Pablo DeCena, Laborer  
Oswaldo Camacho, Laborer

Bulk Trash

Elie Gonzalez, Truck Driver  
James Wilson, Laborer Hvy  
Carlos Santiago, Laborer

Alleys / Cementeries

Russell, Jacques L., Supervising  
Laborer  
Bruce Alford, Laborer  
Tonya Cole, Laborer  
Eduardo Rodriguez, Laborer  
Gerald Abel, Laborer Hvy  
Wilson Ortiz, Laborer

Yard / Alleys Cleaning

Troy Giles, Laborer  
Garnet Grant, Laborer Hvy  
Ross Laboy, Truck Driver  
Merritt Spralley, Laborer  
James Williams, Truck Driver  
Calvin Gintack, Laborer

Police and Fire Bldg Maintenance

Stitt, Gary O., Supervising  
Maintenance Repairer  
Deiories Williams, Laborer  
Joseph Jones, Carpenter Helper  
Parish Giles, Bldg Mnt Wkr  
Reinaldo Acevedo, Bid Mnt Wkr  
Sergio Pacheco, Laborer

Time Pick Up

No one Assigned

Mad Vacs / Street Cleaning

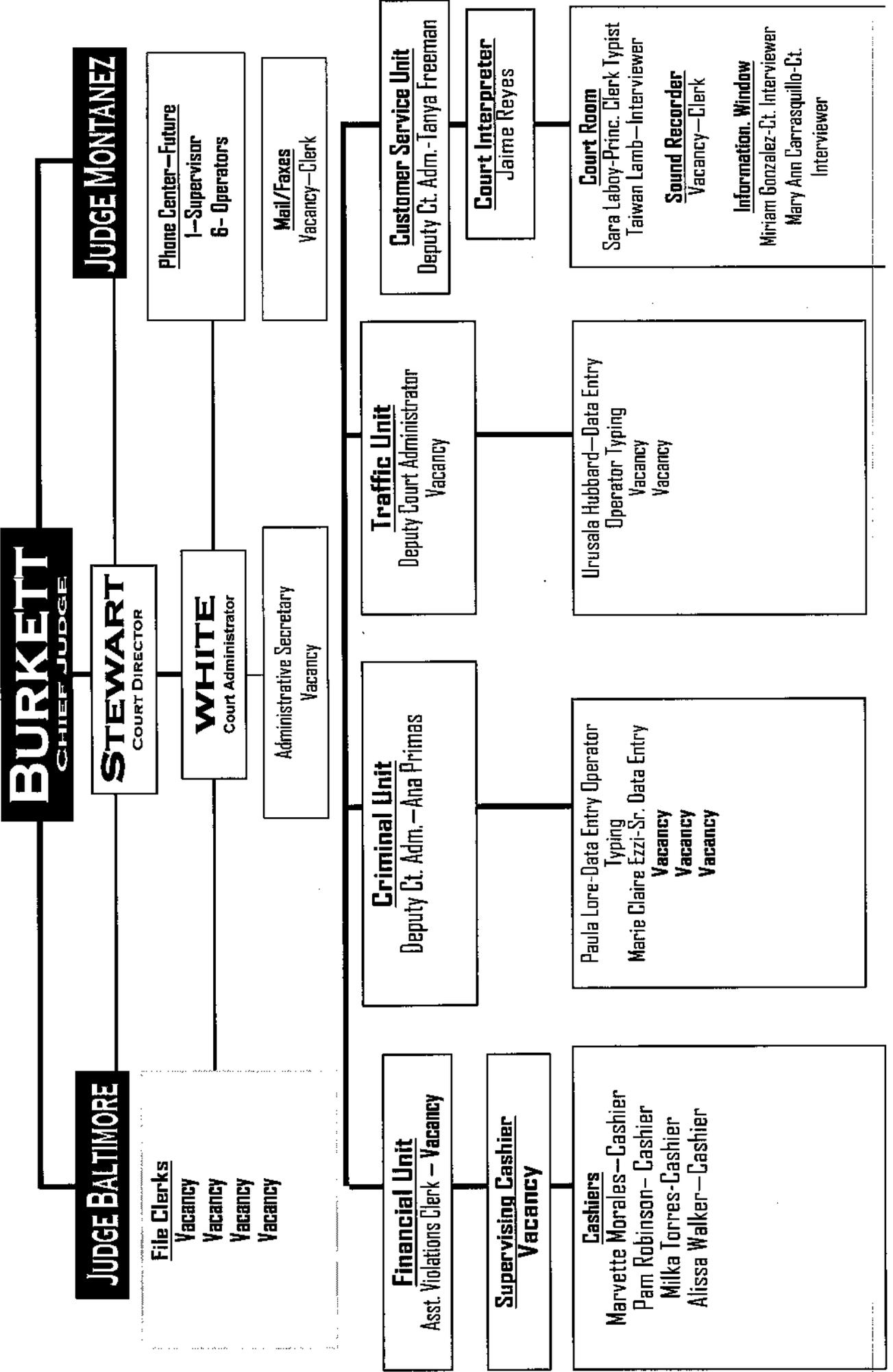
No One assigned

# ORGANIZATIONAL CHART

FY 9-2012



Municipal Court  
of the City of Camden



### **3. EMPLOYEES\***

**\* Not applicable as the City of Camden is not a new applicant.**

## **4. HEALTH BENEFITS**

**The City is transitioning to the State health benefits Plan to be effective 1/1/13**

## **5. DEBT SCHEDULES**

**Note 14: CAPITAL DEBT****Summary of Debt**

	<b>Fiscal Year <u>2011</u></b>	<b>Fiscal Year <u>2010</u></b>	<b>Fiscal Year <u>2009</u></b>
<b><u>Issued</u></b>			
General:			
Bonds, Loans and Notes	\$ 22,223,513.96	\$ 30,260,258.85	\$ 35,631,161.28
Water Utility:			
Loans and Notes	44,138,630.83	47,935,148.02	49,880,564.92
Sewer Utility:			
Loans	<u>22,533,831.67</u>	<u>23,809,712.00</u>	<u>20,572,225.27</u>
Total Issued	<u>88,895,976.46</u>	<u>102,005,118.87</u>	<u>106,083,951.47</u>
<b><u>Authorized but not Issued</u></b>			
General:			
Bonds, Loans and Notes	1,547,659.10	1,285,374.00	1,347,567.00
Water Utility:			
Loans and Notes	13,594,613.24	15,659,100.04	11,462,100.04
Sewer Utility:			
Loans	<u>6,692,156.63</u>	<u>10,570,604.95</u>	<u>6,372,045.27</u>
Total Authorized but not Issued	<u>21,834,428.97</u>	<u>27,515,078.99</u>	<u>19,181,712.31</u>
Total Issued and Authorized but not Issued	<u>110,730,405.43</u>	<u>129,520,197.86</u>	<u>125,265,663.78</u>
<b><u>Deductions</u></b>			
General:			
Accounts Receivable from Other Public Authorities			279,267.00
Funds in Hand	382,223.40	323,419.80	264,616.20
Water Utility:			
Cash held to Pay Loans and Notes		238,505.80	
Self-liquidating Debt	57,733,244.07	63,355,742.26	87,323,918.30
Sewer Utility:			
Cash held to Pay Loans		437,676.00	
Self-liquidating Debt	<u>29,225,988.30</u>	<u>33,942,640.95</u>	
Total Deductions	<u>87,341,455.77</u>	<u>98,297,984.81</u>	<u>87,867,801.50</u>
<b>Net Debt</b>	<u>\$ 23,388,949.66</u>	<u>\$ 31,222,213.05</u>	<u>\$ 37,397,862.28</u>

**Note 14: CAPITAL DEBT (CONT'D)****Summary of Statutory Debt Condition - Annual Debt Statement**

The summarized statement of debt condition which follows is prepared in accordance with the required method of setting up the Annual Debt Statement and indicated a statutory net debt of 1.98%.

	<u>Gross Debt</u>	<u>Deductions</u>	<u>Net Debt</u>
Water Utility	\$ 57,733,244.07	\$ 57,733,244.07	
Sewer Utility	29,225,988.30	29,225,988.30	
General	23,771,173.06	382,223.40	\$ 23,388,949.66
	<u>\$ 110,730,405.43</u>	<u>\$ 87,341,455.77</u>	<u>\$ 23,388,949.66</u>

Net Debt \$23,388,949.66 divided by the Equalized Valuation Basis per N.J.S.A.40A:2-2, as amended, \$1,181,395,418.67 equals 1.98%

**Borrowing Power under N.J.S.A. 40A:2-6 as Amended**

3 1/2% of Equalized Valuation Basis (Municipal)	\$ 41,348,839.65
Net Debt	<u>23,388,949.66</u>
Remaining Borrowing Power	<u>\$ 17,959,889.99</u>

**Calculation of "Self-Liquidating Purpose,"  
Water and Sewer Utility Per N.J.S.A. 40:2-45**

	<u>Water Utility</u>	<u>Sewer Utility</u>
Cash Receipts from Fees, Rents, Fund Balance Anticipated, Interest and Other Investment Income, and Other Charges for the Year	<u>\$ 12,253,706.80</u>	<u>\$ 8,404,111.06</u>
Deductions:		
Operating and Maintenance Costs	5,249,621.47	4,415,592.10
Debt Service	<u>4,889,260.15</u>	<u>1,767,612.60</u>
Total Deductions	<u>10,138,881.62</u>	<u>6,183,204.70</u>
Excess (Deficit) in Revenue	<u>\$ 2,114,825.18</u>	<u>\$ 2,220,906.36</u>

A revised Annual Debt Statement should be filed by the Chief Financial Officer.

Note 14: CAPITAL DEBT (CONT'D)Schedule of Annual Debt Service for Principal and Interest for Bonded Debt Issued and OutstandingGeneral Debt - Bonds

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2012	\$ <u>1,178,988.90</u>	\$ <u>3,406,013.10</u>	\$ <u>4,585,002.00</u>

General Debt - New Jersey Department of Environmental Protection Loans

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2012	\$ 60,270.03	\$ 13,768.45	\$ 74,038.48
2013	61,481.45	12,557.03	74,038.48
2014	62,717.24	11,321.25	74,038.49
2015	63,977.85	10,060.64	74,038.49
2016	65,263.80	8,774.68	74,038.48
2017-2021	278,216.12	23,074.97	301,291.09
2022-2024	<u>111,488.57</u>	<u>3,550.32</u>	<u>115,038.89</u>
	\$ <u>703,415.06</u>	\$ <u>83,107.34</u>	\$ <u>786,522.40</u>

General Debt - Demolition Loans

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2012	\$ 431,100.00		\$ 431,100.00
2013	431,100.00		431,100.00
2014	431,100.00		431,100.00
2015	431,100.00		431,100.00
2016	431,100.00		431,100.00
2017-2021	2,155,500.00		2,155,500.00
2022-2026	743,300.00		743,300.00
2027	<u>100,000.00</u>		<u>100,000.00</u>
	\$ <u>5,154,300.00</u>	<u>-</u>	\$ <u>5,154,300.00</u>

Water Utility - Department of Environmental Protection Loans

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2012	\$ 665,166.07	\$ 53,982.52	\$ 719,148.59
2013	688,650.59	30,497.99	719,148.58
2014	<u>353,390.00</u>	<u>6,184.32</u>	<u>359,574.32</u>
	\$ <u>1,707,206.66</u>	\$ <u>90,664.83</u>	\$ <u>1,797,871.49</u>

Note 14: CAPITAL DEBT (CONT'D)Schedule of Annual Debt Service for Principal and Interest for Bonded Debt Issued and Outstanding (Cont'd)Water Utility - New Jersey Environmental Infrastructure Trust Loans

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2012	\$ 3,287,052.95	\$ 962,645.02	\$ 4,249,697.97
2013	3,360,319.22	891,082.52	4,251,401.74
2014	3,422,101.37	815,438.77	4,237,540.14
2015	3,522,038.83	735,982.52	4,258,021.35
2016	3,596,678.21	654,282.53	4,250,960.74
2017-2021	19,056,699.66	1,905,080.02	20,961,779.68
2022-2026	5,710,596.43	215,081.25	5,925,677.68
2027-2030	475,937.50	22,837.50	498,775.00
	<u>\$ 42,431,424.17</u>	<u>\$ 6,202,430.13</u>	<u>\$ 48,633,854.30</u>

Sewer Utility - New Jersey Environmental Infrastructure Trust Loans

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2012	\$ 1,485,829.57	\$ 439,252.50	\$ 1,925,082.07
2013	1,504,541.70	411,265.00	1,915,806.70
2014	1,543,958.27	381,315.00	1,925,273.27
2015	1,574,026.75	350,502.50	1,924,529.25
2016	1,599,443.92	319,777.50	1,919,221.42
2017-2021	8,447,850.63	1,095,141.25	9,542,991.88
2022-2026	4,740,081.03	332,775.00	5,072,856.03
2027-2029	1,638,099.80	66,275.00	1,704,374.80
	<u>\$ 22,533,831.67</u>	<u>\$ 3,396,303.75</u>	<u>\$ 25,930,135.42</u>

**New Jersey Department of Environmental Protection Loans Payable** - In the general capital fund, the City has several loans outstanding. The balance of the loans at June 30, 2011 is \$703,415.06. The interest rate on each loan is two percent (2.0%) with maturities of the loans on various dates, with the final maturity on July 1, 2024. Principal and interest payments for the issues are due semi-annually.

In the water utility capital fund, the City has several loans outstanding. The balance of the loans at June 30, 2011 is \$1,707,206.66. The interest rate on each loan is between 3.5% and 4.0% with maturities of the loans on various dates, with the final maturity on November 7, 2013. Principal and interest payments are due semi-annually.

## **LABOR CONTRACTS:**

- 1. Camden County Council #10 Supervisory and Non-Supervisory Units;**
- 2. Camden County Council #10 Crossing Guards;**
- 3. Teamsters, Local 676;**
- 4. Fraternal Order of Police, Lodge 1 and Camden Organization of Police Superiors;**
- 5. International Association of Fire Fighters, Local 788 Public Employees Relations Commission Opinion and Award; and**
- 6. International Association of Fire Fighters, Local 2578.**

Canal 10

## FULL CITY PROPOSAL

1. Duration – 6 years from January 1, 2009 through December 31, 2014
2. Salaries and Increments
  - a. Annual salaries and rates of pay for all employees covered by this agreement will increase as follows:
    - i. Pay period one 2009 – 0%
    - ii. Pay period one 2010 – 0%
    - iii. Pay period one 2011 – 1%
    - iv. Pay period one 2012 – 2%
    - v. Pay period one 2013 – 2%
    - vi. Pay period one 2014 – 2%
  - b. All employees and retired employees will receive retroactive pay.
  - c. Step increases for current employees will remain unchanged. All step increases for employees hired after the signing of this agreement will be eliminated. Employees hired after the signing of this agreement will receive the Step One salary only and will not receive step increases. Employees who were laid off and are subsequently rehired by the City within five years will be placed on the same step as they were on at the time of the layoff and continue receiving step increases.
  - d. After the signing of this agreement, current employees and employees who were hired prior to the signing of this agreement, laid off and subsequently rehired by the City within five years who change into new titles which have higher wage scales than the employee's current title will receive the salary step rate for the new title which is closest to but not less than 5% more than the employee's current salary rate. Employees who change into titles with an equal or lower wage scale will not receive an increase because of the change in title. This resolves an issue in which Civil Service Commission assignment of titles for promotional, demotional and "lateral title change" procedures do not directly correspond with the salary levels for the various titles in the contract and wage ordinance.
  - e. In calendar years with 27 pay dates (instead of the normal 26 pay dates), regular biweekly pay will be adjusted so that the employee's annual pay (the amount paid in the calendar year) will be consistent 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 years with 27 pay dates.
3. Fringe Benefits
  - a. Sick Leave Sell Back at Retirement – Effective 60 days after the signing of this agreement, sell back of sick leave at retirement will be capped at a maximum of \$15,000.
  - b. Severance Pay
    - i. Severance pay will remain the same until December 31, 2014 except that employees hired after the signing of this agreement will not be eligible.
    - ii. Effective after December 31, 2014, there will be one severance schedule for eligible employees as follows:

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

4. Insurance – The City is seeking to enroll in the State Health Benefits Program by 1/1/13 (see attached summary of plans). No other changes except those required by P.L. 2011, Chapter 78
5. Holidays – Effective with the signing of this agreement, Lincoln's Birthday will be eliminated as a paid holiday
6. Vacation – Effective with the signing of this agreement, the number of personal emergency vacation days will increase from three days to four days. Employees will be able to use a full four emergency days in 2012 if they have sufficient vacation time left following the signing of the Agreement.
7. Longevity Pay
  - a. The dollar amount of longevity pay for all employees will be capped at the amount paid in December 2012. These longevity payments shall include the negotiated increases for all 2011 and 2012. Those who are laid off and are subsequently reemployed by the City within 7 years after the layoff may be eligible based on their years of service as of December 2012.
  - b. Employees receiving longevity pay in December 2012 will continue to receive that same dollar amount in subsequent years.
  - c. Employees not receiving longevity pay in December 2012 will not receive longevity pay in subsequent years.
  - d. All employees hired prior to January 1, 2004 shall be eligible for longevity payments.
  - e. Employees rehired from layoff in 2012 and who are eligible for longevity payment in 2012 based on their time of service with the City both prior to and after the layoff shall receive prorated longevity in 2012 based on the portion of 2012 they actually worked but in future years they will receive longevity based on the amount they would have received in 2012 if they worked the full year.
8. Call In Time – Effective with the signing of the agreement, call in pay (payment to employees requested to return to work outside regular hours) will be reduced to time worked plus one hour.
9. Leaves of Absence – Bereavement leave will remain unchanged for current employees; however, employees hired after the signing of the agreement will be limited to a maximum of 5 working days.
10. Work Rules
  - a. The Union will endeavor to negotiate a revised lateness policy with management.
  - b. The Union will endeavor to negotiate a Management's Rights clause with management.

Other than the changes set forth above, there are no other changes to the existing agreements.

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**MEMORANDUM OF AGREEMENT**

**CITY OF CAMDEN AND CAMDEN COUNTY COUNCIL # 10 SCHOOL CROSSING GUARD UNIT**

The following sets forth the terms of the above parties' Agreement for a successor collective bargaining agreement effective January 1, 2009 through December 31, 2013. Where there are no additions, deletions or revisions noted, the parties intend that the provisions of the collective bargaining agreement effective January 1, 2006 through December 31, 2008 shall continue in full force and effect.

1. PREAMBLE – Change date as appropriate
2. ARTICLE VII– WAGES – Revise the table in Section A in accordance with the following:
  - Effective July 1, 2009, no increase
  - Effective July 1, 2010, no increase
  - Effective July 1, 2011, all steps shall be increased \$0.45 per hour
  - Effective July 1, 2012, all steps shall be increased \$0.45 per hour
  - Effective July 1, 2013, all steps shall be increased \$0.45 per hour

The table in Section A. shall read as follows:

Effective July 1, 2009	
Step 1	\$12.80
Step 2	\$13.30
Step 3	\$13.92
Step 4	\$14.60
Step 5	\$15.12

Effective July 1, 2011	
Step 1	\$13.25
Step 2	\$13.75
Step 3	\$14.37
Step 4	\$15.05
Step 5	\$15.57

Effective July 1, 2012	
Step 1	\$13.70
Step 2	\$14.20
Step 3	\$14.82
Step 4	\$15.50
Step 5	\$16.02

Effective July 1, 2013	
Step 1	\$14.15
Step 2	\$14.65
Step 3	\$15.27
Step 4	\$15.95
Step 5	\$16.47

All retroactive payments required by this Agreement shall be paid within 30 days of the signing of this Agreement to *current Crossing Guards and those that retired during the period covered under the Agreement.*

3. ARTICLE VII – WAGES – All current school crossing guards who were continuously employed by the City since on or before December 31, 2009 shall be paid a *one-time flat retroactive payment in the amount of \$275* within 30 days of the signing of this Agreement in consideration for not receiving wage increases in 2009 and 2010.
4. ARTICLE VIII – CLOTHING ALLOWANCE – *Article VIII shall be amended to include the following items in addition to the items that are already referenced in Section A as items which are included in what may be selected by Guards under the uniform allowance: boots; belts; earmuffs; winter hats (w/flaps); baseball style hats; shorts; rain gear (coats and pants).*
5. ARTICLE VIII – CLOTHING ALLOWANCE - Increase the annual uniform allowance to \$475 effective 9/1/13.
6. ARTICLE VIII – CLOTHING ALLOWANCE - Add the following to Section A:  

In advance of any bidding process and/or the selection of a provider, City and Union representatives will jointly review 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 purchasing decisions *by the employer.*
7. ARTICLE XVI – HOLIDAYS AND SNOW DAYS – School crossing guards assigned to posts that serve parochial and charter schools shall be paid at a time and one half hourly rate for all hours worked on days on which the public schools are closed *effective as of the signing of this Agreement.*
8. ARTICLE XXX DURATION – Change years to 2009-2013

All other proposals by all parties are withdrawn. There shall be no other changes to the parties' negotiated agreement, except those set forth herein.

All items shall be effective upon signing of the contract, unless different dates are specified herein.

The parties shall make every effort to prepare and execute the negotiated agreement as soon as practicable after ratification by each party.

For the City of Camden

For Camden County Council # 10

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\_\_\_\_\_

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\_\_\_\_\_

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CURRENT PROPOSAL BY THE CITY OF CAMDEN  
TO  
TEAMSTERS LOCAL 676  
SUPERVISORY EMPLOYEES

**The City has presented the following proposal and has asked that it be presented to bargaining unit members for a vote. If approved by members, the proposal will be incorporated into the current collective agreement for signature by the parties subject to ratification by City Council.**

1. Duration- Six (6) years from January 01, 2009 through December 31, 2014
2. Salaries and increments
  - a. Annual salaries and rates of pay for all employees covered by this agreement will increase as follows:
    - i. Pay period one 2009- 0%
    - ii. Pay period one 2010- 0%
    - iii. Pay period one 2011- 1%
    - iv. Pay period one 2012- 2%
    - v. Pay period one 2013- 2%
    - vi. Pay period one 2014- 2%
  - b. All employees and retired employees will receive retroactive pay.
  - c. After the signing of this agreement, current employees and employees who were hired prior to the signing of this agreement, laid off and subsequently rehired by the City within five (5) years who change into new titles which have higher wage scales than the employee's current title will receive the salary step rate for the new title which is closest to but not less than 5% more than the employee's current salary rate. Employees who change into titles with an equal or lower wage scale will not receive an increase because of the change in title.
  - d. In calendar years with 27 pay dates (instead of the normal 26 pay dates); regular biweekly pay will be adjusted so that the employee's annual pay (the amount paid in the calendar year) will be consistent with the Salary and Wage Ordinance of the City of Camden.
3. Fringe Benefits

- a. Sick Leave Sell Back at Retirement- Effective sixty (60) days after the signing of this agreement, sell back of sick leave at retirement will be capped at a maximum of \$15,000.

- b. **Severance Pay**
  - i. Severance Pay will remain the same until December 31, 2014 except that employees hired after the signing of this agreement will not be eligible.
  - ii. Effective December 31, 2014, there will be one severance schedule for eligible employees as follows:

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

- 4. **Insurance-The City has applied to enter into the State Health Benefits Program for health and prescription coverage.** No other changes except those required by P.L. 2011, Chapter 78.
- 5. **Holidays-** Effective with the signing of this agreement, Lincoln's Birthday will be eliminated as a paid holiday.
- 6. **Vacation-** Effective with the signing of this agreement, the numbers of personal emergency vacation days will increase from three (3) to four (4) days.
- 7. **Longevity Pay**
  - a. The dollar amount of longevity pay for all employees will be capped at the amount paid in December 2012.
  - b. Employees receiving longevity pay in December 2012 will continue to receive that same dollar amount in subsequent years.
  - c. Employees not receiving longevity pay in December 2012 will not receive longevity pay in subsequent years.
  - d. Anyone hired prior to December 31, 2003 will be eligible for longevity at no less than 4% of their annual salary.
- 8. **Call In Time-**Effective with the signing of this agreement, call-in pay (payment to employees requested to return to work outside regular hours) will be reduced to time worked plus one hour.
- 9. **Leaves of Absence-** Bereavement leave will remain unchanged for current employees; however, employees hired after the signing of this agreement will be limited to a maximum of five (5) working days.
- 10. **Work Rules**
  - a. The Union will endeavor to negotiate a revised lateness policy with management.
  - b. The Union will endeavor to negotiate a Management's Rights clause with management.

Other than the changes set forth above, there are no other changes to the existing agreements.

## MEMORANDUM OF AGREEMENT

The following represents the agreement between the parties, The City of Camden, the Fraternal Order of Police Lodge No. 1, and the Camden Organization of Police Superior Officers to replace the current rotating shift schedule with a fixed shift schedule for patrol and related operations and units as described below.

All parties agree that the collective bargaining agreement currently in affect for the period ending December 31, 2008 shall remain in full force and affect for a period of one (1) year, beginning January 1, 2009 and ending December 31, 2009, except as modified below:

### Article XXVI WAGES Section 1 (FOP Lodge 1)

Wages for all employees shall be increased 3.75% effective January 1, 2009

### Article XXVI WAGES Section 1 (COPS)

Wages for employees shall be increased 3.75% effective January 1, 2009

### Article IX Section 1 (FOP Lodge 1)

The work week shall be as follows:

- A. There shall be three fixed shifts for Patrol Operations, Central Complaint, Evidence, Telecommunications, and General Investigations Units.
  - 1. The first shift shall be a ten hour shift from 2130 to 0730 hours.
  - 2. The second shift shall be a ten hour shift from 0700 to 1700 hours.
  - 3. The third shift shall be a ten hour shift from 1500 to 0100 hours.
- B. Personnel assigned to the first, second or third shifts shall work four days on three days off. Personnel assigned to the first, second or third shifts shall work Sunday through Wednesday (Shift A) or Wednesday through Saturday (Shift B).
- C. Every eight weeks Shift A and Shift B shall rotate days off, per the attached schedule.
- D. All other assignments shall work an eight hour shift from 0830-1630 hours.
  - 1. Personnel assigned to 0830-1630 hours shall work five days on followed by two days off. Specifically, personnel shall work Monday through Friday.

2. Nothing herein shall prohibit personnel normally assigned to 0830-1630 hours from voluntarily working a 4-3 schedule with the approval of the Chief of Police.

E. Shift assignments under Section 1-A of this Article shall be made based on seniority bidding.

1. A seniority ranking list shall be prepared by the City Administration and provided to FOP Lodge 1 for review by September 1<sup>st</sup> of each calendar year. Upon completion of a review, management shall post the seniority ranking list at all department facilities no later than October 1<sup>st</sup> of each calendar year.
2. Bidding shall be completed no later than November 1<sup>st</sup> of each calendar year. In the first year, the parties shall make all efforts to implement the new shift by no later than a target date of November 1, 2007 and expedite the bidding process.
3. All personnel, regardless of assignment, shall bid for their preferred shift annually by completing and forwarding the prescribed shift bidding form.
4. Shift assignments and seniority bidding shall be applied independently to each unit or assignment under Section 1-A of this Article.
5. Employees shall be notified of shift assignments no later than November 30<sup>th</sup> of each calendar year. In the first year, the City shall provide notice as far in advance of the implementation date as is practicable, but no less than 30 days.
6. Shift assignments shall take effect during the first pay week of the calendar year, except in the first year when they shall be implemented by a target date of no later than November 1, 2007.
7. Seniority ranking shall be in accordance with New Jersey Department of Personnel rules and regulations. In the event of a dispute as to date of hire, the official records of the New Jersey Department of Personnel shall govern.
8. Time of service or grade shall be based on service with the Camden Police Department and applies to an employee's current permanent title or rank. In the event of a tie, seniority shall be determined based on competitive test ranking. Where test scores also establish a tie, seniority will be determined by time of service in the specific unit or shift assigned. Where time of service in the specific unit or shift is the

same, shift assignment, specifically breaking of the tie, shall be management's prerogative.

9. When an employee is transferred to an assignment under Section 1-A of this Article after the bidding process has been completed or at any time during the calendar year and a vacancy exists on the preferred shift that the employee has bid for, management shall assign the employee to such vacancy. If no vacancy exists, the employee's shift assignment shall remain management's prerogative. However, no employee working a shift established by bid may be bumped to create a vacancy during a calendar year. During the working test period as defined by applicable NJDOP regulations or law, the assignment of all employees shall be subject to management's prerogative.

**F. Shift Differential**

1. Personnel assigned to fixed shifts under Section 1-A of this Article shall be paid shift differential for each day of the shift they actually work. Shift differential shall be paid as follows:
  - (a) 2130-0730 Hours – 10%
  - (b) 0700-1700 Hours – 4%
  - (c) 1500-0100 Hours – 8.5%
2. Personnel working under Section 1-D(1) of this Article shall be paid shift differential for each day of the shift actually worked consistent with Section 1-F(1) of this Article.
3. Personnel shall receive the shift differential applicable to the shift that they are working.

**Article IX Section 1 (COPS)**

The work week shall be as follows:

- A. There shall be three fixed shifts for Patrol Operations, Central Complaint, Evidence, Telecommunications, and General Investigations Units.
  1. The first shift shall be a ten hour shift from 2130 to 0730 hours.
  2. The second shift shall be a ten hour shift from 0630 to 1630 hours,
  3. The third shift shall be a ten hour shift from 1430 to 0030 hours.

- B. Personnel assigned to the first, second or third shifts shall work four days on three days off. Personnel assigned to the first, second or third shifts shall work Sunday through Wednesday (Shift A) or Wednesday through Saturday (Shift B).
- C. Every eight weeks Shift A and Shift B shall rotate days off, as per the attached schedule.
- D. All other assignments shall work an eight hour shift from 0830-1630 hours.
  - 1. Personnel assigned to 0830-1630 hours shall work five days on followed by two days off. Specifically, personnel shall work Monday through Friday.
  - 2. Nothing herein shall prohibit personnel normally assigned to 0830-1630 hours from voluntarily working a 4-3 schedule with the approval of the Chief of Police.
- E. Shift assignments under Section 1-A of this Article shall be made based on seniority bidding.
  - 1. A seniority ranking list shall be prepared by the City Administration and provided to the COPS for review by September 1<sup>st</sup> of each calendar year. Upon completion of a review, management shall post the seniority ranking list at all department facilities no later than October 1<sup>st</sup> of each calendar year.
  - 2. Bidding shall be completed no later than November 1<sup>st</sup> of each calendar year. In the first year, the parties shall make all efforts to implement the new shift by no later than a target date of November 1, 2007, and expedite the bidding process.
  - 3. All personnel, regardless of assignment, shall bid for their preferred shift annually by completing and forwarding the prescribed shift bidding form.
  - 4. Shift assignments and seniority bidding shall be applied independently to each unit or assignment under Section 1-A of this Article.
  - 5. Employees shall be notified of shift assignments no later than November 30<sup>th</sup> of each calendar year. In the first year, the City shall provide notice as far in advance of the target date of the implementation date as is practicable, but no less than 30 days.
  - 6. Shift assignments shall take affect during the first pay week of the calendar year, except in the first year when they shall be implemented by no later than a target date of November 1, 2007.

7. Seniority ranking shall be in accordance with New Jersey Department of Personnel rules and regulations. In the event of a dispute as to the date of promotion, the official records of the New Jersey Department of Personnel shall govern.
8. Time of service or grade shall be based on service with the Camden Police Department and applies to an employee's current permanent title or rank. In the event of a tie, seniority shall be determined based on competitive test ranking. Where test scores also establish a tie, seniority will be determined by time of service in the specific unit or shift assigned. Where time of service in the specific unit or shift is the same, shift assignment, specifically breaking of the tie, shall be management's prerogative.
9. When an employee is transferred to an assignment under Section 1-A of this Article after the bidding process has been completed or at any time during the calendar year and a vacancy exists on the preferred shift that the employee has bid for, management shall assign the employee to such vacancy. If no vacancy exists, the employee's shift assignment shall remain management's prerogative. However, no employee working a shift established by bid may be bumped to create a vacancy during a calendar year. During the working test period as defined by applicable NJDOP regulations or law, the assignment of all employees shall be subject to management's prerogative.

F. Shift Differential

1. Personnel assigned to fixed shifts under Section 1-A of this Article shall be paid shift differential for each day of the shift they actually work. Shift differential shall be paid as follows:
  - (a) 2130-0730 Hours – 10%
  - (b) 0630-1630 Hours – 4%
  - (c) 1430-0030 Hours – 8.5%
2. Personnel working under Section 1-D(1) of this Article shall be paid shift differential for each day of the shift actually worked consistent with Section 1-F(1) of this Article.
3. Personnel shall receive the shift differential applicable to the shift that they are working.

**Article XXXV (FOP Lodge 1)**

All employees shall receive a clothing allowance increase of \$100 to a total of \$500 per year for the purchase and maintenance of clothing, which shall be payable in January of each year, effective January 1, 2008.

**Article XXXV (COPS)**

All employees shall receive a clothing allowance increase of \$100 to a total of \$500 per year for the purchase and maintenance of clothing, which shall be payable in January of each year, effective January 1, 2008.

These are the only changes to be made in the existing agreements between the parties. Such changes are subject to the ratification of the membership of the individual organizations, and approval of the pertinent state and City authority. The changes will become effective as set forth above upon such approvals.

CITY OF CAMDEN

\_\_\_\_\_  
HON. THEODORE DAVIS, Chief  
Operating Officer, City of Camden

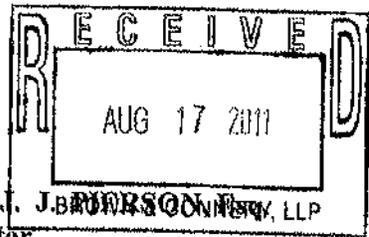
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FOP LODGE 1

BY: \_\_\_\_\_  
JOHN D. WILLIAMSON  
President

COPS

BY: \_\_\_\_\_  
WILLIAM J. MURRAY, SR.  
President



**PUBLIC EMPLOYMENT RELATIONS COMMISSION**

In the Matter of Interest Arbitration between )  
)  
**CITY OF CAMDEN** ("City" or "Employer"), )  
~~a~~ municipality in the COUNTY OF CAMDEN )  
**STATE OF NEW JERSEY** )  
)  
and )  
)  
**THE INTERNATIONAL ASSOCIATION** )  
**FIRE FIGHTERS, LOCAL 788** )  
**("IAFF" or "Union")** )  
\_\_\_\_\_ )

Before: **J. J. BURSON**, Esq., LLP  
Arbitrator

**OPINION and AWARD**

Docket No. IA-2009-065

The undersigned derives jurisdiction as Interest Arbitrator of this matter from appointment by the Public Employment Relations Commission ("PERC"), by mutual request of the above named parties and pursuant to N.J.A.C. 19:16-5.6<sup>1</sup> and, on April 29, 2009, was designated Arbitrator to conduct proceedings in accordance with the provisions of P.L. 1995, C 425. The designation directs the Arbitrator to render an Award regarding the terms and conditions of a successor Collective Bargaining Agreement (hereinafter, the "Agreement", presently effective January 1, 2005 through December 31, 2008. See Joint Exhibit J-1) after consideration of the statutory criteria of N.J.S.A. 4:13A-16(g)(1) through (9). Notwithstanding the arbitral authority granted therein, the statute allows the Arbitrator to assist the parties in reaching a voluntary settlement of economic and non-economic issues through mediation.

At the time appointment, the International Association of Firefighters, Local 788 maintained a bargaining unit of 160 Firefighters employed by the City of Camden and filed a "Petition to Initiate Compulsory Interest Arbitration" after a number of negotiation sessions did not result in a successor Agreement (with an effective date of the Agreement is January 1, 2010).

1. For clarification purposes, while the present matter is being issued after enactment of the amended Interest Arbitrator Act (Cite), the proceedings were conducted under the statute in effect at the time of appointment.

During the course of proceedings, the following appeared at mediation and arbitration sessions:

Appearing for the City:

William M. Tambussi, Esq.  
Michael J. DiPiero, Esq.  
Marc Riondino, Esq., City Labor Attorney  
Gerald Dorf, Esq. (See Note A)  
Howard McCoach, Esq., City Attorney  
Glen Jones, Director of Finance  
Christine Tucker, Business Administrator  
Patrick Keating, Director of DPW  
Michael Nadol, Managing Director - PFM  
Charles Arlene, Consultant - PFM

Appearing for the Union:

Raymond G. Heineman, Esq.  
Ken Chambers, President - Local 788  
Larry F. Smith, Treasurer  
Gary B. Lyons, Vice President  
Efi Mercado, Secretary  
Ciri Castro, Delegate  
Ali J. Cooper, Delegate  
David Diaz, Delegate  
David Hicks, Delegate  
Javier Matos, Delegate

Note A: The City was first represented in the interest arbitration proceeding by Gerald Dorf, Esq., (Dorf & Dorf) and then replaced by Howard McCoach, Esq. in April 2010. Marc Riondino, Esq. served as counsel from June 2010 through February 2011, when Messrs. Tambussi and DiPiero entered their appearances.

Note B: 3. Representatives and Counsel for the Camden Superior Officers Association, IAFF Local 2578 were permitted to attend sessions and observe the present proceedings: Appearing for Local 2578 were: Richard Locke, Esq.; Al Ashley, President; Michael Harper, Secretary; David Paine, Secretary; Warren Everett, Vice President; Mark Harper, Delegate; Greg Murphy, Delegate; Dan Rossi; Jessie Flax, Delegate

### BACKGROUND

To fully understand these proceeding, a detailed background is helpful. Upon appointment as Arbitrator, and after the first scheduled meeting with the parties in late August 2009, the City revealed its goal to revise (rewrite) the expired Agreement and clean up a "plethora" of open issues raised by the City.<sup>2</sup> At the time, there was discussion of the City's economic condition, its dependancy on State aid and the imposition of the State's control over the City's finances. While recognizing the City's predicament, and not wishing to expand or prolong the negotiations, the IAFF offered to accept a contract settlement similar to that reached with the City's police unit.<sup>3</sup> The City would not consider the IAFF's offer. The proceeding continued.

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2. By letter of March 23, 2009, Counsel for the City (Gerald Dorf) advised PERC that eighteen (18) economic issues and twenty-five (25) non-economic issues remained open for negotiation.

3. Broadly asserted as a one year agreement with a 4% wage increase.

Thereafter, and notwithstanding the IAFF's attempt to limit the number of priority issues, the City remained steadfast in its position that all non-economic revisions to the successor Agreement must be addressed numerous occasions prior to addressing economic proposals.<sup>4</sup> A written summary of the City's non-economic proposal was provided to the IAFF and, in good faith, the parties attempted to move forward.

On October 15, 2009, a mediation session was conducted with the parties for the purpose of exchanging positions on non-economic issues. Numerous issues were discussed, agreed to, settled, withdrawn and/or carried over as "open" to further negotiations.

Events changed when, in November 2009, the City elected a new Mayor (Dana Redd) and the State elected a new Governor (Chris Christie). As a result, the parties faced two new administrations and the City requested an adjournment of the scheduled November 24, 2009 mediation session.<sup>5</sup>

On December 15, 2009, a third mediation session was conducted, with the parties attempting to resolve the outstanding non-economic issues prior to the first evidentiary hearing scheduled for January 14, 2010. Notwithstanding the IAFF's intent to proceed, the City requested an adjournment of the hearing based on timing and the swearing in of the new Mayor and new Governor.<sup>6</sup>

On February 3, 2010, this Arbitrator compiled and distributed an Interim Status of Issues (see Attachment 1) to assist the parties in preparation for the hearing scheduled for February 26, 2010. The City requested another adjournment.

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4. While acknowledging that Camden Firefighters provide a vital service for the City and perform with both professionalism and dedication, the City maintained that many aspects of contract language must be revised in recognition that Firefighters work ninety-one (91), 24-hour shifts (for a total contractual work year of 2184 hours) less vacation of fourteen (14), twelve (12) hour days or seven (7), twenty-four (24) hour days and less sick days of (at least) five (5) twenty-four (24) hour days. As the City expressed, ninety-one (91) shifts are minimally eighty-two (82) shifts and results in "an inordinate amount of time off".

5. It was apparent to this Arbitrator that the negotiations and the interest arbitration process were in flux. Nevertheless, the parties were guided to continue their efforts.

6. Counsel for the City maintained that the administration would be in no position to prepare for a hearing weeks after taking office.

On March 9, 2010, the first (of five) scheduled evidentiary hearing was conducted.<sup>7</sup> The IAFF introduced eighty (80) exhibits, rested its presentation of evidence and represented that additional documents would be introduced in rebuttal to the City's case. While the IAFF was prepared to reduce its proposals, it became apparent that, with indefinite communication between two "non-aligned" (State and City) administrations, the potential loss of State aid and a faltering economy, the City was in no position to either present or address an economic proposal. Shortly thereafter, the IAFF and this Arbitrator were advised that Counsel for the City (Gerald Dorf) had been replaced.

As the events unfolded over the following month, the City advised this Arbitrator and the IAFF that an economic proposal had been assembled, under severe budgetary constraints<sup>8</sup>, and was ready to be issued to other City employees. Maintaining that drastic measures were required as a result of an "egregious" fiscal situation, the City Attorney submitted an economic proposal of dramatic cuts on May 18, 2010. The City's proposal immediately impacted the arbitration proceedings. Notwithstanding numerous and extensive mediation sessions, and the first of numerous scheduled evidentiary hearings conducted, the City's economic proposal was extraordinary in nature:

- Contract term - 3 ½ years, beginning January 1, 2009 through June 30, 2012  
(Allowing the contract to be on Fiscal Year)
- Percentage Raises for Employees:
  - Calendar Year 2009 - 0%
  - Calendar Year 2010 - 0%
  - Calendar Year 2011 - 0%
  - First 6 Months of 2012 - 0%
- Furlough Plan:
  - 1 day per month
  - Allow employees to pick furlough days, subject to approval

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7. At all times prior to the commencement of hearing, this Arbitrator served in the role of mediator, pursuant to statute, seeking a resolution of the successor Agreement through voluntary settlement of contract issues by the parties.

8. As the City noted, in 2010, an \$8 million budget deficit was ultimately reduced to a \$4 million deficit by internal budget cuts and an additional \$4 million promise from the State to provide up to \$4 million" in additional state aid if needed was halted. In 2011, the City faced a \$25 million budget deficit, without any assurance of a State contribution. According to the City, the deficit would be "filled" by cost cutting.

- Increase Healthcare Contribution from current 1.5% to up to 5% for covered families and 3% for singles.
- Cap Sick Payments at retirement of \$15,000.
- Increase Co-Pays:
  - Doctor visit is now \$5; move to \$10.
  - Increase payment for dental benefits
- Increase prescription co-pay for named brands
- Eliminate 2 holidays
- Eliminate extra pay for certain years [27 pay periods]
  - For those years, salary is set over 27 pay periods
- Include Management Rights Clause
- Bereavement Leave - limited to only 5 days (60 hours) and must use sick time to take it.

At the time of presenting its offer, the City asserted that it remained without the ability of formulating a preliminary budget (for submission to the State) without some indication of settlement terms. In turn, the IAFF noted the its bargaining unit was already behind 3.75% the police officer's bargaining unit salary increase and would be further impacted by recent legislation (regarding health contributions). The parties faced serious options.<sup>9</sup>

A mediation/discussion session was conducted on May 24, 2010, wherein the parties agreed to move forward with an alternative procedure; that is, to submit its respective economic proposals to this Arbitrator who, in turn, would render a non-binding recommendation for settlement of the Agreement. It was also agreed that, should either party not agree to the proposed settlement, in part or in whole, the interest arbitration proceeding would resume in accordance with statute.

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9. As the parties discussed, the options were for the IAFF to reject outright the proposal of the City and return to an extended (and costly) arbitration hearing, consolidate the proceedings with the SOA, or complete the hearing in an abbreviated and contained manner by submitting last and final offers. The City subsequently refused to consolidate the present interest arbitration with the interest arbitration with the Superior Officers and declined to address two potential IAFF grievances relating to 1) challenging the "1.5%" contribution to health coverage and 2) accumulated vacation payments during the present arbitration.

### City of Camden Proposal

The City submitted its (May 18, 2010) proposal with two understandings: 1) To the extent the City did not agree with the Arbitrator's "non-binding decision", it was not waiving its right to seek other possible modifications to the Local 788 contract as it sees fiscally necessary during a subsequent binding arbitration process; and 2) The Arbitrator would utilize the same standard of review (addressing the criteria of N.J.S.A. 4:13A-16(g)(1) through (9)) as in a statutory interest arbitration decision factors to support his proposal.

### IAFF Local 788 Contract Proposal<sup>10</sup>

1. Article VII, Vacations, Section 4: In connection with proposals to modify Article X and XXXI, modify Section 4 as follows:

Notwithstanding any provision to the contrary, as of January 1, 2009, an employee may accumulate fifteen (15) vacation days in the calendar year to be carried over in the following year, but for no longer than the next year. The vacation accumulation of employees hired before January 1, 2009 shall be capped at the amount of accumulated vacation time on the City's records, as of December 31, 2008, and such employees shall be permitted to utilize any such accumulated time prior to retirement. For employees retiring prior to the execution of this Agreement, the vacation accumulated prior to December 31, 2008 shall be paid in full upon retirement.

2. Article X, Sick Leave, Section 5 (New): In connection with proposals to modify Article VII and XXXI, add new Section 5 as follows:

Effective upon the execution of this Agreement, employees shall receive payment for unused accumulated sick time at the time of retirement or termination up to \$15,000 or the amount of sick leave accumulated by the employee as of the execution of this Agreement, whichever is greater.

3. Article XXVI, Wages, Section 1: Increase wages for all employees by 3.75% for 2009, by 2.5% for 2010, by 2.5% for 2011 and by 4% for 2012.

4. Article XXX, Insurance, Health and Welfare: Counter to modify as follows:

Section 14: Upon the execution of a successor agreement, the co-pay for generic prescriptions shall be \$10.00 and the co-pay for brand name prescriptions shall be \$17.00.

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10. Submitted June 18, 2010

Section 16 (New): Effective upon the execution of a successor agreement, the employees shall contribute 1.5% of their base salary as a contribution for health insurance, as required by N.J.S.A 40A:10-21.

Section 17 (New): Upon the execution of a successor agreement, the co-payment for Doctor's visits shall be \$10.00.

5. Article XXXI, Holidays: In connection with proposals to modify Article VII and X, modify Section 4 as follows:

Notwithstanding any provision of this Article to the contrary, as of January 1, 2009, employees may carry over into the following year five (5) accumulative holidays, but for no longer than the following year. The vacation accumulation of employees hired before January 1, 2009 shall be capped at the amount of accumulated holiday time on the City's records, as of December 31, 2008, and such employees shall be permitted to utilize any such accumulated time prior to retirement. For employees retiring prior to the execution of this Agreement, the holiday time accumulated prior to December 31, 2008 shall be paid in full upon retirement. Payments for such accumulative holidays shall be paid to the employee at the employee's current rate of pay.

6. Article XXVII, Pay Period, Section 1: In years where there are 27 pay periods, the bi-weekly pay shall be adjusted so that the annual salary shall be paid over the 27 pay periods, but there shall be no adjustment of the hourly wage rate.

7. Local 778 proposes that all other provisions of the parties' collective negotiations agreement, effective from January 1, 2005 through December 31, 2008, shall remain in full force, except those provisions upon which the parties have reached tentative agreement. The Union specifically rejects all proposals of the City not otherwise addressed by the foregoing. The Union reserves the right to make further counter-proposals in response to proposals and counter-proposals of the City.

The parties provided a myriad of documents and shared relevant budget figures with this Arbitrator to assist in the settlement recommendation. Together with IAFF representatives, this Arbitrator toured the City, viewed the neighborhoods (both commercial and residential) structures (both standing and burned out); visited fire houses and inspected work conditions, observed training sessions and was introduced to specialized firefighting equipment. Upon observing and analyzing the circumstances of employment and respecting the record, this Arbitrator prepared a recommendation which was conceived to promote the retention of fire fighters and provide an incentive for the City.

The initial thought of a proposal was for a conditional wage freeze in the final three years of a four-year Agreement, with the understanding that the City would not layoff Fire Fighters through December 31, 2012.<sup>11</sup> That goal was thwarted by the continued downturn in the City and State economy and candid discussions with the Administration. It was apparent that layoffs could not be avoided and severe concessions would be sought. The City emphasized the necessity to reduce all department budgets, including fire and police departments, place caps on accrued benefits and increase employee contributions and co-pays on medical coverage. Reductions in overtime hours and rotating closure of fire companies were implemented. It became apparent to anyone connected to the situation that drastic steps were necessary to address the overwhelming budget obstacles.

At the same time, after personally observing the operation of the fire department, examination of their facilities and tour of the work performed on a daily basis, this Arbitrator questioned to what extent services (and personnel providing those services) could be reduced. Again, in the opinion of this Arbitrator, the City's fire fighters were already providing extensive services with less than optimum conditions. A high demand for, and standard of, fire services remain. Immediate response times for all emergency calls are required. Apparent fires sites and the potential hazards caused by abandoned (or burned out) buildings need to be eliminated. And, community awareness need to be promoted to prevent the loss of life and property.

Thus, while the City acted with the goal of responsible, efficient and cost effective management, it is imperative that the fire service remain at a standard of effective delivery and maintained by experienced and technically competent fire fighters.

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11. Proposed increases to the wage schedule, based on zero layoffs:

<u>January 1, 2009</u>	<u>January 1, 2010</u>	<u>January 1, 2011</u>	<u>January 1, 2012</u>
2.5%	0%	0%	0%

It was this Arbitrator's opinion that, despite the economic conditions facing Camden and recognizing evident layoffs, the City's remaining professional fire fighting force were entitled to reasonable compensation in a manner, at least, to equate to increased duties and expectations for delivery of service they are required to provide. And, when considering the present unit had not been granted a wage increase since January of 2008, while still facing increased personal expenses and cost of living in the face of increased work duties, this Arbitrator concluded that equity mandated a reasonable adjustment of compensation for the men and women undertaking the professional tasks and personal risks in providing a vital firefighting service to the City.

In an attempt to place this matter in perspective and to balance the obstacles facing the City and the bargaining unit of Fire Fighters<sup>12</sup>, the following proposal was also intended to open a door for additional discussion (and mediation) between the parties. Accordingly, only the narrow economic issues were addressed. On November 17, 2010, , the following recommendations were issued through the Mediator's Proposed Settlement of Economic Issues to resolve the Agreement:

1. Article XXVI, Wages, Section 1:

<u>January 1, 2009</u>	<u>January 1, 2010</u>	<u>January 1, 2011</u>	<u>January 1, 2012</u>
2.5%	2.0%	2.0%	2.0%

The January 1, 2009 and January 1, 2010 wage increases are to be implemented immediately, and effective November 1, 2010, without retroactive wage payments.

2. Article XXVII, Pay Period, Section 1 to be modified with the following:

In years where there are 27 pay periods, the bi-weekly pay shall be adjusted so that the annual salary shall be paid over the 27 pay periods, but there shall be no adjustment of the hourly wage rate.

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12. It must be noted that the information disclosed or otherwise supplied this Arbitrator for review was not specifically addressed in the Recommended Settlement, as a matter confidentiality with the parties, and because the statutory responsibilities of this Arbitrator required further assessment when the parties did not agree to a mediated settlement.

3. Article VII, Vacations, Section 4 to be modified with the following:

Notwithstanding any provision to the contrary, as of January 1, 2009, an employee may accumulate fifteen (15) vacation days in the calendar year to be carried over in the following year, but for no longer than the next year. The vacation accumulation of employees hired before January 1, 2009 shall be capped at the amount of accumulated vacation time on the City's records, as of December 31, 2008, and such employees shall be permitted to utilize any such accumulated time prior to retirement. For employees retiring prior to the execution of this Agreement, the vacation accumulated prior to December 31, 2008 shall be paid in full upon retirement.

4. Article X, Sick Leave, Section 5 (New): In connection with proposals to modify Article VII and XXXI, add new Section 5 as follows:

Effective January 1, 2010, and except for present employees employed prior to January 1, 2009 and have an accumulation of sick time exceeding \$15,000, employees shall receive payment for unused accumulated sick time at the time of retirement or termination in an amount not to exceed \$15,000.

5. Article XXX, Insurance, Health and Welfare: to be modified as follows:

Section 14: Upon the execution of a successor agreement, the co-pay for generic prescriptions shall be \$10.00 and the co-pay for brand name prescriptions shall be \$17.00.

Section 16: (New): Effective upon the execution of a successor agreement, the employees shall contribute 1.5% of their base salary as a contribution for health insurance, as required by N.J.S.A 40A:10-21.

Section 17 (New): Upon the execution of a successor agreement, the co-payment for Doctor's visits shall be \$20.00.

6. All other provisions of the parties' collective negotiations agreement, effective from January 1, 2005 through December 31, 2008, which have not been effected by this proposal, shall remain in full force. Only those provisions which the parties have reached agreement upon, in writing, to be implemented in the Collective Bargaining Agreement between January 1, 2009 and December 31, 2012 and all other proposals of the parties not addressed herein, shall be denied.

On November 23, 2010, the IAFF accepted the Arbitrator's Non-Binding Recommended Settlement as "a responsible solution of the parties' dispute" over the renewal of the Agreement.

On December 30, 2010, the City gave notice that it rejected the recommendation, as beyond its fiscal means, and continued to seek concessions from the IAFF.

On January 18, 2011, the City implemented personnel layoffs, including 60 fire fighters. Upon notice of the City's rejection of the recommendations, the IAFF requested the completion of hearings to conclude the pending arbitration.

This Arbitrator scheduled final arbitration hearings to commence on February 1, 2011; the City objected to the date on the basis it was not afforded sufficient time to prepare its case. With the consent of the IAFF, the hearing was adjourned and a mediation session was conducted on February 9, 2011.<sup>13</sup> At the conclusion of the session, and over the objection of the City, this Arbitrator directed the parties to a March 4, 2011 hearing. The City opposed the directive, requesting a further three month adjournment. The Arbitrator denied the request.

On February 28, 2011, the City filed an appeal to the interlocutory ruling of this Arbitrator in denying the request for a postponement of hearings until the City passed the budget for 2011.

Notwithstanding the procedural motions, the City presented its Final Proposal on April 12, 2011. Upon agreement of the parties, the hearing commenced (and concluded) on April 18, 2011, with the City producing its evidence and the testimony of Glynn Jones, the City's Director of Finance, and Michael Nadol, Managing Director of Public Financial Management ("PFM", a national public financial consulting firm).<sup>14</sup> Mr. Nadol offered an extensive "power-point" presentation of the "analysis of Camden's budgetary concerns and constraints in context with the present negotiations."

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13. With the appearance of the law firm of Brown & Connery, LLP, appointed with the approval of City Council on February 8, 2011. Of note, at the same meeting, the City's proposed budget, presented by Mayor Redd, was defeated.

14. PFM provides assistance with debt management, and with investment management. Mr. Nadol's 'Strategic Consulting Group' focuses on budget issues, working with governments and turnaround situations in fiscal distress. With his past experience, Mr. Nadol "often touches the intersection of budget and workforce issues." (Tr.77). The witness acknowledged that he had, during the course of his employment, testified in scores of interest arbitrations. (Tr.78).

City of Camden - Final Proposal date April 12, 2011

[Added Language] [Deleted Language]

Duration - 5 Years - January 1, 2009 through December 31, 2013.

Article IV - Retirement - Amend the current language as follows:

Delete Section 2 (terminal leave)

Section 6

All payments under this article, including sick, vacation, and holiday and terminal leave shall be paid as specified in the paid period following retirement. However, should the sum exceed \$45,000, the payment shall be paid in three (3) equal installments. One third (1/3) at retirement and the remaining paid each July of the succeeding fiscal years. Effective July 1, 2011, this sum shall not exceed a total payment of \$15,000.

Section 10

Accumulated Vacation - Holiday: All accumulative vacation and holidays on the books as of December 31, 1996 shall be carried over them paid out at the employee's salary rate at retirement, first-in, first out shall apply, ~~subject to the \$15,000 cap set forth in Section 6.~~

Article VI - Vacation - Amend the Article as follows:

Section 3

Vacation time must be taken in the year earned. When vacation time is affirmatively deferred by the City in writing to the employee for any reason other than the fact that such period has been previously granted in accordance with Section I of this ARTICLE, then the employee shall be entitled to utilize such vacation time at a later period in the same calendar year or to be paid for same. ~~Where vacation time is not deferred by written notice to the employee, said vacation shall expire at the end of the following calendar year in which the days were earned.~~

Section 4

Notwithstanding any provisions to the contrary, an employee may accumulate fifteen (15) vacation days in the calendar year to be carried over in the following calendar year. Days not utilized or otherwise affirmatively deferred by the City shall expire without compensation at the end of the following calendar year after sick days are earned. This section shall be applied retroactively effective January 1, 2009 to all vacation time accrued after December 31, 1996.

Article XI - Injury on Duty Leave - Amend the Article as follows:

Section 1

If an employee in the line of duty is incapacitated and unable to work because of an injury or sickness related to or caused in the performance of his/her duties, provided such employee is on active duty at the time such injury or the illness occurs and the incapacitation and inability to work occurs within one (1) year of the incident evening rise to the injury or sickness, he/she shall be entitled to injury leave with full pay during the. In which he/she is unable to perform his/her duties, as certified by the Examining Physician, as appointed by the City. Such payments shall be discontinued when an

employee is placed on disability leave pension and reduced by any payment received from Worker's Compensation or other similar plan.

**Article XII - Limited Duty Assignment - Amend the article as follows:**

Section 2

Such duty shall may continue, at the discretion of the City, until the employee is certified as capable of returning to full duty by the Examining Physician.

Section 4 (New Section)

Nothing in this article shall created duty on the part of the City to create or maintain light-duty assignments where such assignments do not exist or are not efficient to the operations of the Department.

**Article XXVI - Wages - Amend the Article as follows:**

Section 1

The wages for employees shall be as provided for in Schedule A, attached hereto and made part of here of, and as provided by an Ordinance to be adopted and reflect the following: ~~increases: \$1500 to base salary on January 1, 2005; (2%) to base on January 1, 2006; (2%) to base on July 1, 2006; (1%) to base on January 1, 2007; (3%) to base on July 1, 2007; (4%) to base on January 1, 2008;~~

Effective July 1, 2011, all salaries and step increases for the term of this agreement shall be frozen.

Section 2

The practice of appointing employees to higher ranks in all acting capacity is discouraged. Any employee required to act in such higher ranking capacity after completion of one five consecutive full shifts of work, shall receive pay commensurate with such position in which he/she acts.

The employee to be appointed temporarily to the higher ranking position shall be the employee who is placed highest on the current and NJ Department of Personnel promotional list within the his/her respective unit. At such time when there is no standing promotional list, employees to be appointed to the higher ranking position shall be the most senior employee in the Department assigned to that particular unit.

The starting salary for Fire Fighters shall be Twenty Five ( \$25,000) dollars. The employee shall receive set amount to the completion of his/her working test period. Upon completion of the working test period, said employee shall receive the minimum salary set forth in the Collective Bargaining Agreement. ~~This provision shall be effective for all Fire Fighters hired after February 21, 2003.~~

**Article XXX - Insurance, Health and Welfare - Amend the Article as follows:**

Section 1

The City shall continue to maintain and provide all insurance coverage is provided and set forth in the Plan Department. The City represents that said shall have the right to change insurance providers provided that the Plan is substantially similar or better than the plan provided at the commencement of the agreement. ~~Negotiations, and that any disparity resulting in additional costs to the employee/member will be borne by the City.~~

Section 3

Notwithstanding other provisions of this Article, the City of Camden shall continue its Health Benefits Program, including all benefit and coverage levels, usual and customary rates and deductibles charges for its employees and their families, subject to the conditions set forth in this Section.

Effective May 22, 2010, all employee shall contribute 1.5% of their base salary toward the cost of their insurance benefits.

Effective July 1, 2011, the City of Camden shall provide for 70% of the total cost of health insurance coverage (medical and prescription) for the employee in any qualifying dependents of the employee, while the employee shall be responsible for 30% of said costs. Under no circumstances, shall the minimum employee health insurance premium contribution be less than 1.5% of base salary for all employees receiving any health insurance coverage from the City.

All employee premium contributions shall be deducted on a pretax basis as permitted by law. The City of Camden shall establish a Cafeteria Plan in accordance with the rules set forth by the Internal Revenue Service.

Section 4

Major Medical deductions shall be established on the basis of one hundred (\$100.00) per year for individual coverage and two hundred and fifty (\$250.00) per year for family coverage. The major medical lifetime maximum cap for current employees and retirees shall be one million dollars (\$1,000,000.00) to the extent permitted by law.

Section 5

Notwithstanding other provisions of this Article, the City reserves the right to change its Health Benefit Program and Benefit Administrator so long as the no-less benefits are provided are substantially similar or better and that prior to such change that the City provide thirty (30) days notice to the Union/Association for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges.

The City will provide the Union/Association any and all plan documents of the current and proposed plans and allow the Union/Association to have contact with any proposed Insurance Carrier or Health Benefit Plan Administrator. The Union/Association shall be permitted to present alternative Carriers or Administrators during the proposed notice period however, the City is not obligated to engage such Carriers or Administrators.

**Article XXXI - Holidays - Amend the Article as follows:**

Section 1

Effective January 1, 2012, Employees shall receive ~~13~~ eleven (11) paid Holidays per year. For 2005 and 2006, they shall receive 14 paid Holidays per year effective January 1, 2007.

~~Section 2~~

~~Any other holidays shall be such holidays as are declared by the Mayor, Governor or the President of Jesus pleases as long as you the well the city city had a seven page you will is is a year or so to all you wellness the United States.~~

Section 3 2

An employee shall take his/her holidays at any time during the year. In the event that a request for holidays denied, then said holiday may be taken later in the year. In the event that there are any unused holidays at the end of the year, employee shall be paid in lieu thereof. Notwithstanding any other provision in the article to the contrary, an employee shall be allowed to utilize all of such ~~thirteen (13)~~ eleven (11) paid holidays, or any portion thereof, in a single quarter of any calendar year for the purpose of attending bona fide college courses, divided verification of such attendance is presented to the City.

Section 4 3

Notwithstanding any other provision of this ARTICLE to the contrary, employees may carry over into the following year, five (5) accumulated holidays. Payments for such accumulated holidays shall be paid to the employees at the employees current rate of pay. Days carried over and not utilized shall expire without compensation at the end of the following calendar year after said days earned. This section shall be applied retroactively effective January 1, 2009 on all holidays accrued after December 31, 1996.

Section 5 4

All payment for accumulated holidays and vacations shall be paid at the employees current pay at retirement, subject to the \$15,000 capitation set forth in article IV. The City shall make available to all employees request forms upon which holidays are to be requested. A copy of such completed form with the action of the City with respect to the request noted thereon shall be provided to the employee.

**Article XXXVI - Longevity** - Effective December 31, 2011, all longevity payments shall be eliminated for all employees both current and future.

**Article XXVII - Pay Period** Amend the Article as follows:

Section 1

Employees shall be paid every two (2) weeks for a period of fifty-two (52) weeks in accordance with the provision of the City Ordinance. However, on years where the total number of pay periods exceed twenty-six (26), employee shall be paid in twenty-seven (27) equal installments.

**New Article - Management Rights**

Section 1

The City of Camden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon invested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

a. The executive management and administrative control of the City Government and its properties and facilities and I kitties of its Uniformed Firefighting Personnel utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

b. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of Firefighters needed for any

particular time and to be in sole charge of the quality and quantity of the work required. The right of management to make such reasonable rules and regulations as may from time to time deem best for the purposes of maintaining order, safety and/or the efficient operation of the Department after advanced notice thereof to the Firefighters.

c. To higher FIREFIGHTERS to promote, transfer, assign or retain Firefighters in position with the Township.<sup>15</sup>

d. To suspend, demote, discharge or take any other appropriate disciplinary action against any Firefighters for good and just cause according to law.

e. To lay off Firefighters in the event of lack of funds under conditions where continuation of such work would be insufficient and nonproductive.

f. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Fire Department.

### Section 2.

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.

### Section 3.

Nothing contained herein shall be construed to deny or restrict the the City of its rights, responsibilities and authority under any National, State, County or local laws or regulations

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15. The "City".

### Post-hearing Communications

In late June 2011, Counsel for the IAFF submitted a news articles to demonstrate recent incidents of fires in the City.<sup>16</sup> One article, entitled "One of Camden's three recent big fires declared arson", emphasized the occurrence of three "huge fires" that struck abandoned industrial buildings within a ten day period.

On July 7, 2011, by letter, Counsel for the City advised this Arbitrator of Governor's Chris Christie's exercise of the line-item veto authority to strike the Transitional Aid Program for the FY2012 State Budget. As Counsel reasserted, the record evidences the City reliance on this "ever shrinking pool of state aid"<sup>17</sup> and amounts to the elimination of approximately 40% of the City's proposed budget for the upcoming fiscal year."

With the record closed and evidence considered, this Arbitrator now turns to:

### STATUTORY CRITERIA<sup>18</sup>

Pursuant to N.J.S.A. 34:13A-(d)(2), wherein the dispute is resolved through arbitration, the resolution is reached through application of all of the relevant statutory of N.J.S.A. 4:13A-16(g)(1) through (9), with due weight given to each of the follow criteria:

g. The arbitrator or panel of arbitrators shall decide the dispute based on a reasonable determination of the issues, giving due weight to those factors listed below that are judged relevant for the resolution of the specific dispute. In the award, the arbitrator or panel of arbitrators shall indicate which of the factors are deemed relevant, satisfactorily explain why others are not relevant, and provide an analysis of the evidence on each relevant factor:

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16. Retrieved from NJ.com, the news story related a Star Ledger article dated June 24, 2011.

17. The City attached the FY2012 State budget (as an addendum and update to City Exhibit C-12) which reflected a \$139 million reduction in the Transitional Aid Program. [After receipt of this correspondence, recent announcements by Governor Christie suggests that a portion of the reduced aid may be restore to the City].

18. Note: This matter is decided under the pre-2010 amendments to the interest arbitration law.

(1) The interests and welfare of the public. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by P.L. 1976, c. 68 (C.40A:4045.1 et seq.).

(2) Comparison of wages, salaries, hours, and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and conditions of employment of other employees performing the same or similar services and with other employees generally:

a) In private employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.

b) In public employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.

c) In public employment in the same or similar comparable jurisdictions, as determined in accordance with section 5 of P.L. 1995, c. 425 (C:34:13A-16.2); provided, however, that each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.

(3) The overall compensation presently received by the employees, inclusive of direct wages, salary, vacation, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.

(4) Stipulations of the parties.

(5) The lawful authority of the employer. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by P.L. 1976, c. 68(C.40A:4-45.1 et seq.).

(6) The financial impact on the governing unit, its residents and taxpayers. When considering this factor in a dispute in which the public employer is a county or a municipality, the arbitrator or panel of arbitrators shall take into account, to the extent that evidence is introduced, how the award will affect the municipal or county purposes element, as the case may be, of the local property tax; a comparison of the percentage of the municipal purposes element or, in the case of a county, the county purposes element, required to fund the employees' contract in the preceding local budget year with that required under the award for the current local budget year; the impact of the award for each income sector of the property taxpayers of the local unit; the impact of the award on the ability of the governing body to (a) maintain existing local programs and services, (b) expand existing local programs and services for which public moneys have been designated by the governing body in a proposed local budget, or (c) initiate any new programs and services for which public moneys have been designated by the governing body in a proposed local budget.

(7) The cost of living.

(8) The continuity and stability of employment including seniority rights and other such factors not confined to the foregoing which are ordinarily or traditionally considered in the determinations of wages, hours, and conditions of employment through collective negotiations and collective bargaining between the parties in the public service and in private employment.

(9) Statutory restrictions imposed on the employer. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by section 10 of P.L. 2007, c.62 (C.40A:4-45.45).

#### **DISCUSSION OF THE STATUTORY CRITERIA and THE RECORD**

As the reader will have already observed, this matter presents this Arbitrator with a challenging experience and an earnest attempt to objectively balance the fiscal dilemma of a major New Jersey city with the harsh realities of decreased state aid, the expectations of its citizens of receiving services and the economic goals of professional fire fighters in maintaining a level of compensation equivalent to their unique, ever-dangerous occupation and service to the City and its residents. Of note, in the face of increasing financial obstacles during this process, the parties have nevertheless attempted to pursue multiple methods of resolution. The procedure may have been awkward at times, but the intent was to secure a reasonable Agreement between the parties.

Substantively, to meet that requirements imposed by statute, this Arbitrator is mandated to determine whether the net economic changes to the successor agreement are reasonable under the nine (9) statutory criteria of N.J.S.A. 4:13A-16(g)(1) through (9) and that the decision adheres to the limitations set forth in public law P.L. 1995, C 425.

Analysis commences with reference to the Municipal Rehabilitation and Economic Recovery Act ("MRERA") which, in 2002, recognized the City as a distinct municipality, facing severe fiscal distress and suffering a dramatic shortfall of revenue. The City's property tax revenue (approximately \$20 million) was matched against budget demands exceeding \$170 million. At the time, as in the present economic environment, the City faced a shrinking level of State assistance.

"MRERA" (N.J.S.A.52:27BBB-1 et seq.) legislatively recognized municipalities in a "continuing state of fiscal distress which endures" despite attempts to fix it; and in which the "spending power on the part of the residents of these municipalities is severely limited and local businesses thereby suffer from the lack of an indigenous client base so that rebuilding the fortunes of city residents in order to recreate a viable urban economy will require a considerable period of time." N.J.S.A. 52:27BBB-2. Camden was the only municipal jurisdiction in the State covered by MRERA during this century's first decade.

As Counsel for the City emphasized, Camden remained under "State control" at the time of Mayor Redd's election in November 2009. A Chief Operating Officer ("COO") had previously been appointed by the governor and was charged with overseeing all City operations and functions<sup>19</sup>, including employment functions and negotiating and/or approving labor contracts.<sup>20</sup> The COO-Camden relationship lasted until January 2010.

Thus, without surprise, the record reveals that Camden was (and is) strikingly dependent upon state aid, having received a total of \$125,100,682 in state aid for Fiscal Year 2010, including supplemental state aid of \$67 million. (See City Exhibit C-1, at sheet 5). It was the position of the City that, despite this aid, there remained a budget deficit for FY 2010 of \$8 million.<sup>21</sup>

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19. Some aspects of that control included: suing under Camden's corporate name, retaining counsel, appointing department heads, acting as the appointing authority and being able to abolish employment positions.

20. As the City described, in November 2008, the COO authorized the abolishment of 26 job positions. (See IAFF Exhibits).

21. The City lost an expected South Jersey Port Pilot payment (held by the State) of \$8 million. Later, a portion of the money was released and issued to the City.

Nevertheless, in the continuing face of severe budgetary limitations and further reduction of State aid, the City remains mandated to "to preserve and enhance the quality of life in the City of Camden through the effective prevention of fire and the efficient delivery of emergency services in the assigned mission areas of fire suppression, rescue services, emergency medical support, and the mitigation of special hazards that threaten public safety." These services are provided through the joint efforts of the City's Fire Department, Police Department, Emergency Medical Services, and Municipal Emergency management.

The Fire Department remains the City's first line of defense against a myriad of hazards which threaten the welfare of its citizens and the value of its property. The Fire Department is the City's principal emergency service agency and the only agency that provides instantaneous response to all calls for service from the community. The members of the Department, both uniformed and civilian, are dedicated to preserving the efficiency of the department through personal commitment and professional management.

As City Counsel contended, in January 2010 , Camden entered a new era --- the "economic recovery" term and Mayor Redd has assumed the powers of the COO. However, her authority is still limited by MRERA, with veto power held by the Commissioner of the Department of Community Affairs over City Council actions. And, there currently remains a memorandum of understanding ("MOU") between the City and the State.

#### **Interests and Welfare of the Public**

The City contended that the continuing financial crisis confronting the Camden makes any increase in Firefighter compensation impossible. Although recognizing the Union's position that reduced staff now faces a greater volume of calls, the City argued that the fact of a financial crisis militates against the Union proposal. (see C-16).

Statistics reveal that Camden is one of the most dangerous cities in America, not only in crime, but also with regards to fires (and fire fighting). Whether resulting from natural causes, the work of an arsonist or an electrical spark of a faulty fuse in a dilapidated property, the record substantiates the enormity of fire fighting efforts within the City by IAFF members.

Camden is demonstrably the most "incendiary" of the "Urban 15"<sup>22</sup>, with an average of 11.2 fires per 1,000 individuals and 28.1 per 1,000 households. These figures far exceed the averages for New Jersey as a whole (3.4 and 8.4, respectively) and the U.S. (4.4 and 10.4, respectively). (see Public Financial Management "PFM" report<sup>23</sup>, PFM-81). Statistics further reveal that "arson" is a common occurrence in Camden, as the City's 176.4 arsons per 100,000 residents is nearly six times that of the next major city in New Jersey, and 1,288% beyond the New Jersey average (see PFM-82). Responses to these fire calls are performed by Camden Fire Fighters and members of the IAFF.

Despite demonstrating the enormity of fire fighting efforts, in January 2011, the City was forced to lay-off sixty-seven (67) fire fighters. While the decision was based on budgetary choices, the reduction led to "brownouts", company (fire house) closings, slower response times and minimal staffing. (see PFM-32).<sup>24</sup> As such, the City warned, should this Arbitrator grant any award to the Fire Fighters, it would be forced to layoff even more employees, thereby reducing an already razor-thin staff.

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22. Camden and the other fourteen most populated New Jersey cities.

23. "PFM" refers to the PowerPoint presentation on behalf of the City by Public Financial Management, Inc., entered into the record of the (April 2011) hearing and hereinafter referred to as "PFM-page number". As referenced previously, the presentation was made by Michael Nadol, Managing Director of Public Financial Management.

24. It is noted that the City, in a cooperative effort with the IAFF, took immediate steps to secure funds to rehire fire fighters previously laid off.

According to the City, awarding increased compensation in the successor Agreement would be directly detrimental to the public's safety and welfare, as necessary layoffs would place the remaining firefighters and the public in danger and cause the already overstretched department an inability to respond to emergencies in a timely fashion.

However, the IAFF asserted that the overall concessions sought by the City would result in a 20% (twenty percent) reduction in a fire fighter's overall compensation package. (See U-13 and U-15). As the Union contended, the City's proposal of economic concessions go beyond prudent budget management and amounts to a wholesale attack on public servants. The IAFF argued that, not only considering the looming prospect of layoffs, the Union also faces brownouts, reduced staffing (in violation of restrictions on minimum manning previously agreed to with the City), loss of overtime, and the confiscation of accrued vacation, holiday, and sick leave if the City's proposal is accepted. Quoting the language of the Proposed Non-Binding Settlement, the IAFF contended that "it is imperative that the fire service remain at a standard of effective delivery maintained by experienced and technically competent firefighters." (See U-13).

#### **Comparison of wages, hours, and conditions**

Arguing that the dire economic situation facing Camden makes comparisons with the private and public sectors, in general, and the other area fire departments in particular less relevant than other factors, the City contended that the comparisons still militate in favor of the City's proposal. (see C-23; C-24). The City noted the long decline of once prosperous Camden, and home of world famous companies as RCA Victor, Campbell's Soup, and New York Shipbuilding. As the City advance, there is little question that most of the major industry of the City either moved or closed, triggering a significant plunge in population and economics. (see PFM-3).

As of 2010, Camden's population, which peaked at 124,555 in the 1950s, reported 77,344 residents, a drop of 37.9% over a period in which the US and New Jersey populations rose 102.8% and 81.8%, respectively. The Camden population is currently at its lowest level since the turn of the Twentieth Century. (see PFM-3; PFM-4). In comparison to the other "Urban 15" cities, Camden remains last in nearly every economic indicator. Comparisons include per capita income, median household income, median home value, unemployment, education degree attainment, and poverty level. (see PFM-5 through PFM-14). As the 2009 American Community Survey revealed, Camden is the eighth poorest city in the U.S. for cities with a population over 65,000. (see PFM-5)

**(a) Comparison to Private Employment in General**

While not considering private sector comparisons to be of great relevance, the Union nonetheless claimed that statistics support the determination that its members deserve an increase in wages. Citing a report from the Director of Conciliation and Arbitration for PERC, the IAFF pointed to a 10.7% increase in private sector wages between 2005 and 2008. (See U-15, U-16). While acknowledging that this increase was tempered by a drop of .7% in 2008 (the beginning of the financial crisis), the Union argued that the decrease was driven by the collapse in financial and real estate markets, hardly comparable to fighting a fire. Though the Union did not point to specific private sector statistics for the period following the expired Agreement, the IAFF claimed that, as of May 2011, overall wages for the Camden area show an annual increase of 1.2%.<sup>25</sup> This general growth in Camden area earnings, the Union argued, warrants a pay raise for the firefighters.

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25. These statistics only account for individuals with a high school degree/equivalent or bachelor's degree. However, in light of the large number of persons in the City of Camden who never completed high school, the per capita income is \$11,690, and median household income is \$25,864 (PFM 6-7).

The City pointed to comparisons with the remaining persons employed by the City of Camden and Camden County and argued that, if considering the compensation already received by IAFF members, an increased economic award is unwarranted. The City further noted that the median income for the position of Camden firefighter, which requires a high school diploma or equivalency, is \$80,503 per year. (see PFM-37). As for the City of Camden and Camden County, the same educational attainment leads to median earnings of \$23,019 and \$32,091, respectively. And, when compared to a person holding a bachelor's degree or the equivalent, the City argued that the median earnings only rise to \$33,360 and \$54,170 for those in the City of Camden and Camden County, respectively.<sup>26</sup>

The City further asserted that, in addition to wage compensation, Union members maintain a substantial benefit package and receive paid leave benefits that exceed the average private industry employee in the U.S., annual leave, holidays, sick leave, and other leave benefits.<sup>27</sup> According to the City, not only do Firefighters have vacation time that starts with higher levels than private industry, but additional vacation time progresses more rapidly. The City noted that the Agreement also provides IAFF members with fourteen vacation days, allows 18 days accrued sick days per year and time off for military, funeral, and jury service. (See PFM-38). According to the City, Firefighters compare favorably to the paid leave benefits in private sector US firms (with one hundred or more employees), where employees receive an average of eight paid holidays and six days of sick leave (forty-eight hours). As the City added, 27% of industry employees do not have access to sick leave.

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26. See competitive paid leave benefits for Camden IAFF. (See PFM-38).

27. See Health Benefits for Camden IAFF. (see PFM-39).

Health benefits are another area in which the City asserted IAFF members' benefits to be very competitive with the US labor market. As expressed by the City, Camden firefighters enjoy a choice of single or family medical plan coverage. While referring to state legislation passed in 2010 to require public employees to contribute 1.5% of their salary (equaling about six percent of premium costs<sup>28</sup>) toward health care premium costs, the City noted the average U.S. worker contributes 30% of the premium cost for family coverage and 19% of the premium cost for single coverage. (see PFM-39). The City further noted that Union members also have access to dental and vision coverage, compared to 64% of private sector workers who have dental insurance coverage and 36% of private industry workers who have vision coverage. The City added that office visits and prescription co-pays are lower for Camden firefighters than elsewhere in the U.S. labor market.

With respect to pension benefits, the City noted that IAFF members participate in the New Jersey Police and Firemen's Retirement System's defined benefit pension plan following retirement. (See PFM-41). While 82% of US private industry workers in firms of 100 or more have access to an employer-sponsored retirement plan, only 30% of these same workers have access to a defined benefits pension plan. Access to pensions in the private sector, specifically to defined benefit pensions, is trending downward. As high as 63% as recently as 1988, defined benefit pensions find a sharp decline in the number of plans. (See PFM-42). As to the IAFF Members, the City noted full health coverage, including dental and prescription, is included in the post-retirement package, a rarity in private sector, where only 28% of large firms (200 or more employees) offer health benefits for retirees. (See PFM-41).

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28. According to the City, the six (6%) percent figure is derived from calculating 1.5% of \$80,000 average salary of firefighters, equaling about \$1,200, and dividing that number by average health plan value, which is \$20,376.

**(b) Comparison to Public Employment in General**

The City maintained that the January 2011 layoffs of public safety employees was implemented after exhausting other options. (see City-17; C-18). The City asserted that the civilian workforce was targeted and depleted before the public safety employees. As the City noted, although public safety employees account for 75% of the City Budget, it was the civilian workforce that was forced to take twenty-two furlough days in FY2011, an eighteen day increase from the four furlough days required in FY2010 (see PFM-32). As the City explained, furloughs were followed by layoffs in the civilian workforce. Only then did the City look into the larger public safety area for additional cuts to close the deficit. As the City cited, when lay-offs struck 30.2% of firefighters in January of 2011, another 108 civilian employees joined the 67 firefighters and 168 police officers in the ranks of the unemployed. (See PFM-29).

The City also claimed a strong effort to trim expenses elsewhere in the budget before turning to the firefighters. The City rejected the IAFF's suggestion that Firefighters were disproportionately targeted during this financial crisis for concessions and/or layoffs.

The IAFF argued that, while civilian employment in the public sector is not a group reflective of comparisons, using public employment statistics do not support the City's proposed concessions. In reaching this conclusion, the Union argued that local government service positions have generally lagged behind uniformed services in wages. And this historic disparity resulted from prior Agreements insuring stronger economic benefits for Firefighters. (see U-16). However, the Union maintained that a 2.2% increase in civilian-sector wages in 2008 (as demonstrated in reported figures) suggests that Firefighters should receive a similar compensation increase (generally) and to maintain traditional parity (specifically).

**(c) Comparison to Public Employment in Comparable Jurisdictions**

The Union argued that comparisons to other uniformed services throughout New Jersey should be given the most weight in this Arbitrator's determination for a wage increase. More precisely, the IAFF argued that this factor looks to other urban fire departments comparable to Camden. (See U-17; U-19). To further its position, the Union presented statistics indicating wage increases in Camden have lagged behind those for uniformed services elsewhere in the State. According to the Union, when adding up the annual increases from 1998 through 2008, Camden firefighter compensation increased 40%, while salary awards across New Jersey increased 42.06% and voluntary settlements totaled 43.15%. As the IAFF noted, looking prospectively to 2009 and 2010, even if the 4.5% increases (2.5% and 2.0%, respectively) were awarded, such increases would still lag well behind other awards and agreements throughout the state. The IAFF noted the U.S. Department of Labor reported a 3.7% increase for firefighters in the Camden area as of May 2011.

The Union further argued that, while present employee compensation is about average compared to other urban centers, the City's proposal would drop Union members to the bottom of the group by the end of the Agreement. Considering the following statistics, it would appear that Camden's firefighters not keeping parity with other urban fire departments in compensation. As the IAFF contended, the result is completely unacceptable, as the department rates high in productivity and endures the greatest number of injuries of comparable urban departments. (see U-3; U-22)

City	Camden	East Orange	Elizabeth	Jersey City	Newark	Paterson	Trenton
Population	79,904	69,824	120,568	240,055	273,546	149,222	85,403
Fires	882	532	731	1,399	718	875	819
Fires Per Capita	11	8	6	5	2	6	9.5
Firefighter Injuries	39	10	10	13	16	25	2

The Union also compared its Firefighter compensation with that of the Camden police. (see U-18; U-19). According to the IAFF, the City has traditionally strived to keep parity among the two major uniformed service departments. Efforts at maintaining consistency have been made despite the fact that firefighters in Camden work 104 (5%) more hours a year than the police. As the IAFF note, the police received a 3.75% pay increase in 2009, whereas the Firefighters were offered zero increase for the same period. With the differing approaches to the two departments, the Union argued that the City is abandoning the tradition of parity.

In June 2010, the City responded to the Union's parity argument (regarding the Police Agreement). In its brief, the City noted that the State, acting through the State-appointed COO, granted the 3.75% increase to the Police for 2009. According to the City, the increase was granted before the State cut significant aid to Camden and the salary increases were not heavily scrutinized at the time. The City maintained that the economic climate was far different at the time of the Police settlement and the argument should not be entitled to any weight in considering the present award.

Aside from comparisons to the Camden police, the City analyzed the Firefighters' overall compensation package and asserted that the expired contract placed the IAFF near the top compensation when compared to other fire departments.<sup>29</sup> To gain perspective of firefighter compensation packages elsewhere, the City evaluated compensation in the largest cities of the Metropolitan Statistical Areas and Divisions of the region, concluding that Camden had not only the highest maximum base salary of such departments, but Camden firefighters' longevity pay is also among the highest of any such department (PFM-52. Public Safety Comparisons, Metropolitan Area Urban):

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29. As stated in its closing brief, the City stated that the average salary for Camden firefighters in 2010 was approximately \$16,000 above the average for fire departments in the geographical area. The basis of this conclusion is unclear, however, the subtlety of comparing Pennsylvania cities and one less urban New Jersey municipality was not lost on this Arbitrator.

City	Maximum Base	Maximum Base plus Maximum Longevity	Contract Term
Camden	\$76,161.	\$84,539	1/1/2005-12/31/2008
Philadelphia, PA	\$60,065./\$61,859.	\$63,846./\$65,753.	7/1/2008-6/30/2009
Reading, PA	\$57,114.	\$60,114.	1/1/2011-12/31/2015
Wilmington, DE	\$55,858.	\$55,858.	7/1/2007-6/30/2010
Chester, PA	\$41,347.	\$47,136.	1/1/2002-12/31/2006
Vineland, NJ	\$70,354.	\$70,354.	1/1/2005-12/31/2008

The City specifically raised the issue of longevity pay for the most senior members of the Union. Beginning in the tenth year of employment, longevity payments increase over several years from 3% of base salary up to 11% of base salary in the twenty-fourth year, amounting to an additional \$8,378 on top of base salary. (PFM-48).

Calling for sacrifices from Union members, the City cited other jurisdictions which have taken certain wage freezes and made other concessions. These cities include Vallejo, California and Miami, Florida, where cuts in health benefits, paid leave, and salary have led to major savings. (See PFM 68-70). The City also referenced Chester, Pennsylvania, noting that firefighters agreed to a wage freeze during the first three years of the new CBA with 2% increases in each of the last two years, elimination of longevity for all those not yet eligible, paid leave reductions, and savings in health care.

### Overall compensation presently received by the employees

The City directly addressed the overall compensation received by the Firefighters and again emphasized longevity pay as a major feature of firefighter compensation. The City characterized the payment as a reward to veteran firefighters for remaining with the fire department. As the Agreement provides, longevity payments commence in the tenth year of service, beginning at 3% of base salary and continuing gradually until the twenty-fourth year, peaking at 11% of base salary.

Considering only base salary and longevity, the City cited a Firefighter's maximum compensation of \$84,539, after twenty-four years of service. (see PFM-35). Thus, the City contended that the across-the-board increases sought by the IAFF will increase the pay scale by at least 15.1% when accounting for step increases and longevity increments. (see PFM-27).

In addition to base salary (wages) and longevity, the City contended that Firefighters also receive other sources of cash compensation. According to the City, overtime, educational supplement, and clothing allowance add to additional income. As the City cited, overtime pay can make up a significant portion of a firefighter's compensation. According to the City, between FY2009 to FY2011, overtime averaged between 13% and 20.5% of salaries. (see PFM-36). Applying the conservative estimate of 10% of base salary, the City estimated that overtime accounts for an additional \$7,405 per firefighter. Union members can also receive up to \$1,200 a year for completing college coursework, at a rate of \$10/credit completed. IAFF members are also entitled to \$200 as a clothing allowance.

In addition to cash compensation, Camden IAFF members also receive the following paid leave benefits:

Annual Leave:	Start through 1st year: 6 days
	2nd through 5th year: 14 days per year
	6th through 12th year: 19 days
	13th through 16th year: 21 days
	17th year through 19th year: 22 days
	20th year+: 24 days

Holiday: 14 holidays  
Sick Leave: 18 days accrued per year  
Other Leave Benefits: Military, Funeral, Jury Service (See PFM-38)

The City further contended that cash compensation, valued at an average of \$81,768 per Firefighter, accounts for only one-half of the overall cost to the City for each Firefighter. (see PFM-44). Of fringe benefits, the largest cost is for health benefits. As the City noted, employees have a choice of medical plans, with full family coverage. Based on recent legislation, employees now contribute 1.5% of their salary for medical premium cost-sharing.<sup>30</sup>

The City noted that Firefighters also received supplemental health benefits, dental and prescription (with an employee co-pay of \$7 for generic drugs and a co-pay of \$12 for brand names and no cost for mail order). A \$5 co-pays exists for office visits. The City also contributes \$125 per member per year to Union-administered eyeglass insurance program. (See PFM-39)

The City also referred to post-retirement benefits in which members of Local 788 participate in New Jersey Police and Firemen's Retirement System (PFRS), a "defined benefit" pension plan. (See PFM-41). As the City noted, in addition to the pension benefit, full coverage health benefits continue for retired firefighters, including dental and prescription coverage.

The City contended that post-retirement benefit costs are skyrocketing as a result of the increasing number of retirees and their greater life expectancy. (See PFM-63). According to the City, between 1993 and 2008, a period in which overall participation in state and local retirement systems increased 44%, benefit payments by state and local retirement systems increased 263%. At the same time, employer and employee contributions have only increased 133% . (see PFM-64).

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30. This Arbitrator takes notice of recent legislation adopted in June 2011, Pensions and Health Benefits Reform Law, P.L. 2011, c. 78. The law affects all government employers, including municipalities, counties, local authorities, fire districts, and boards of education, and their component units. The Division of Pensions and Benefits has released revised FY 2012 PERS local employer pension contributions. As reported by DLGS (Division of Local Government Services), as a result of Chapter 78, FY 2012 PERS pension bills will be lower than the previous amount. Details are online at [www.state.nj.us/treasury/pensions/2012](http://www.state.nj.us/treasury/pensions/2012). The impact of Chapter 78 on PFRS will affect employer billings starting in FY 2013.

The City further cited other retirement benefits, including terminal leave pay-outs which include terminal pay and unused sick and vacation time. (See PFM-43). As the City noted, Terminal leave for retirees is calculated as 1.1% of final year salary multiplied by years of service as of December 31, 1996. Additionally, employees have long been entitled to 50% of accrued unused sick leave, based on final year's salary, and 100% of unused vacation time. According to the City, the accumulation of paid leave has allowed Firefighters to receive an average of \$22,424 accumulated unused sick leave and \$13,538 accumulated unused vacation leave at the time of their retirement.

Taking into account cash compensation and fringe benefits, the City calculated overall compensation at \$164,219 per Firefighter per year.(See PFM-44). As the City asserted, driven largely by health benefit and pension costs for both current and retired IAFF members, additional benefit costs are 102% above the base salary and expected to increase in the future. (See U-24 and U-25).

The Union did not contest the overall compensation addressed by the City, but advanced the position that the Agreement included economic items previously negotiated and earned by Firefighters in times before the present global economic crisis. And, while the IAFF modified its economic position in June 18, 2010<sup>31</sup>, and again after the recommended settlement<sup>32</sup>, the Union took a position that Firefighters were reasonably compensation for the work performed by bargaining unit members. It was the Union's position that it sought a middle ground (between the two positions) for compromise, although the City rejected the Recommended Settlement and did not budge from the proposal made in the May 2010 mediation.

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31. The IAFF's proposal of June 2010 included the wage increases over the duration of the Agreement as: 2009: 3.75%, 2010: 2.5%, 2011: 2.5%, 2012: 4% for a total of 12.75% over 4 years.

32. Recall that the Union accepted the terms of the Arbitrator's "Non-binding Recommended Settlement" of 2009: 2.5%, 2010: 2%, 2011: 2%, 2012: 2% for a total of 8.5% over 4 years.

### **Lawful authority of the employer**

The City claimed that its financial burden will be greatly amplified as a result of pension contribution obligations. As demonstrated, from 1997 to 2010, pension payment obligations were deferred by the COO overseeing the City. (See C-19 and C-20). In a reverse course of action, the State has shifted more responsibility for pension payments to the cities. And, while the pension contribution is not subject to the statutory property tax levy cap, the City maintains that it will find itself in an ever-deepening financial hole as a result of these obligations.

The Union claimed that its proposal is within the lawful authority of the City to pay for reasonable increases for its Firefighters, as such is possible through more responsible budgetary management and diligent collection regarding property taxes. The Union argued that, prior to the Christie Administration, which came to power in January 2010, the City enjoyed an annual surplus which peaked at \$10.2 million in 2005 and still remained as high as \$4.3 million in 2009. (See U-23 and U-25). According to the Union, the FY2011 budget even includes a General Revenue line as "Surplus Anticipated" in the amount of \$552,865. (See U-25). The Union asserted that the City has not referred surplus and, as a result, the IAFF questioned "suspiciously large sums" listed in the "Other Expense" line of the budget. (U-27). The IAFF further asserted that the City's presentation of budget woes to be careless and exaggerated in painting an unnecessarily gloomy financial condition.<sup>33</sup> Key to the Union's argument is the sequencing of the City budget with that of the State budget. (See U-28 and U-29).

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33. This argument may be supported, in small consideration, by the FY2009 "Audit of the City of Camden," prepared by Bowman & Company, in which the City was found to have several areas in which the numbers did not add up properly.

As the IAFF further maintained, in the FY2011 City Budget, the City left several lines blank which, in prior years, were completed with "state aid". The Union suggested that to assume each of these blanks amounted to a known cut in funding from the previous year was false. Rather, as the Union suggested, the FY2011 City Budget was printed as a "work in progress" and left blank entries because it could not account for final appropriation decisions by the State and the Department of Community Affairs (DCA).<sup>34</sup> (see U-29).

The Union also investigated areas where it believed budgetary manipulation could serve to minimize shortfalls. Notably, as the IAFF argued, while the City is required to raise \$172 million in support of the municipal budget, the Appropriations Cap has been underutilized to the tune of \$32.2 million dollars. (See U-25). In addition, the Union alleged that the City has maintained a \$1.4 million reserve for health benefits, an amount which, when considered with the premium sharing statute, should ease the healthcare burden on the City.

It was the Union's belief that one of the few areas where the City can generate revenue, property taxes, has not been utilized. Noting that, under MRERA between 1997 and 2010, the Camden property tax rate remained frozen. Moreover, the IAFF alleged that the City failed to collect all property taxes due (even at the frozen rate), with collection rate around 80% and 90% between 2005 and 2009. (See U-23 and U-24).<sup>35</sup> The Union argued that the incomplete collection process resulted in the City shorting itself of \$7 million in additional revenue.

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34. According to the IAFF, the FY2010 line item was completed (filled in) because the previous year's aid appropriation was known. Herein, the FY2011 aid for the present year is still speculative and, therefore, unlisted. It is the Union's stance that the City failed to "take into account the ebb and flow of revenue and appropriation."

35. At the final arbitration hearing, City Treasurer Glynn Jones testified that because of the large amount of vacant and abandoned land in Camden, the maximum collection rate of property taxes is 92%. Mr. Jones, however, conceded that this 92% has not been consistently reached in the past. (Tr. 9).

Finally, in arguing that the City has the lawful authority to increase the Firefighters' compensation, the Union noted that the City's fiscal condition is a "historic reality which has been constant for years," and that the City cannot now place blame for its inability to generate revenue on the fact that 51.5% of the City property is tax exempt. (See U-24). As the IAFF further noted, Camden received \$69 million in transitional aid in 2011, aid which was not available prior to this past year. (U-25; U-26).

The City took exception with the Union's assertion that the high percentage of tax exempt real estate is a "historic reality." While acknowledging its lack of ratables, the City argued that the tax burden has been eased in the past through payments in lieu of taxes. (PILOTS). However, in 2010, the state forfeited on \$8 million previously guaranteed to Camden in PILOTS, and another \$4 million in 2011. (See C-9). Even at this greatly reduced level, PILOTS still accounted for 4.4% of the City's budget. (See PFM-17). Recently, there has been a trend towards reestablishing the City's PILOTS. For FY2011, The South Jersey Port Corporation ("SJPC"), the operator of Camden's waterfront ports, provided a \$2.5 million PILOT which allowed for the rehiring of fifty police officers and fifteen firefighters. (See PFM-31).<sup>36</sup> As the City conceded, while tax exempt property is not a recent phenomenon in Camden, it has taken on a greater significance in recent time.

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36. An additional \$4 million payment from SJPC covered the remaining public safety costs, such as anticipated earnings, and another grant that would allow for the rehiring of police officers was in the process at time of hearing.

**Financial impact on the governing unit, its residents, and the limitations imposed upon the local unit's property tax levy and taxpayers**

To establish the dire situation facing local governments nationwide, the City quoted Moody's Investors Services in calling 2011 "the toughest year for local governments since the economic downturn began." (PFM-58). Support is found in The National League of Cities (NLC), which released a report in October 2010 finding that 87% of cities found their financial situations more dire in the present than they had the previous year. According to the report, 79% of the responding municipalities reported a cut in employment. As the City advanced, economic problems and personnel cuts are more acute in a city like Camden where, in FY2010, 70.5% of the budget was dedicated to employee compensation in the form of salary and wages, health insurance, pensions, and other benefits. (see PFM-23). Three-quarters of this compensation was earmarked for the City's public safety departments. Complicating the efforts to raise additional revenue for salary, wages and other benefits through Camden's emaciated tax base in the face of rapidly rising pension funding and medical premium costs added to the situation in which Camden now faces. (See PFM 24).

The City asserted that, from FY2005 through FY2009, statutorily authorized deferrals allowed the City to defer up to 50% of its total pension liability for the year. (See PFM-25). Recognizing that deferrals cannot continue indefinitely since, with each deferral, the long-term funding pressures increase on the City. Such is the present situation, in which the City finds that its pension funding requirements have increased 216.5% between FY2005 and FY2011, a jump from \$5.6 million to \$17.8 million in just six years. The funding requirement is now expected to increase another 8.7% for FY2012, an increase of \$1.5 million.<sup>37</sup>

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37. It is apparent that the City cannot accurately estimate the actual costs nor the expected increases in light of recent legislation. See Footnote #30.

In addition to the increased pension liabilities, the City claimed that it is also burdened with major increases in medical premium costs for the most popular coverage plans.<sup>38</sup> The City cited health insurance premiums as increasing 113.9% as wages have increased only 32.2%, more than three times less than insurance premiums. (see PFM-61). As of January 2011, three-quarters of City employees were enrolled in the Aetna \$5.00 POS Plan. (PFM-26). This plan includes options for Single, H/W (Husband and Wife), P/C (Parent and Child) and Family coverage.

Monthly Health Insurance Costs (see PFM-26)

Year	2005	2006	2007	2008	2009	2010	2011
Single	\$301	\$337	\$395	\$423	\$471	\$527	\$544
H/W	\$607	\$709	\$830	\$888	\$990	\$1,107	\$1,087
P/C	\$545	\$597	\$699	\$749	\$834	\$993	\$979
Family	\$885	\$997	\$1,167	\$1,250	\$1,392	\$1,558	\$1,740

The City maintained that, between 2005 and 2011, Single coverage increased 80.7%, Husband/Wife (only) coverage increased 79.1%, P/C (parent-child) coverage increased 79.6%, and Family coverage increased 96.6%. According to the City, while not all of these options have risen at the same rate, the one constant is that the premiums for each option have jumped significantly over the last six years. The most modest increase is represented in the H/W option, where premiums increased 79.1% from 2005 to 2011. Meanwhile, the most extreme rise is found in family coverage, where the monthly premium, which was \$885 in 2005, is now \$1,740 per month, a jump of 96.6%.

In summary opinion regarding the financial impact of the award, the City asserted that, even with the concessions outlined in its proposals, it could not guarantee job security for the remaining firefighters.

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38. Such increases have become the norm not only in the Camden area but nationwide.

Conversely, the City warned that any award "for" the Union would certainly result in massive layoffs, as the continuing fiscal crisis would make the task of meeting any increased labor costs unfeasible . (see C-21 and C-22). As the City advanced, Camden has an extremely limited ability to raise revenue through property taxes. At \$91,000, Camden's median home value is less than one-third of the average across the fourteen municipalities in the Urban 15, and 47% behind its next closest competitor, Trenton, in relation to median home value.

The City also confirmed that, at nearly 20% unemployment, Camden has the worst unemployment percentage of all the Urban 15 (others average around 13%, unemployment) and more than doubles the national unemployment rate of 8.8%.<sup>39</sup>

There is little question that layoffs have become a major fact for Camden's public employees, especially those in public safety. In January 2010, facing a budget deficit of \$26.5 million, the City laid off 343 out of 1,089 City employees. (see PFM-29). With this spree of terminations, the City workforce dipped to a low of 746 employees, down from 1,142 as recently as 2009, including a drop in the fire department from 240 full-time firefighters to 155 (PFM 30). Although PILOTS, grants, and increased taxes were utilized to restore 50 police and 31 firefighter positions, the City argued there remains the 27.3% reduction in City employment from FY2009, severely impacting core municipal services. (See PFM-29).

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39. 8.8% in March 2011. (see PFM-10 and PFM-56).

### **Cost of Living**

The Union argued that, even if the IAFF proposal was granted, the bargaining unit would still not be keeping pace with inflation. According to the IAFF, even with further concessions, the City's proposal would create an unreasonable impact in relation to cost of living. (See U-22 and U-23). As the IAFF pointed out, the Consumer Price Index (CPI) for Southern New Jersey rose 6.85% from December of 2008, when the prior Agreement expired, to April 2011. Over that same period of time, covering the first three years of the proposed CBA, the Union requested an overall increase of 6.5%, just under the CPI figure for the region.

While not disputing the Union's figures on this matter, it was the City's position that the firefighters have long been paid above the rate of inflation. (See C-22 and C-23). While acknowledging that their proposal obviously fails to keep pace with increases in cost of living, such shortfalls are evened out by previous raises that exceeded CPI.

### **Continuity and Stability of Employment**

The City emphasized that costs per employees must be contained, as services cannot be maintained if the workforce is reduced greater than it had recently been reduced. According to the City, despite the rehiring of several public safety and other employees throughout the City, the total number of employees remains down 27.3% over the past two years and has materially effected core municipal services, such as fire and security, in an adverse manner.

In addition to the issues of wages and premium sharing, the Union questioned the City's proposal regarding other economic and non-economic issues normally considered during collective bargaining. Among them is the proposed elimination of terminal leave, which the Union calculates as a 1.1% reduction in overall compensation. They also take exception to the City's proposal to eliminate longevity pay, a reduction of as much as 11% for those top-earning firefighters, without a corresponding increase in salaries (as the Union claims is the common tradeoff in bargaining).

On the non-economic issues, the Union rejected the City proposal to include a Management Rights Clause in the CBA. The Union is of the belief that the City has greatly exceeded its authority through the expired Agreement, which continues to control the relationship of the parties through the continuation clause. In light of events and "a unilateral power grab", the Union feared that an explicit Management Rights Clause will open the door to further abuses on the part of the City and demean the spirit of collective bargaining between the parties. (See U-33).

As this Arbitrator observes events, when considering the continuity of employment, there is little question that layoffs have become a major concern (and "event") for Camden's public employees. This so in public safety quarters. As the record revealed, in January 2010, facing a budget deficit of \$26.5 million, the City laid off 343 of 1,089 City employees. (see PFM-29). The City workforce dipped to a low of 746 employees, down from 1,142 as recently as 2009, including a drop in the fire department from 240 full-time firefighters to 155. (See PFM-30). Although PILOTS, grants, and increased taxes were utilized to restore 50 police and 31 firefighter positions, the 27.3% reduction in City employment from FY2009 has impacted core municipal services. (See PFM-29).

#### **Statutory restrictions imposed on the employer**

The City's concern lies with its severe dependence on State money (funding and aid) for financing its operations and the restrictive conditions that have been placed upon recent legislation. The City acknowledged that it no longer relies on SMA (State Municipal Aid) or the Consolidated Municipal Property Tax Relief Aid (CMPTRA) programs which had previously funded nearly 60% of the City's operating budget. As the City noted, SMA has been eliminated and CMPTRA funds have been significantly reduced. Replaced by "Transitional Aid", which the DCA describes as "requiring labor cost reductions and changes in service delivery preconditions for receipt of aid," the City would only confirm that the current intent of the State is to limit expenditures on assisting municipalities.

The City acknowledged that it is seeking assistance over the course of four years, but noted that the former SMA pool has already been reduced from \$220.8 million to \$159 million statewide, and for FY 2011, Camden received \$69 million of the \$159 million, which was nearly \$7 million below that which the City requested.

The record revealed that, in addition to the elimination of SMA in favor of transitional aid, CMPTRA and Energy Tax Receipts have also plunged after effectively merging. Now appropriated with the aim of providing statutorily mandated energy tax receipt funding levels, CMPTRA funds have been diverted from the municipalities and cut more than \$300 million. In particular, the City's share of these revenues has dropped from \$54.1 million in FY2010 to \$46.6 million in FY2011. (See PFM-19). Overall, the evolution of State funding over the last couple of years, between CMPTRA, SMA, supplemental aid, and the advent of transitional aid, aid from state revenues is expected to drop from \$125.1 million in FY2010 to \$111.2 million in FY2012. (see PFM-20).

Important reference is made to the "SAFER" grant from the Federal Emergency Management Agency (FEMA). SAFER provides funding for two years for fire departments (herein, from May 5, 2011 through May 4, 2013). Specifically earmarked for the purpose of helping struggling municipalities to maintain their fire departments, the SAFER grant awarded \$5.1 million to the City, allowing the City to rehire sixteen Firefighters and prevent another round of layoffs. (See PFM-31). However, as the City, noted, a key condition of the grant - - - it must be repaid in its entirety if layoffs reoccur. As the City argued, the condition leads to a tricky financial conundrum for the City, in which any increase in compensation will force them to lay off more firefighters and such layoffs will allow FEMA to require the immediate reimbursement of the grant.

### Conclusion

Having analyzed the record created through the two-year course of proceedings and observed the tragic reductions in fiscal resources and bargaining unit personnel during that same period of time, this Arbitrator has concluded that the present arbitration has actually proceeded with numerous parties on the same side. While the face of this arbitration is portrayed through the City's present Administration, who face the challenge of funding a fire department in the absence of funds, and the Members of the Fire Department, who perform the increasing daily task of protecting the City's citizens and physical structures with shrinking manpower resources, the third party to this proceeding is clearly the citizens of Camden, who have not only sustained the loss of homes and community property but now endure the constant danger of fire and threat of safety to their persons.

There is little question that the huge budget deficit and declining state aid forced the City's action in laying off approximately one-third of its Fire Fighters (and about one-half of its Police force). But, in leaving the Fire Department with a reduced workforce, the City is, by sheer numbers, less capable of performing firefighting duties and, consequentially, less capable of providing the protection of its citizens and structures. In June 2011, alone, three "huge fires" struck the City. In one instance (June 9, 2011), a 12-alarm fire destroyed an abandoned tire factory and burned at least 10 residential homes, sending three firefighters to the hospital while performing their duties in extreme heat. A second fire occurred three days later in another factory building which was constructed with large timbers and recently used as storage space for building materials and computer parts. Later in the month, an arson-ruled fire destroyed a building formerly operated by a chemical company. Whatever the cause, will the City be capable of continuing to respond, will Fire Fighters face increased injuries ... and will the citizens find the protection of persons and property which they seek?

Statistics submitted through the "Fire In New Jersey 2009" Report are most revealing.<sup>40</sup> "Fire Department Data" revealed that, serving a population of 79,904, the Camden Fire Department responded to 884 fires, 3 Overpressure/Explosion (without fire), 1,246 EMS requests, 534 Hazardous Conditions calls, 568 Service calls, 420 Good Intent, 1,422 False Alarms, 20 Weather calls and 15 miscellaneous calls. In total, the Camden Fire Department responded to 5,112 calls (an average of 14 calls per day during the year 2009). (See U-83 page 157). And when compared to other cities in Camden County, only Cherry Hill and Collingswood Fire Departments (both contiguous to Camden) experience activity anywhere close to the activity of the Camden Fire Department.<sup>41</sup>

The City's own statistics demonstrate that Camden's reported arson rate is substantially higher relative to the other urban New Jersey communities. With 176.4 arsons per 100,000 residents, Camden dwarfs the remaining 14 of the "Urban 15" cities in reported arsons. In fact, Camden had 83.7 more arsons per 100,000 resident than the next three cities combined at 92.7 arsons per 100,000 residents.<sup>42</sup> As statistics demonstrated, Camden reported 42.1% of the total arsons (per 100,000 residents) reported in all of the New Jersey "Urban 15" cities.

It may be generally noted that there are clear and evident risks associated with fire firefighting and the delivery of fire services in any municipality. However, when considering the number of fires and fire-related calls, arson responses and the actual injuries sustained by Camden Firefighters, this Arbitrator takes specific notice that the work performed and risks to personal safety are greater for Camden Firefighters than any other city in the State of New Jersey. (See Table, page 28 above).

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40. See Division of Fire Safety, State of New Jersey, Department of Community Affairs. (see U-83).

41. While this Arbitrator does not offer any further conclusions regarding those numbers, the question arises whether some of the calls to Cherry Hill and Collingswood are "mutual aid" responses. However, as noted in the IAFF brief, Camden has twice the number of fires than Cherry Hill but twenty times the number of fire fighter injuries. (See U-Brief, page 4).

42. East Orange with 33.8 arsons per 100,000 residents, Newark with 31.3 arsons per 100,000 residents and Trenton with 27.6 arsons per 100,000 residents. (see C-32, page 82).

Thus, as this Arbitrator analyzed the potential impact of this Award, the intention was to recognize the importance of the service provided the City by its Fire Fighters through a minimal wage increase within a reasonable, yet confined, financial boundary. Adjustments or modifications to accumulated benefit payments were implemented to alleviate future windfall payments which, while anticipated, have untimely impacts on the budget. Wage "freezes" and "severe concessions" were not granted, because the present Agreement has been created through successions of recognized collective bargaining, meeting the mutual intent of employer and employee and causing long-standing rights and obligations which must be honored. To cannibalize an agreement in response to a dramatic circumstance diminishes the importance of both the Agreement and the process of bargaining.

But, even if this Arbitrator were to consider "freezes" in wages (or zero increases), together with deep reductions in previously negotiated contractual benefits, would the City of Camden be in a stable budgetary position or, more relevant to this interest arbitration, would the City find financial stability if granted nearly 20% reductions or concessions in the Firefighters salary budget? With extensive experience in interest arbitration and the ability to review a record, this Arbitrator is not convinced that any level of concessions by the Firefighters or an award by this Arbitrator would place the City of Camden in a stable budgetary position. Why? Because despite the efforts of the City Administration, the IAFF and the residents of Camden, there is a fourth party to this arbitration which, in reality, controls the fiscal condition of the City. It is the State of New Jersey (for purposes of reference herein, Governor Chris Christie and the State Legislature) which funds the budget shortfall and controls the ultimate amount of money to aid the City and grant Camden its operational ability. And irrespective of the level of success in progressing toward economic stability or independence, it is the final decision of the State of New Jersey, achieved through the State budget process (Governor and Legislature) and aid programs administered primarily through the Commissioner of the Department of Community Affairs, which permits the City to operate. As such, the State of New Jersey is the fourth party to this Interest Arbitration.

Testifying on behalf of the City, Glynn Jones, the City's Director of Finance since July 2010, identified the City's final economic proposal and testified to the 2010 total budget of \$185 million. He noted that \$125 million came from the State, since the City revenue amounted to \$20,600,000, which represented 100% collections. In fact, the City collected 89% of the tax levy. (See Tr.9<sup>43</sup> and Tr.15<sup>44</sup>). Mr. Jones acknowledged that the State's control over the City's affairs changed in the fiscal year 2010, as MRERA legislation was amended from "rehabilitation to recovery." (Tr.9).<sup>45</sup> As he testified, there was no longer a State appointed chief operating officer (COO) on site with veto power over the budget. The veto power now rests with the Commissioner of the DCA. (Tr.10).

Mr. Jones was also questioned about the aid received from the State, and the resulting changes in the aid programs. According to the witness there is no longer a special municipal aid nor an extraordinary aid nor capital city aid. As he testified, the State has now created "Transitional Aid", a "special aid pool" open to of nine municipalities. Mr. Jones testified that the City has made application for aid in the current year. (See C-2, Application, including a projection of use over three years, commencing September 30, 2010 in the amount of \$54 million).

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43. References to the transcript of the April 18, 2011 hearing will be marked as "Tr." and page number.

44. The witness again acknowledged that the City could raise property taxes to the cap of 3% in 2011, which amounted to \$600,000. Of note, Mr. Jones later testified that 52% of the city's real estate is tax exempt. (Tr.18). He noted that of \$3.5 million in potential rateables within the City, only 48% or \$1.7 million is taxed. (Tr.19).

45. In covering the City of Camden under MRERA, the legislation included the following declarations, among others; a) There exists in certain municipalities a continuing state of fiscal distress which endures despite the imposition of a series of measures authorized pursuant to law; b) Economically impoverished, those municipalities have a history of high crime rates, including arson, that has necessitated the maintenance of large police and fire departments, at enormous taxpayer cost in municipalities without a sound tax base; c) The past fifty years have witnessed the depopulation of those municipalities characterized by such problems; d) Spending power on the part of residents of these municipalities is severely limited and local businesses thereby suffer from the lack of an indigenous client base so that rebuilding the fortunes of city residents in order to recreate a viable urban economy will require a considerable period of time.

As the witness confirmed, the City nevertheless received \$69 million, as the result of required pension payments which were not calculated until after October 2010. (Tr.12, see C-3 "Supplement to FY 2011 Transitional Aid Application").

Mr. Jones further testified that, from fiscal year 2010 to fiscal year 2011, the total amount of State aid to Camden, in all forms, decreased.<sup>46</sup> Other forms of aid (CMPTRA and ETR) were similarly reduced by 7 ½ million dollars. (Tr.13<sup>47</sup>).

Mr. Jones also testified that the City's budget was amended and adopted on April 1, 2011, with a levy increase of \$2 million, as proposed by Mayor Redd.<sup>48</sup> According to the witness, the purpose of the increase was "to mitigate layoffs and basically keep us covered going forward. We have to become self-sufficient, and the traditional aid application, you have to demonstrate that you're trying to stand on your own two feet." (Tr.16). Notwithstanding Mayor Redd's attempts, the City Council did not approve of the Mayor's proposal.<sup>49</sup>

Mr. Jones then identified the 2010 audit which included pension costs and increases for the City since fiscal year 2009.<sup>50</sup> As the witness testified, pension bills for police and fire in 2010 is \$12 million but one half is placed in the cap and half outside the cap. (Tr.23). Fiscal year 2011 will require the entire \$15 million cost to be placed inside the cap. According to Mr. Jones, the City paid its payment in fiscal year 2011. (Tr.23).

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46. Reference was made to a news article in the Star-Ledger where Governor Chris Christie announced he was cutting the pool of funding from \$750 million to \$250 million.

47. While the latter two forms of aid will remain flat, the transitional aid remained unknown at the time of hearing. (Tr.15)

48. As the witness confirmed, while there is a 2% tax levy on every other municipality in the state of New Jersey, Camden is the only municipality that has the MRERA legislation permitting an increase in the tax levy by 3%. (Tr.17). Increases above 3% must be approved through the DCA.

49. Note: the transcript makes reference to "counsel" in the incorrect format intended by the witness. Mr. Jones was referring to the City "Council" in his remarks and intended the transcript to read accordingly.

50. The document, entitled, 2010 Report of Audit for the City of Camden, Bowman & Company, reported a statutory expenditure of \$6,122,672 for the Police and Firemen's Retirement System of New Jersey. (See C-5).

Mr. Jones was questioned on the subject of health insurance costs for the City's employees in fiscal year 2011. He placed a total cost figure of \$24 million, with an average employee cost of \$29,000 per year.<sup>51</sup> The witness acknowledged that City workers are now contributing 1.5% of salaries as premium sharing. (Tr.24)<sup>52</sup>. He added that pension payments led to a further deficit in the budget and the resulting layoffs. According to the witness, over 70% of the budget was attributed to personnel costs. (Tr.25) Since the City could not cut from other areas of the budget (debt service), the only alternative was personnel and over one third of the total City workforce was laid off, including 67 firefighters. (Tr.25). In his recollections, there had never been layoffs from public safety personnel in the past.<sup>53</sup>

The witness acknowledged that 31 firefighters (and 50 police officers) were returned to employment when the City received \$2.5 million dollars from the South Jersey Port for FY 2011. \$500,000 returned the 15 firefighters to duty for the balance of the year. (Tr.26). The remaining 16 firefighters were returned to work after the City received a SAFER grant through FEMA. The condition of accepting the grant, however, was based on the agreement to "whatever staffing levels that we have at the time of the grant application has to be maintained." The SAFER grant was awarded and the City received \$5.1 million. (Tr.28).

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51. While Mr. Jones testified that the cost of family coverage amounted to \$29,000 per year, figures referred to in other documents place that figure at \$20,000 a year for Family coverage. Specifically, the figure used in the City document (C-32) and the testimony of Michael Nadol, set the average total cost for health benefits at \$20,376. According to the document, the source was the city FY 2011 salary wage information as of April 1, 2011. In his later testimony, Mr. Jones acknowledge that his calculation of health insurance rate of \$29,000 per family coverage was based on COBRA rates and not the actual cost to the City.

52. When Mr. Jones was asked if the City ever tried to switch to the State Health Benefits Plan, he acknowledged that the City had made an effort to switch in 2009. According to the witness, at the time, it was estimated that the City would save approximately \$4 million a year. (Tr.32). However, Mr. Jones testified that the City was prevented from joining the plan since it would have required all of the unions to agree to join and the change could not be undertaken unilaterally by the Employer.

53. On cross-examination, Mr. Jones testified that approximately 100 civilian employees were laid off, with the civilian workforce now numbering approximately 300. (Tr.36).

Mr. Jones was further requested to identify a document outlining the cumulative leave balances of Firefighters as of June 30, 2010. (see C-7). According to the witness, the document included accumulated unused sick leave, vacation and holiday time entitlements of all fire personnel. The total value of time accumulated by the fire personnel, according to the document and Mr. Jones's testimony, is \$8.2 million.<sup>54</sup>

In the opinion of this Arbitrator, Mr. Jones' testimony was both informative and reliable. From his testimony, this Arbitrator concluded that the City made serious and successful efforts in securing aid and grants from the State and, recently, was successful in securing the SAFER grant from FEMA to use in rehiring 15 Firefighters for duty. Mr. Jones further confirmed the personnel costs associated with health care, pension and accumulated time. The witness suggested that the cost of health care to the City will decrease with contributions from employees, including Firefighters, but increase overall as the premium costs increase.

There is no question that the City has made earnest attempts to address increasing costs in benefits. This Arbitrator has witnessed, first hand, the good faith efforts of Mayor Redd. And, when faced with the State's demand that personnel compensation budgets be drastically reduced, the City realized the State's mandate was exacting. But, in submitting an economic proposal to the Firefighters that would have resulted in an 18% to 20% decrease in an individual Firefighter's personal salary and benefits<sup>55</sup>, did the City actually believe that Firefighters could bargain from, or accept, that extent of proposed reductions as "good faith"? No .... nor did this Arbitrator.

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54. Employees are entitled to payment of the accumulated the time. (See C-7). The accumulated leave payouts are budgeted. (Tr.42).

55. Using the figure of \$20,376 as the average premium cost for health care coverage, the City's proposal would have employees paying up to \$6,112 (30% of premium) per year toward health insurance coverage. This would mean a fire fighter at top step salary would be contributing nearly \$5,000 more per year toward his or her health insurance premium than an employee earning the top step salary of \$76,161 and now paying \$1,142 (1.5% of his salary of \$76,161).

And, when facing the realities of personal living costs, did the City actually believe that the Firefighters would relinquish longevity?<sup>56</sup> The loss of longevity, taken alone, would amount to a concession between \$2,120 for a employee of 10-14 years of services to \$8,378 for employee of over twenty-four years of service to the City. Without considering any other concessions, the loss of longevity would have resulted in a reduction of pay of approximately 2%-10% of present salary compensation in each year. Even without considering that wage increases sought by the PBA were less than the cost of living during the four years of its proposal, the net result would have been a significant salary decrease. Should Firefighters work for less than a previously negotiated wage?

Certainly, with this Award, there will be critics. For the common observer of the present governing, legislating, lobbying and negotiating environment, it is *de rigueur* to decry a public sector increase or to uncover a contractual benefit not found in other sectors of employment. Indeed, accumulated benefit days are an exception when discovered in a private sector collective bargaining agreement. But, to the best recollection, the ability to accumulate unused benefit days has always been a subject within the scope of permissible public sector negotiations, freely utilized by the public sector employer as a means of meeting manpower requirements at times of personnel shortages and a method of avoiding current payments of earned time off by delaying to the future.

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56. As a simple example, although not considered evidentiary in this matter, the cost of driving over bridges in the southern New Jersey increased by 25% (from \$4 to \$5) with tolls increases on the four bridges operated by the Delaware River Port Authority (Commodore John Barry, Walt Whitman, Benjamin Franklin and Betsy Ross spans). There will also be a 10 percent fare increase (an average of 30 cents per trip) for those using the PATCO High Speed Line operated by the DRPA between Lindenwold and Center City Philadelphia. While these are costs that may not be encountered by Firefighters on a daily or regular basis, it is an example of the normal increases in the cost of living. Bridge tolls and rail fares do not decrease by 18-20% nor do tolls and fare increase by only 2%. (See: John Barna/Gloucester County Times, "Tolls set to increase on five bridges along Delaware River", published June 24, 2011).

Historically, the public sector has relished accumulating unused benefit days, including, but not limited to, sick days, vacation and holidays. Why? Because accumulating days meant there was no present payout of a benefit for which future pay out would rest with another administration. And, with further recollection, there was never an opposition to pay outs at retirement for accumulated time until "large" sums became publicized and known to the taxpayer and attention was drawn to the parties responsible, where explanations had to be offered.

But, were Firefighters solely to blame for accumulating unused sick leave, vacation days and holiday or for unilaterally implementing the provisions? To that question, this Arbitrator offers no judgment, except to comment that the ability to accumulate days and enjoy pay outs has been long accepted, similarly enjoyed by the majority of negotiators on the management side of the table and, if seeking to eliminate accumulated time, should be addressed (by example of those managers currently a beneficiary) in serious negotiations. In the opinion of this Arbitrator, the IAFF should not bear the brunt of public unpopularity nor be criticized for performing within a negotiated Agreement.

Thus, at this point in time, asking the bargaining unit to relinquish past time accumulations earned by contractual conditions is far too great a leap in concession and loss of value. Again, in the first instance, accumulated time is earned, most often by working and performing job duties while entitled to time off. In addition, due to scheduling and operating mandates of a fire department, it will not be unusual for fire fighters to accumulate further days. Manpower is needed when manpower is needed, despite entitlements to time off. The answer lies in a reasonable approach to resolve the inability to exercise the time off during the contract year and to the limit of accumulation.

At the same time, during the course of this interest arbitration, the Camden Fire Fighters have provided their extensive services with less manpower and greater work loads. It remains paramount, as it did at the time of appointment in April 2009 and issuance of the non-binding economic recommendations in November 2010 (before the layoffs), that there remains a high standard of performance in meeting response times to all fires and emergency medical calls, a continuing need to prevent apparent fires sites by eliminating the hazards of abandoned or burned out buildings, and an ever-present need to promote the safety of those who inhabit the buildings within the City. To the extent of evidence produced and observations made, Firefighters have clearly met their full responsibilities to the City of Camden.

Thus, upon review of the factors set forth in the statutory criteria, stressing the interests and welfare of the public are best served through a well-trained and effective Fire Department, it is this Arbitrator's determination that the following economic award be issued: Salary guides for Firefighters shall be amended to reflect the following increases to base wages:

<u>January 1, 2009</u>	<u>January 1, 2010</u>	<u>January 1, 2011</u>	<u>January 1, 2012</u>
2.5%	2.0%	2.0%	2.0%

The January 1, 2009, January 1, 2010 and January 1, 2011 wage increases shall be applied immediately to the wage schedule and paid prospectively; however, retroactive payments will be limited to the current year and base salary as of January 1, 2011.<sup>57</sup> This method of calculation and retroactive payment will limit the financial impact of this Award, while recognizing work performed.

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57. Note: To correctly calculate the base wage rate for retroactive salary payments intended by this Award, begin with the employee's final base wage rate on December 31, 2008 and add 2.5% (the wage increase for 2009) and 2.0% for (the 2010 wage increase), creating a baseline wage rate. Then, to calculate the retroactive payment, add the 2.0% increase for 2011 (over the 2010 base rate) and determine the payroll difference for the year. To determine the retroactive payment to January 1, 2011 consider this award is being issued 7.5 months into the 12 month year. Example: Using the 2008 top step wage rate of \$76,161, the top step base rate for 2009 is \$78,065, the top step base rate for 2010 is \$79,626 (the baseline wage rate). Applying 2.0% to the top step base rate for 2011 results in a salary of \$81,219. The 2011 increase at the top step base rate is \$1,593 (\$81,219 less \$79,626) and the retroactive payment to January 1, 2011 is \$997.50 (7.5/12 of the retroactive pay period) for a Firefighter at the top step of the guide. This calculation is to be used for all steps and pay rates on the salary guide.

What is the economic impact of the wage increase in this Award on the City? Immediately, if 170 Firefighters were at top step on December 31, 2008, the cost of retroactive payments to the City for the 170 Firefighters (at \$997.50 each) will be a total retroactive payment \$169,575 in 2011. And, when considering that the City will not be making retroactive payments for years 2009 and 2010, the retroactive payment over the three year period averages \$56,525 per year.

But, then consider the overall impact of the salary increases over three years for the IAFF Firefighter. Consider, if each of the 170 Firefighters were at top step on December 31, 2008, and are granted the applicable increases, their weekly salary of \$1,465 ( $\$76,161 \div 52 = \$1,465$ ) on December 31, 2008 would increase to \$1,562 ( $\$81,218 \div 52 = \$1,562$ ) on January 1, 2011.... a resulting total increase of \$97 a week for each Firefighter at top step "earned" over a three year period.

To further limit the financial impact of this Award, this Arbitrator will direct no adjustment to, nor retroactive payment for, longevity in the years 2009 through 2011. Longevity will continue to be paid, but will be paid at the December 31, 2008 salary levels through December 31, 2011. Instead, the longevity schedules and payments will be recalculated on January 1, 2012, at the same time adjustments are made to the salary guide, and longevity payments will be based on the salary level applicable to the Firefighter at that time.

In addition, Article XXVII, Pay Period, Section 1 shall be modified with the following language:

"In years where there are 27 pay periods, the bi-weekly pay shall be adjusted so that the annual salary shall be paid over the 27 pay periods, but there shall be no adjustment of the hourly wage rate."

During negotiations, the parties discussed this issue as a means to alleviate administrative and accounting issues which had arisen, on rare occasions, in the past. The contract modification has no financial impact.

In turning to the issue of "co-pays", or an employee contribution toward the cost of medical benefits, it was acknowledged during the proceedings that increases were necessary. The costs of visits to a doctor's office, hospital appointments and prescriptions drug purchases are ever-increasing. To reduce the financial impact of ever-increasing medical costs on the City, employees (including the Firefighters) should be contributing a larger share of the costs. In the present award, this Arbitrator has accepted the City's reality of the increasing cost burden and attempted to convey the necessity to the bargaining unit for assisting the City in reducing the impact of health care cost increases.

With respect to §16, the IAFF took the a position that premium-sharing for health benefits should be limited to the 1.5% of base salary (as statutorily required by N.J.S.A. 40A:10-21). If this Arbitrator is guided by the recent legislation (passed in June 2011), there are clear indications for substantial increases to that percent of salary for public sector employees contributions to health care premium coverage.

While rejecting the recommendation in November 2010, the City continued to hold fast to its position that premium-sharing needs to exceed the state-mandated 1.5% of base salary. The City's proposal called for a 5% contribution from those who subscribe to the family plan, and 3% for those with single coverage, an increase of 3.5% and 1.5% over the statutory contribution, respectively.

Candidly, while these questions have been addressed by the State Legislature, it is difficult for this Arbitrator to predict how recent or future legislative actions will ultimately alter public sector employee contributions for health care as it applies to the bargaining unit and collective bargaining. Nevertheless, this Arbitrator shall attempt to limit the present increase of contributions for the bargaining unit during the term of the Agreement in a relative proportion to salary increases awarded and shall direct the parties to implement the 1.5% (of base salary) co-pay contribution for health care (as the City has already accomplished) and, to the extent of the law, preclude further percentage increases during the term of this Agreement.

With respect to other "co-pays" applicable to Article XXX Insurance, Health, and Welfare, this Arbitrator further concludes the modest increases should be granted to a reasonable level. In the expired Agreement, the prescription co-pays were \$5 for generic and \$10 for brand name.<sup>58</sup> When the Union conceded to a reasonable increase, it proposed a \$10 co-pay for generic prescriptions and \$17 co-pay for brand name prescriptions. This level of prescription co-pays shall be confirmed as reasonable and Article XXX, §14, shall be amended by this award to reflect those amounts.

A similar concession was made by the IAFF in reference to §17, in which the Union proposed an increase in doctor visit co-pays from \$5 to \$10. Nevertheless, this Arbitrator concluded that greater increase in co-pay for doctors' visit is mandated by the reality of increasing costs and the attempt to reduce the cost burden on the City. When considering the potential costs of office visits to the City, a \$20 co-pay by employees is considered reasonable to this Arbitrator. Accordingly, an award of co-pay of \$20 for "doctor's visits" shall be directed.<sup>59</sup>

Attention is now drawn to the issue of "accumulated" days off and the recognition that Article VII Vacations & Article XXXI Holidays, required modification. As the IAFF acknowledged, the past revealed a "windfall" reaped by certain employees when retiring with an accumulation of unused vacation and holiday time. Proposed solutions were discussed, but not agreed upon. As previously stated in this Award, while the result of accumulation is now being scrutinized with each report of a large payout, the accumulation of unused days, for the most part, are not rewards but payments earned under term of an existing contract. Thus, to implement a retroactive forfeiture of days would penalize an employee who relied upon contract for a payout of their accumulated days at retirement.

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58. National averages prescription co-pays for covered workers in three or four-tiered plans (private and public sectors combined) are: \$11 for Generic, \$28 for Preferred, and \$49 for Non-Preferred. (see PFM-39).

59. As for §14 and §17, the City's proposal was silent with respect to prescription co-pays, but did submit a proposal of \$10 doctor visit co-pays to offset the significant increase presented in its premium-sharing proposal.

In this Arbitrator's opinion, limiting the accumulation of unused holiday and vacation days also calls for administering time off in a manner to allow the employee to utilize earned vacation and holiday time. Limiting accumulation also requires the maintenance of records and a transparent accounting of entitlements. From general experience, it is observed that management decisions, scheduling requirements, emergent incidents, lack of available replacements and general manpower shortages impact on a Firefighter's ability to fully utilize entitlements. For uniform employees (both police and fire), the resulting accumulation of time off is not necessarily the intention of the employee but the direct results of personnel management. Accumulating time off is not an unusual occurrence.

Having recently paid out large amounts of money for accumulated time to retirees (both fire and police), the City correctly argued that the plain language under the expired Agreement limits the carry over of unused vacation days and holidays to one year. Thereafter, if unused, the Firefighter forfeits time. This Arbitrator recognizes the language and agrees, in part.

It is apparent, however, that in many police and fire agreements, the administration of the accumulated time off language is not strictly enforced. It is often the results of personnel mandates. Without addressing that observation in the instant case, this Arbitrator will attempt move forward by directing the contract language to be enforced to the extent that unused vacation, if not deferred by written notice to the employee by the Department, shall expire at the end of the following calendar year in which the days were earned. Stated differently, if the vacation time is not used by the employee, he or she shall forfeit the vacation at the end of the second year unless the use of time was denied. With that one exception, the City is encouraged to schedule the time off in the second year.

However, this directive is not applicable retroactively. For those hired before January 1, 2009, accumulation of time off will be capped at the amount of vacation and holiday time on the City's records as of the expiration of the previous Agreement (December 31, 2008). New limits will be prospective and, with this approach, the only employees affected by the new cap would be those who were hired after the expiration of the previous Agreement and never accumulated unused vacation.

With respect to the accumulation of unused sick days (Article X Sick Leave), and with arguments similarly put forth regarding vacation and holiday accumulations, the City suggested both a dollar (\$15,000) cap and retroactive application of the cap. As such, Firefighters who accumulated days valued in excess of \$15,000 would forfeit accumulations. This is not equitable. A Firefighter providing his or her service to the community should not accept the punishing effects of relinquishing contractually earned, but unused, sick days.

Nevertheless, the IAFF recognized the inability of the City to meet growing accumulations and accepted the cap of \$15,000 on unused sick time, but prospectively. Again, this Arbitrator will not punish members who relied on the previous unlimited method of accumulating sick time accumulated prior to December 31, 2008 and will protect the accumulated time with an exemption from the cap. This Arbitrator has drawn language as an equitable solution, balancing the economic concerns of the City and the expectations of the Union members borne in the previous Agreement.

Thus, when the criteria is considered, this Arbitrator reached an Award made with specific concern for the residents of Camden and the remaining property structures and the work of the Firefighters in protecting both person and property. Despite its economic woes, Camden still retains facilities of great economic value .... a major hospital, the headquarters of a world-known corporation, a State university campus, tourist attractions, a concert venue and a sports stadium. There remains considerable private housing and commercial offices. The protection of these facilities from fire is of paramount concern to all parties to this interest arbitration, but it is the Camden Fire Department and its Fire Fighters, members of IAFF Local 788, that provide the essential services.

To alleviate any misunderstanding or confusion, this Arbitrator does not contend that these increases fit within the City's ability to pay from its present tax base nor could be funded by greater bargaining unit concessions. Indeed, the City, alone, does not have sufficient funds to meet the modest, but reasonable, increases granted. But, when the record was finalized and the evidence reviewed, this Arbitrator reached three clear and realistic conclusions: 1) The City must continue an appropriate level of fire services, irrespective of budgetary shortages, in order to protect the City of Camden, its residents and property; 2) Fire Fighters should be granted reasonable increases in base wages, together with the obligation of paying for a portion of their health care coverage, as their responsibilities continue to grow and their duties expand; and, perhaps most important, 3) The State must affirmatively provide for the City of Camden what the City cannot provide for itself.

Herein, when faced with the extreme State mandates and reductions in aid, the City Administration, however well-intentioned in its far-reaching pursuit of 20%-plus reduction in the municipal budget, will struggle to provide the level of fire protection for persons and property within Camden. In the opinion of this Arbitrator, the State cannot deny addition aid or refuse to fund, either on reasoned basis or moral grounds, the City's Fire Department budget, whether for its operation or for modest Fire Fighter salary increases. Politic expediency, personal sentiment and current public opinion aside, the State cannot abandon a citizenry that faces the enormity of protecting its city while engaged in budgetary challenges. The breadth of evidence produced in hearing convinced this Arbitrator that the State of New Jersey must continue as a party to this process (along with the City, the IAFF and the residents of Camden) to maintain the safety and welfare of the citizens of Camden.

Based on the record presented, this Arbitrator determined that the net economic changes to the successor agreement are reasonable under the nine (9) statutory criteria of N.J.S.A. 4:13A-16(g)(1) through (9) and that the decision adheres to the limitations set forth in public law P.L. 1995, C 425, as set forth below:

**INTEREST ARBITRATION AWARD**  
**City of Camden -and- IAFF Local 788**  
**Case Docket No. IA-2009-065**

1. **Article XXVI, Wages, Section 1:** Wages and guides shall be modified with the following increases.

<u>January 1, 2009</u>	<u>January 1, 2010</u>	<u>January 1, 2011</u>	<u>January 1, 2012</u>
2.5%	2.0%	2.0%	2.0%

The January 1, 2009, January 1, 2010 and January 1, 2011 wage increases shall be implemented immediately.

Notwithstanding wage increases in each year, retroactive wage payments shall be made only to January 1, 2011, based on the modifications to the salary guide as of that date, and in accordance with Footnote 57 above. (See Page 53).

2. **Article XXVII, Pay Period, Section 1** shall be modified with the following language:

In years where there are 27 pay periods, the bi-weekly pay shall be adjusted so that the annual salary shall be paid over the 27 pay periods, but there shall be no adjustment of the hourly wage rate.

3. **Article VII, Vacations, Section 4** shall be modified with the following language:

Notwithstanding any provision to the contrary, as of January 1, 2009, an employee may accumulate fifteen (15) vacation days in the calendar year to be carried over in the following year, but for no longer than the next year unless deferred by written notice to the employee by the Department and then the accumulated days shall expire at the end of the following calendar year if not used. The vacation accumulation for employees hired before January 1, 2009 shall be capped at the amount of accumulated vacation time on the City's records, as of December 31, 2008, and such employees shall be permitted to utilize any such accumulated time prior to retirement. For employees retiring prior to the execution of this Agreement, the vacation accumulated prior to December 31, 2008 shall be paid in full upon retirement.

4. Article X, Sick Leave (Section 5 (New)) shall provide a new Section 5 as follows:

Effective January 1, 2010, and except for present employees employed prior to January 1, 2009 and who have an accumulation of sick time exceeding \$15,000, employees shall receive payment for unused accumulated sick time at the time of retirement or termination in an amount not to exceed \$15,000.

5. Article XXX, Insurance, Health and Welfare: shall be modified as follows:

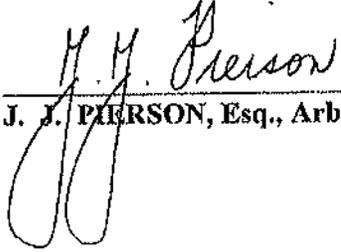
Section 14: Upon the execution of a successor agreement, the co-pay for generic prescriptions shall be \$10.00 and the co-pay for brand name prescriptions shall be \$17.00.

Section 16: (New): Effective upon the execution of a successor agreement, the employees shall contribute 1.5% of their base salary as a contribution for health insurance, as required by N.J.S.A 40A:10-21.

Section 17 (New): Upon the execution of a successor agreement, the co-payment for Doctor's visits shall be \$20.00.

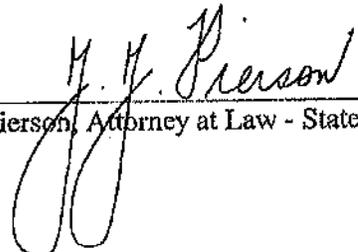
6. All other provisions of the parties' collective negotiations agreement, effective from January 1, 2005 through December 31, 2008, which have not been modified by this Award, shall remain in full force. All other proposals of the parties not addressed herein, shall be denied and dismissed in all respects.

Dated: August 14, 2011  
Short Hills, New Jersey

  
\_\_\_\_\_  
J. J. PIERSON, Esq., Arbitrator

STATE OF NEW JERSEY )  
  :SS  
COUNTY OF ESSEX )

I, J. J. PIERSON, Esq., on my oath, do attest to being the person who has executed the foregoing instrument and issued the above Award on for delivery to the Public Employment Relations Commission on August 15, 2011.

  
\_\_\_\_\_  
J. J. Pierson, Attorney at Law - State of New Jersey

2015 10 15 10:00

10:00

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF CAMDEN**

**AND**

**THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**LOCAL 2578**

**January 01, 2005 -December 31, 2008**

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PREAMBLE

THIS AGREEMENT entered into this 7 day of April, 2005, by and between the City of Camden, in the County of Camden, New Jersey, Municipal Corporation of the State of New Jersey, hereinafter called the "City", and Camden Fire Officers Association Local 2578, International Association of Fire Fighters, hereinafter called the "Union", represents the complete understanding between the City and the Union and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by ARTICLE I, RECOGNITION, in order that more efficient and progressive public service may be rendered. *mw*

## ARTICLE I - RECOGNITION

### SECTION 1

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

### SECTION 2

Applications covered:

This agreement shall cover and govern the following classifications:

All Superior Officers in the ranks and titles of Battalion Fire Chief, Fire Captain, Training Officer, Chief Apparatus Officer, Chief of Combustibles and Assistant Chief of Combustibles. If the City creates the title of "Training Officer" and/or "Assistant Training Officer", these positions shall be included in the bargaining unit.

### SECTION 3

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

### SECTION 4

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

## ARTICLE II - MAINTENANCE OF STANDARDS

### SECTION 1

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

### SECTION 2

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

### SECTION 3

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

### SECTION 4

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

### SECTION 5

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

### SECTION 6

The parties to this contract agree that they shall not enter into any agreement or contract or negotiations therefore with any individual or group of individuals which agreement or contract or negotiations therefore are outside of the scope of this contract. The parties further agree that any such extra contractual agreement shall be null and void.

### SECTION 7

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

## SECTION 8

Proposed new rules and regulations or modifications to existing rules and regulations, affecting terms and conditions of employment shall be furnished to and negotiated with the Union/Association prior to formal adoption and implementation by the City. Copies of all orders and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Union within twenty-four hours of their promulgation.

## SECTION 9

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

## SECTION 10

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

## SECTION 11

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

## ARTICLE III - UNION REPRESENTATION AND MEMBERSHIP

### SECTION 1

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

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

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

### SECTION 2

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

### SECTION 3

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

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

### SECTION 4

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

## SECTION 5

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

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

## SECTION 6

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

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

## SECTION 7

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

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

## ARTICLE IV - RETIREMENT

### SECTION 1

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

### SECTION 2

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

### SECTION 3

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

### SECTION 4

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

### SECTION 5

Employees retiring on either age and service or disability pension shall be paid a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement. The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) of the daily rate of pay for each day earned and unused accumulated sick leave, based upon the annual compensation received during the last year of employment prior to the effective date of his/her retirement. There shall be no limit on lump sum supplemental compensation payments.

### SECTION 6

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

## SECTION 7

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

## SECTION 8

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

## SECTION 9

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

## SECTION 10

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

## ARTICLE V - LEAVE OF ABSENCE

### SECTION 1

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

### SECTION 2

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

### SECTION 3

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

### SECTION 4

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

### SECTION 5

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

### SECTION 6

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

## ARTICLE VI - DUES DEDUCTION AND REPRESENTATION FEE

### SECTION 1

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

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

### SECTION 2

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

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

### SECTION 3

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City new authorization forms showing the authorized deductions for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advised of such changed deduction.

### SECTION 4

The Union will provide the necessary "Check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of actions taken by the City in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction. *MW*

## ARTICLE VII - VACATIONS

### SECTION 1

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

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

### SECTION 2

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

### SECTION 3

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

### SECTION 4

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

### SECTION 5

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

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

Entering  
SECTION 6

20th year and thereafter

24 days per year

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

## ARTICLE VIII - EQUIPMENT AND VEHICLE SAFETY

### SECTION 1

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

### SECTION 2

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

### SECTION 3

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

### SECTION 4

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

### SECTION 5

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

### SECTION 6

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

### SECTION 7

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

## ARTICLE IX - WORK WEEK

### SECTION 1

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

### SECTION 2

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

## ARTICLE X - SICK LEAVE

### SECTION 1

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

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized up to a maximum of eight (8) sick days because of illness in the employee's immediate family, which requires his/her attendance on the family member. Additional days for family illness may be allowed in the case of hospitalization of a family member or a catastrophic illness or accident.

### SECTION 2

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

Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

### SECTION 3

If an employee is absent for reasons that entitle him/her to sick leave, the appropriate command shall be notified when feasible one hour prior to the employee's starting time except in emergent situations.

a. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action.

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

### SECTION 4

a. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating illness. Any abuse of sick leave shall be cause for disciplinary action.

b. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health or the employee's personal physician shall be required prior to the employee's return to work.

c. The City may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the City *mlw*

Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. *mw*

## ARTICLE XI - INJURY ON DUTY LEAVE

### SECTION 1

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

### SECTION 2

- a. The full amount of injury leave (temporary disability) payments received under this Article shall be deemed and considered "compensation payments" under and for the purposes of this section and N.J.S.A. 34:15-40 of the Worker's Compensation Act and shall be part of the worker's compensation lien of the City.
- b. When any employee, who has received injury leave payments hereunder and/or medical payments, enters into settlement negotiations with or maintains an action in any court against a third party of his/her insurer on account of any liability of the third party or his/her insurer to the employee arising out of the incident causing the injury or disability for which the employee received injury leave payment and/or medical payments, such employee shall inform the City Attorney of his/her appointee in writing of the names and mailing addresses of the third party and his/her insurer within ten (10) days after entering into negotiations or filing of the action.
- c. If such employee receives or recovers a money judgment or money settlement from the third party or his/her insurer, the employee shall within ten (10) days of the recovery, notify the City Attorney or his/her designee in writing and report the total amount of such recovery, the amount of attorney's fee paid or to be paid and the amount of court costs. Within thirty (30) days after receiving payment, the employee shall reimburse the City for injury leave payments and/or medical payments as hereinafter provided. If the total sum recovered by the employee exceeds the sum of the injury leave payments and/or medical payments, the employee shall reimburse the City an amount equal to the sum of the injury leave payments and medical payments, less a pro rata share of attorney's fee and less costs of suit not to exceed \$200.00. *MW*

## SECTION 2 (Con't)

A pro rata share of attorney's fee is the ratio of the entire attorney's fee paid to the total sum of the aforementioned payments, the employee shall reimburse the City an amount equal to the sum recovered less attorney's fee paid and less cost of suit not to exceed \$200.00. Provided, however, that if the third party or his/her insurer has paid directly to the City the full amount to be reimbursed hereunder or a portion of such amount, the employee shall be released from the entire obligation or from such portion of the obligation paid to the City as the case may be.

d. Failure of an employee to provide timely notice as required hereunder or to make timely reimbursement as herein required may subject the employee to disciplinary action. The City or the proper appointing authority on behalf of the City may include in any disciplinary action taken a requirement that the employee provide the required information and make the appropriate reimbursement within a reasonable time and that if the employee fails to do so he/she shall be dismissed from service.

## SECTION 3

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

## SECTION 4

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

## ARTICLE XII - LIMITED DUTY ASSIGNMENT

### SECTION 1

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

### SECTION 2

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

### SECTION 3

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

## ARTICLE XIII - BULLETIN BOARD

### SECTION 1

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

### SECTION 2

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

### SECTION 3

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

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

## ARTICLE XIV - GRIEVANCE PROCEDURES

### SECTION 1

a. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure shall be kept as informal as may be appropriate.

b. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

### SECTION 2

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

### SECTION 3

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

#### STEP ONE

a. An aggrieved employee shall institute action in detailed writing under the provisions hereof within ten (10) working days of the occurrence of the grievance, and an earnest effort shall be made to settle that difference between the aggrieved employee and the appropriate City representatives for the purpose of resolving the matter informally. Failure to act within the said ten (10) working days shall be deemed to constitute an abandonment of the grievance. The Union steward may be present at all times when an employee is adjusting his/her grievance with the City.

b. The appropriate City representative shall render a decision within ten (10) working days after receipt of the grievance.

#### STEP TWO

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

b. The Chief of Fire shall render a decision within five (5) working days, *mw*

### STEP THREE

- a. If a grievance is not adjusted through Step Two, it shall then be submitted in writing to the Business Administrator. Within five (5) working days following the determination through Step Two, the Business Administrator, or his/her designated representative shall seek to resolve the grievance with the appropriate Union/Association representative.
- b. The Business Administrator or his/her designee shall have ten (10) working days in which to render a determination.

### STEP FOUR

- a. Should the aggrieved be dissatisfied with the decision of the Business Administrator, the Union/Association may, within ten (10) working days, request arbitration. The Arbitrator shall be chosen in accordance with the rules of the American Arbitration Association or the Public Employment Relations Commission. The selection of venue shall be at the sole discretion of the Charging Party.
- b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Business Administrator. In the event the aggrieved elects to pursue New Jersey Department of Personnel procedures in lieu of this arbitration, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. In this event, the Union shall bear the liability for whatever costs may have been incurred in processing the case to arbitration, provided, however, the Union may require any employee to file a bond of sufficient value to cover this contingency.
- c. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- d. The costs for the services of the Arbitrator shall be borne by the losing party. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

### SECTION 4

The Arbitrator shall set forth his/her findings of act and reasons for making the award within forty-five (45) days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

### SECTION 5

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

## ARTICLE XV - FUNERAL LEAVE

### SECTION 1

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

### SECTION 2

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

### SECTION 3

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

### SECTION 4

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

### SECTION 5

Notwithstanding any other provision of this ARTICLE, special funeral leave with pay shall be granted for a period of fifteen (15) calendar days due to the death of a spouse, provided that such spouse shall leave surviving a minor child or children; otherwise, such leave shall be for a period of ten (10) calendar days.

### SECTION 6

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

## ARTICLE XVI - EDUCATIONAL PROGRAMS

### SECTION 1

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

## ARTICLE XVII - DISCRIMINATION

### SECTION 1

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

### SECTION 2

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

## ARTICLE XVIII - MILITARY LEAVE

### SECTION 1

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

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

### SECTION 2

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

## ARTICLE XIX - REQUIREMENTS

### SECTION 1

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

### SECTION 2

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

## ARTICLE XX - EMPLOYEE RIGHTS

### SECTION 1

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

### SECTION 2

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

### SECTION 3

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

### SECTION 4

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

## ARTICLE XXI - SERVICE RECORDS

### SECTION 1

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

### SECTION 2

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

### SECTION 3

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

### SECTION 4

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

### SECTION 5

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

## SECTION 6

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

### a. Permanent Retention

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

Employment Application  
Pre-Appointment Interview  
Promotion Letters  
Commendations  
Appointment Letter

Applicant Investigation  
Employee Leave  
Transfer Letters  
Oath of Office  
Summary Training Record

### b. Five-Year Retention

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

### c. Three-Year Retention

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

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

## SECTION 7

Fire Officers shall be simultaneously notified in writing when anything other than of routine nature is placed in their personnel files. In this same regard, a copy of any disciplinary action or material related to job performance which is placed in an employee/member's personnel files shall be made available to the officer prior to or at the same time that it is placed in the personnel file. Furthermore, no citizen complaint shall be placed in an employee/member's personnel file unless the complaint is accompanying a specific disciplinary action related to the complaint. *MW*

## ARTICLE XXII - OVERTIME

### SECTION 1

Any approved work assignments which requires the presence of a Fire Officer and Fire Prevention Specialist beyond his/her regularly scheduled tour of duty shall be considered as overtime.

### SECTION 2

Overtime shall be compensated for at straight time rates in accordance with the following schedule:

0-15 minutes	-	No Compensation
15-30 minutes	-	One Half (1/2) Hour Compensation
31-60 minutes	-	One (1) Hour Compensation, and thereafter in one-half (1/2) hour segments for all time worked.

### SECTION 3

Fire Officers can be required to work overtime in the event of an emergency.

### SECTION 4

Overtime shall be distributed as equitably as may be practical within the Bargaining Unit.

### SECTION 5

When overtime is required under minimum manning or in an emergency in a given unit, officers of the same rank shall be recalled if possible.

### SECTION 6

Any Fire Officer on official union business who thus misses any call for overtime shall be placed at the top of his/her platoon's overtime list at the appropriate office.

### SECTION 7

Effective upon the ratification of this agreement, there shall be no restriction on the number of overtime shifts a Fire Superior may work when called. The City, for the purpose of safety and supervision for members of the Camden Fire Division, shall staff all on duty companies with a Superior Officer L-2578. *mw*

**SECTION 8**

Any required court appearance shall be compensated for a minimum of four (4) hours. *MW*

## ARTICLE XXIII - EXCHANGE OF HOURS OF DUTY AND DAYS OF DUTY

### SECTION 1

With prior approval of their respective Superior Officers, a Fire Officer may exchange his/her tour of duty with that of another fire officer provided that both men/women are of the same rank or capacity.

### SECTION 2

This mutual exchange shall not be abused by the employees involved, and shall not be construed as permitting any other substitution, but that of two (2) men/women of equal rank exchanging tours of duty with each working the full tour of the other.

### SECTION 3

Notwithstanding any other provision of this Article to the contrary, an exchange of either hours or days shall be with the permission of the employee's immediate superior. *MW*

## ARTICLE XXIV - CALL BACK

### SECTION 1

In the event of a state of emergency declared by the Mayor or a designee, as a result of a riot or other civil disturbance or emergency where, in the opinion of the Mayor or Business Administrator, or their designee, there is adequate time for the marshaling of forces, preferences in call-back shall be given to Camden Fire Department Fire Officers. In the event of such call-back, the employees shall be guaranteed a minimum of four (4) hours straight time pay, but may be required to remain on duty for that four (4) hour period.

### SECTION 2

In the discretion of the Chief, in the event of City Fire Stations being manned by volunteer mutual aid companies, an emergency call-back procedure, be immediately implemented, to call-back Camden City Fire Officers to relieve such mutual aid companies to provide fire protection to the citizens of the City of Camden

### SECTION 3

Any Fire Officer who is entitled to meal money in accordance with practice shall receive seven dollars (\$7.00) per meal not to exceed three (3) times in a twenty-four (24) hour period. *MW*

## ARTICLE XXV - UNIFORMS

### SECTION 1

The City agrees not to change the basic uniform or any portion thereof, currently utilized by employees, without providing the necessary sums for the purchase of such new items, in addition to the clothing allowance provided for by this Agreement.

### SECTION 2

The City agrees to provide all safety gear, equipment and uniforms to comply with OSHA standards.

### SECTION 3

All members shall be issued a second set of Bunker Gear as of December 31, 1998. Effective at the signing of this Agreement, members shall have access to current inventory when in need of immediate replacement of damaged or wet Bunker Gear.

### SECTION 4

The City agrees to provide replacement for any safety gear, equipment and uniform stolen out of a Fire Department Facility or vehicle. *mw*

## ARTICLE XXVI - WAGES

### SECTION 1

The wages for employees shall be as provided for in Schedule A, attached hereto and made part hereof, and as provided for by an Ordinance to be adopted and reflect the following increases: \$1,500 to base on January 1, 2005, (2%) to base on January 1, 2006, (2%) to base on July 1, 2006, (1%) plus \$450 to base on January 1, 2007, (3%) to base on July 1, 2007, (4%) to base on January 1, 2008.

### SECTION 2

Holiday pay for all employees covered under Local 2578 will be included in base at all levels of the salary grade and will be used for all calculations regarding payment. Holiday leave time on the promotion will be prorated to the time of promotion and the employee shall be liable to the City for any time used in excess of the amount earned.

### SECTION 3

The practice of appointing employees to higher ranks in an acting capacity is discouraged. Any employee required to act in such higher ranking capacity after the completion of one full shift of work, shall receive pay commensurate with such position in which he/she acts.

The employee to be appointed temporarily to the higher ranking position shall be the employee who is placed highest on the current NJ Department of Personnel promotional list within his/her respective unit. At such time when there is no standing promotional list, employees to be appointed to the higher ranking position shall be the most senior employee in the Department assigned to that particular unit. *MW*

## ARTICLE XXVII - PAY PERIOD

### SECTION 1

Employees shall be paid every two (2) weeks for a period of fifty-two (52) weeks in accordance with the provision of the City Ordinance.

### SECTION 2

Employees shall be paid at 3:00 p.m., on Thursday, if they so desire, when possible. *MS*

## ARTICLE XXVIII - TRAVELING EXPENSES

All employees traveling outside of the City on official business, at the explicit direction of their superior, or in response to a subpoena and summons issued to the employee as a result of the performance of his/her duties, shall be paid for all reasonable expenses incurred in such travel, including meals at \$15.00 per day. The City shall endeavor to provide an automobile for such travel and when such automobile is not provided, shall pay the employee at the prevailing federal rate per mile for such travel, which now is .40 cents per mile. Employees shall be paid for all overtime incurred. *m/w*

## ARTICLE XXIX - SEVERABILITY

In the event that any provisions of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses. *MW*

## ARTICLE XXX - INSURANCE, HEALTH AND WELFARE

### SECTION 1

The City shall continue to maintain and provide all insurance coverage as provided and set forth in the Plan Document. The City represents that said Plan is substantially similar or better than the Plan provided at the commencement of negotiations, and that any disparity resulting in additional costs to the employee/member will be borne by the City.

### SECTION 2

Holiday pay for all employees covered under Local 2578 will be included in base at all levels of the salary grade and will be used for all calculations regarding payment. Holiday leave time on the promotion will be prorated to the time of promotion and the employee shall be liable to the City for any time used in excess of the amount earned.

### SECTION 3

Notwithstanding other provisions of this Article, the City of Camden shall continue its Health Benefits Program, including all benefit and coverage levels, usual and customary rates and deductible charges for its employees and their families.

### SECTION 4

Major Medical deductions shall be established on the basis of one hundred dollars (\$100.00) per year for individual coverage and two hundred and fifty dollars (\$250.00) per year for family coverage. The major medical lifetime maximum cap for current employees and retirees shall be one million dollars (\$1,000,000.00).

### SECTION 5

Notwithstanding other provisions of this Article, the City reserves the right to change its Health Benefit Program and Benefit Administrator so long as no less benefits are provided and that prior to such change that the City provide thirty (30) days notice to the Union/Association for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges.

The City will provide the Union/Association any and all plan documents of the current and proposed plans and allow the Union/Association to have contact with any proposed Insurance Carrier or Health Benefit Plan Administrator. The Union/Association shall be permitted to present alternative Carriers or Administrators during the proposal period however, the City is not obligated to engage such Carriers or Administrators. *MW*

## SECTION 6

When an employee retires at age sixty-five or reached the age of sixty-five (65), and has his/her hospital plan supplemented by Medicare, the City will reimburse the employee/member for the cost of the Medicare Plan.

## SECTION 7

When any employee covered under this Agreement retires, his/her hospitalization plan, paid by the City of Camden, shall be maintained by the City until that employee is covered by Medicare and at such time, the City will become the secondary coverage to Medicare.

## SECTION 8

Employee/members shall receive a full paid dental program covering themselves and their dependents. For those who retire after 1-1-91 any premium increases shall be paid by the retiree if the retiree elects to remain in the Dental Program.

## SECTION 9

The City agrees to provide health insurance for all employees retiring on a disability pension or regular pension in accordance to applicable State Statutes and which insurance is to include dental and prescription. Employees desiring to maintain dental coverage after retirement may opt to continue coverage but must pay the established premium for same.

Employees retiring with 25 or more years of credible service in the PFRS and at least 20 years of service with the City of Camden shall be eligible to retain such coverage as they have at the time of retirement if appropriate under NJSA 40A:10-23. The appropriate Ordinance of the City providing such coverage as defined in the stated provisions of the statute shall be implemented and maintained as of July 1, 2005.

## SECTION 10

The City shall provide one hundred twenty dollars (\$125.00) to the Union which shall be prorated per employee/member per year for an eyeglass insurance program. Effective January 01, 2005 the City shall provide one hundred twenty five dollars (\$125.00) per employee/member per year to the Union to administer the eyeglass insurance program, which shall be prorated upon membership.

## SECTION 11

Beginning with the re-enrollment for December 1, 2005 all groups will be entitled to the current plan in the City of Camden Health Benefit Program referred to as Aetna V as the base plan for the employees, premium co pays will be the difference in premiums *mw*

established for that plan and any higher amount of an optional plans an employee may choose. Premium co-pay for the employees opting to remain in the Aetna Self Insured Plan will become an optional plan but shall not exceed \$25 per month on December 1, 2005, \$35 on December 1, 2006, \$50 on December 1, 2007 base plan per month.

#### **SECTION 12**

The City and Union shall adopt the South Jersey Stress Unit's Policy for the handling and treatment of its employees who have been or involved in a critical incident or traumatic event. This Policy will be made available to the employees for their review.

#### **SECTION 13**

The Association may participate in an Opt Out Program which may be implemented by City upon review and agreement.

#### **SECTION 14**

The current co-pays of \$5 for generic, \$10 for brand name and free for mail order will continue until June 30, 2006 and then on July 1, 2006 the co-pay will be \$12 for brand name and \$7.00 for generic. Mail order will remain at no cost.

#### **SECTION 15**

Effective January 1, 1998, the employees will be included in the N.J. State Disability Insurance or similar program. *MW*

## ARTICLE XXXI - PROMOTIONAL EXAMINATIONS

### SECTION 1

The City agrees that when it determines that sufficient vacancies exist, it will request the N.J. Department of Personnel to administer a promotional examination.

### SECTION 2

Promotions shall be in accordance with N.J. Department of Personnel rules and regulations.

### SECTION 3

The City agrees to make reasonable efforts to mitigate the number of permanent vacancies filled by provisional appointments.

### SECTION 4

New Jersey Department of Personnel examinations for positions in the City of Camden may be taken by Fire Officers. Individuals will be excused from duty on the day of the examination and suffer no loss of pay.

### SECTION 5

All leaves shall be reported to the officer in command of the respective division or bureau. *MW*

## ARTICLE XXXII - LABOR - MANAGEMENT MEETING

### SECTION 1

The City agrees to meet with the Union/Association once each month to discuss labor-management issues. These meetings shall be mutually selected and set in advance for consistency (i.e., 3rd Tuesday of every month). The time an employee attends the meeting shall not be charged to the employee.

### SECTION 2

The Union/Association and the City shall provide each other with an agenda at least one (1) week prior to said meeting. This agenda shall set forth the issue to be discussed. Issues for discussion may be concerning any matter relating to the terms and conditions of employment, disciplinary actions, or any matter which effects or could effect the operation of the City.

### SECTION 3

These labor-management meetings shall not be for greater than three (3) hours in duration unless, both parties agree to continue and may not be attended by more than two representatives from the Union.

### SECTION 4

The parties may take written or electronic minutes of this meeting however, all minutes are confidential to the parties and cannot be divulged to the Union/Association membership or City personnel unless both parties agree that certain information can be disclosed.

### SECTION 5

Should the parties negotiate a settlement of any issue, said settlement must be ratified by the membership of the Union/Association and the appropriate body for the city.

### SECTION 6

The City agrees to meet with the Union concerning any emergent budget crisis effecting the job security of any member of this Collective Bargaining Agreement may cover. *MLW*

### ARTICLE XXXIII - PREVAILING RIGHTS

All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by written mutual consent. *MW*

## ARTICLE XXXIV - CLOTHING ALLOWANCE AND MAINTENANCE

### SECTION 1

All employees shall receive a clothing allowance of \$200.00 per year, which shall be payable in January of each year.

### SECTION 2

No clothing allowance shall be paid to any person who shall be absent on any leave of absence without pay for six (6) months or more.

### SECTION 3

Fire Officers shall not be required to wear dress uniform to and from work but Fire Officers shall be required to maintain said dress uniform. *MW*

## ARTICLE XXXV - STANDARD SAFETY STAFFING PROCEDURE

### SECTION 1

The practice of assigning personnel to work in a higher position shall be discouraged. Whenever possible, a Fire Superior Officer shall be assigned to every on duty fire company.

### SECTION 2

The filling of all provisional positions shall be made in accordance with the rules and regulations of the New Jersey Department of Personnel. Any person who shall fill a higher capacity shall meet the requirement of the Department of Personnel for that position.

### SECTION 3

The City, for the purpose of safety and supervision for members of the Camden Fire Division, shall staff all on duty companies with a superior officer (L-2578).

### SECTION 4

Management shall have the right to determine the number of companies and the amount of apparatus to be utilized within the City.

### SECTION 5

This Safety Staffing procedure and the understanding that no restrictions shall be placed on the Fire Superior Officers during the course of this Agreement. *MW*

## ARTICLE XXXVI - LONGEVITY

### SECTION 1

For the duration of this Agreement, all employees shall receive an increase in their pay as a reward for their continuous service in the City of Camden in accordance with the following schedule. Said payments shall become effective on the anniversary day of employment.

### SECTION 2

Longevity payments as specified shall be added to the salaries as base pay and paid biweekly over 26 pays per year. The percentage of increase to annual base salaries for longevity shall be as follows:

<u>Years of Service</u>	<u>Hired before to 1-1-97</u>	<u>Hired after 01-01-97</u>
Entering 0 through the 4th year	0%	0%
Entering 5th through the 9th year	3% of annual base salary	2% of annual base salary
Entering 10th through the 14th year	4% of annual base salary	3% of annual base salary
Entering 15th through the 19th year	5% of annual base salary	5% of annual base salary
Entering 20th through the 20th year	7% of annual base salary	7% of annual base salary
Entering 21st through the 23rd year	9% of annual base salary	9% of annual base salary
Entering 24th year and thereafter	11% of annual base salary	11% of annual base salary

<u>Years of Service</u>	<u>Hired after 2-21-03</u>
Entering 0 through the 4th year	0%
Entering 5th through the 9th year	0%
Entering 10th through the 14th year	3% of annual base salary
Entering 15th through the 19th year	5% of annual base salary
Entering 20th through the 20th year	7% of annual base salary
Entering 21st through the 23rd year	9% of annual base salary
Entering 24th year and thereafter	11% of annual base salary

### SECTION 3

Longevity payments shall become effective on the employee's anniversary date. *mw*

## ARTICLE XXXVII - NO STRIKE PLEDGE

### SECTION 1

The Union/Association covenants and agrees that during the term of this Agreement neither the Union/Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from their positions, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties or employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

### SECTION 2

In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of the employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in this Agreement.

### SECTION 3

The Union will actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

### SECTION 4

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or by its members. *mw*

## XXXVIII - BIDDING SYSTEMS

### SECTION 1

In the event of a position opening due to the promotion, transfer, demotion, retirement or demise of an employee, which should be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions:

1. All positions to be filled by lateral transfer shall be announced by bulletin which shall be posted in convenient locations accessible to all employees for a period of at least ten (10) days. Such position shall be considered open for written bid for this ten (10) day period.
2. In the event more than one (1) employee submits a written bid to the Employer for the bidding, employee with the greatest seniority shall receive first consideration.
3. In the event no bid is received for a posted position, the Employer has the right to offer the position to any employee.
4. This Article does not restrict the Chief of the Fire Department from making any transfers he/she deems necessary for the efficient operation of the Fire Department. *MD*

## ARTICLE XXXIX -LICENSES

### SECTION 1

Fire Official U.F.D./Fire Protection Subcode Officials, Fire Prevention Specialist and Supervising Fire Prevention Specialists U.F.D. shall be entitled to payment based on the highest license which they hold in the following schedule:

R.C.S. License - \$29.00 per pay	\$ 754.00 per year
I.C.S. License - \$60.00 per pay	\$ 1,560.00 per year
H.H.S. License - \$98.00 per pay	\$ 2,548.00 per year

The payments shall be made as part of base pay each payroll to the employees holding these titles:

### SECTION 2

The license pay stipulated in this Article shall continue to be as part of the base pay and will be in addition to those salaries stated in Schedule A. *mw*

**ARTICLE XXXX - TERM AND RENEWAL**

**SECTION 1**

This agreement shall be in full force and effect as of January 1, 2005 and shall continue in effect to and including December 31, 2008.

**SECTION 2**

All financial provisions of this Agreement shall be retroactive to January 1, 2005 unless otherwise provided.

**SECTION 3**

Negotiations for a successor Agreement to this contract shall begin no later than October 1, 2007  
*8 MW*

**SECTION 4**

All provisions of this Agreement shall remain in effect until a successor Agreement becomes effective.

**SECTION 5**

All prior Arbitration Awards reflecting an Article or Articles herein, shall remain in full effect for the term of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set with their hands and seals at Camden, New Jersey on the *4th* of *April*, 2005.

International Association of Fire Fighters  
Local 2578

By: *[Signature]*  
President

Witness: *[Signature]*

City of Camden  
Camden County, New Jersey

By: *[Signature]*  
Mayor

Witness: *[Signature]*

## SCHEDULE A

### SALARIES

Longevity payments as specified in the labor agreements shall be added to the salaries listed and paid biweekly over twenty-six (26) pays per year

Percentage Salary Increase	1,500	2%	2%	1% + \$450	3%	4%
Effective Date	1/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Fire Captain	81,105	82,727	84,382	85,675	88,246	91,776
Sr. Fire Captain*	84,285	85,971	87,690	89,017	91,688	95,355
Asst. Training Officer UFD	81,105	82,727	84,382	85,675	88,246	91,776
Sr. Asst. Training Officer UFD*	84,285	85,971	87,690	89,017	91,688	95,355
Supervising Fire Prevention Specialist UFD	87,382	89,130	90,912	92,271	95,039	98,841
Sr. Supervising Fire Prevention Specialist UFD*	90,813	92,629	94,482	95,877	98,753	102,703
Battalion Fire Chief	88,212	89,976	91,776	93,144	95,938	99,775
Sr. Battalion Fire Chief*	91,677	93,511	95,381	96,785	99,688	103,676
Training Officer UFD	88,212	89,976	91,776	93,144	95,938	99,775
Sr. Training Officer UFD*	91,677	93,511	95,381	96,785	99,688	103,676
Supervising Mechanic UFD	88,212	89,976	91,776	93,144	95,938	99,775
Sr. Supervising Mechanic UFD*	91,677	93,511	95,381	96,785	99,688	103,676
Fire Official/Fire Protection Subcode Official UFD	94,482	96,372	98,299	99,732	102,724	106,833
Sr. Fire Official/Fire Prot. Subcode Official UFD*	98,197	100,161	102,164	103,636	106,745	111,015
Deputy Fire - Tour Commanders	101,790	103,826	105,902	107,411	110,634	115,059

\* entering the 18<sup>th</sup> year in Police and Fire Pension System

## **6. MOTOR VEHICLES**

*Vehicle Master Listing ... 18 September 2012*

Tag #	Year	Make	Model	Color	Vin Id Number	Assigned Dept	Assigned Driver	Comment	Take Home
MG55868	2001	Plymouth	Neon	Blue	1P3E546C81D121801	Admin - Fleet	Cheryl Pine/PF Mechanics		Leave In
MG11151	1992	Ford	F150 Pickup Truck	White	1FTEX15YONK890822	Admin - Fleet - Fueling Truck PW	PW Mechanics	Temporary on loan to department - new transfer in	Leave In
MG50564	2002	Chevy	Impala	White	2G1WF52E629250522	Admin - Fleet - On Loan to Planning & Dev	Benjamin Cardi		Leave In
MG19833	1992	Ford	F350 Pickup Truck	Red	1FDKF38G4NA37360	Admin - Fleet Shop Truck	PF Garage Mechanics		Leave In
MG54696	1992	Ford	F250	Red	1FTHX25MINIK887055	Admin - Fleet Shop Truck	PF Garage Mechanics		Leave In
MG88397	2001	Ford	Crown Victoria	White	2FAFP71W1X118326	Admin - MIS	Ray Calyaban/Josh Suarez		Leave In
MG49529	2002	Ford	F150	White	1FTRX18W92NA94158	Administration - Fleet (PW)	Willie Copes III /Harry Lampkin		Leave In
MG61131	2004	Dodge	Durango	White	1D4HB38N14F218663	Code Enforcement	Director Iraida Alfarañon		Take Home

*Vehicle Master Listing ... 18 September 2012*

MG27775	1996	Ford	Crown Victoria	White	2FALP71W8TX168923	Code Enforcement	Charmaine Morris	Leave In
MG38278	1999	Ford	Crown Victoria	White	2FAFP71W6XX175274	Code Enforcement	Marvin Poveta	Leave In
MG44581	2001	Ford	Crown Victoria	White	2FAFP71W7X118329	Code Enforcement	Ron Carr	Leave In
MG61128	1996	Mercury	GMC Marquis	Black	2MELM75VWX1666262	Code Enforcement	Various	Take Home
MG85041	2000	Chevy	Cavalier	Silver	1G1JC5246Y7359034	Code Enforcement	Nick Falconiero	Leave In
MG85042	2000	Chevy	Cavalier	Silver	1G1JC5249Y7361389	Code Enforcement	Anthony Cimino	Leave In
MG85043	1999	Ford	Contour	White	1FAFP65LOXK229665	Code Enforcement	Linda Smith	Leave In
MG85049	1999	Ford	Escort	Green	1FAFP1OP9XW285965	Code Enforcement	Eugene Emenecker	Leave In
MG85051	1999	Ford	Escort	Blue	1FAFP65L9XK161172	Code Enforcement	Georgann Schrider	Leave In
MG85052	2001	Chevy	Cavalier	White	1G1JC524217373583	Code Enforcement	William Revatis	Leave In
MG86861	1998	Ford	Crown Victoria	White	2FAFP71WXXWX104982	Code Enforcement	Keith Raveling	Leave In
MG92838	1997	Ford	Crown Victoria	Black	2FALP74WXX202164	Code Enforcement	Judith Lugo	Leave In
MG93210	2001	Ford	Crown Victoria	White	2FAFP71W51X118327	Code Enforcement	Doris Arch/Reese Sanchez	Leave In

*Vehicle Master Listing --- 18 September 2012*

MG72704	2006	Dodge	Durango	Silver	1D4HB38P96F192124	Code Enforcement - Bldg Insp	James Rizzo Pending Assessment of Vehicle to determine if rehab or Auction	Take Home
MG24670	1996	Ford	Crown Victoria	White	2FALP71W4TX119671	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	
MG38268	1999	Ford	Crown Victoria	White	2FAFP71W8XX175261	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	
MG38273	1999	Ford	Crown Victoria	White	2FAFP71W2XX175269	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	
MG38274	1999	Ford	Crown Victoria	White	2FAFP71W9XX175270	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	
MG38281	1999	Ford	Crown Victoria	White	2FAFP71W1XX175277	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	
MG38282	1999	Ford	Crown Victoria	White	2FAFP71W3XX175278	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	
MG38287	1999	Ford	Crown Victoria	White	2FAFP71W9XX175267	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	
MG38302	1999	Ford	E250	White	1FTNE24L5XH816295	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	To become parts vehicle for body shop
MG38311	1999	Ford	E250	White	1FTNE24L7XH816296	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	To become parts vehicle for body shop
MG39113	1999	Ford	Crown Victoria	White	2FAFP71W8XX191329	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	
MG55844	2003	Ford	Crown Victoria	Black/White	2FAFP71W43X178457	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	
MG55847	2003	Ford	Crown Victoria	Black/White	2FAFP71W43X178460	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	

*Vehicle Master Listing --- 18 September 2012*

MG55849	2003	Ford	Crown Victoria	Black/White	2FAFP71W83X178462	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	To become parts vehicle for body shop
MG55852	2003	Ford	Crown Victoria	Black/White	2FAFP71W53X178465	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	To become parts vehicle for body shop
MG55855	2003	Ford	Crown Victoria	Black/White	2FAFP71W93X178468	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	To become parts vehicle for body shop
MG55859	2003	Ford	Crown Victoria	Black/White	2FAFP71W03X178472	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	To become parts vehicle for body shop
MG62421	2005	Ford	Crown Victoria	White/Black	2FAFP71W55X102457	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	To become parts vehicle for body shop
MG62437	2005	Ford	Crown Victoria	White/Black	2FAFP71W05X102446	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	To become parts vehicle for body shop
MG75571	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W57X123876	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	To become parts vehicle for body shop
MG85050	1997	Ford	Escort	white	1FALP71P7VW405360	Decommissioned	Pending Assessment of Vehicle to determine if rehab or Auction	Was Code Enforcement - Blew Engine - To Costly
MG65256	2004	Ford	Crown Victoria (Police Interceptor)	Black	2FAFP73W54X107878	Finance	Director Glynn Jones	Take Home
MG85059	2010	Chevy	Impala	Cyber Grey	2G1WA5EK3A1176246	Finance - Grants Mgmt	Linda Pugh	Leave In
MG86864	2010	Chevy	Impala	Imperial Blue	2G1WA5EKXA1181136	Finance - Grants Mgmt	Various	Leave In
Fireboat 2	1999	Powerline	Skip 16ft. Boat w/motor	Silver	EKH00888F999	Fire	Various	Leave
MG38258	1974	Homemade (NITRL)	Trailer		HMDCA13556212000	Fire	Transported	Leave In

*Vehicle Master Listing --- 18 September 2012*

Vehicle ID	Year	Make	Model	Unit	Color	VIN	Category	Notes	Status
MG38697	2000	MAKO	Trailer w/Mounted Air	Unit	Red	MAK0005409H234054	SCBA Trailer w/Mounted Air		Transported
MG49558	2002	Ford	Expedition	Expedition	White	1FMPU16LX2LA95965	Expedition		Spare Fire
MG50561	2002	Ford	Expedition	Expedition	White	1FMPU16L42LA95962	Expedition		Spare Fire
MG50563	2002	Ford	Expedition	Expedition	White	1FMPU16L22LA95961	Expedition		Spare Fire
MG50561 - Fireboat 1 - George M Jackson	2011	Metalcraft	Firesform	Firesform	White/Red		Firesform	Based at Marine	Various
MG49559	2002	Ford	Expedition	Expedition	White	1FMPU16L02LA95960	Expedition		Spare Fire
MG61520	2004	Car Mate	Trailer (NITRL)	Trailer (NITRL)	-	5A3C610SX4L006886	Trailer (NITRL)		Transported
MG75444	2007	Ford	Expedition	Expedition	White	1FMFK16597LA71957	Expedition		Chief Michael Harper
MG75445	2007	Ford	Expedition	Expedition	White	1FMFK16577LA71956	Expedition		DC Dan Rossi
MG75446	2007	Ford	Expedition	Expedition	White	1FMFK16557LA71955	Expedition		
MG75447	2007	Ford	Expedition	Expedition	White	1FMFK16537LA71954	Expedition		Battalion Chiefs
MG75448	2007	Ford	Expedition	Expedition	White	1FMFK16517LA71953	Expedition		Spare Fire
MG75449	2007	Ford	Expedition	Expedition	White	1FMFK165X7LA71952	Expedition		Accountability Officers

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MG75450	2007	Ford	Expedition	White	1FMFK16587LA71951	Fire	Battalion Chief	Leave In
MG75451	2007	Ford	Expedition	White	1FMFK16567LA71950	Fire		Leave In
MG76247	2007	Dodge	Durango	White	1D8HB38P7F548554	Fire	Michael DiPascale	Take Home
MG76870	2007	Dodge	Ram 4 Dr, Quad, Cab Chassis	White	3D6WH48D27G790631	Fire		Leave
MG76871	2007	Dodge	Ram 4 Dr, Quad, Cab Chassis	White	3D6WH48D07G790630	Fire		Leave
NJ9368GW	2005	Carolina Skiff	21' Open Boat	White	EKH83749C505	Fire	Based at Marina	Leave In
TAB98E	2004	Hackney	Rescue Trailer	Red	1HHE5T314E009009	Fire	Transport Rescue	Leave In
TBL37R	2005	Venture	20' Boat Trailer	Black	47GBK2105B000224	Fire	Transported	Leave In
MG56978	2003	Ford	E350 SD Extended (15 Passenger Van)	White	1FB5531L13HC02014	Fire - Academy Van	Various	Leave In
MG56972	2003	Chevrolet	S10 Pickup Truck with Extended Cab	White	1GCCS19X438275244	Fire - FMO	Fire Marshall's	Take Home on call Shift
MG56973	2003	Chevrolet	S10 Pickup Truck with Extended Cab	White	1GCCS19X238275338	Fire - FMO	Fire Marshall's	Take Home on call Shift
MG56974	2003	Chevrolet	S10 Pickup Truck with Extended Cab	White	1GCCS19X138275864	Fire - FMO	Fire Marshall's	Take Home on call Shift
MG56975	2003	Chevrolet	S10 Pickup Truck with Extended Cab	White	1GCCS19X538276483	Fire - FMO	Fire Marshall's	Take Home on call Shift

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MG56976	2003	Chevrolet	S10 Pickup Truck with Extended Cab	White	1GCCS19X538274572	Fire - FMO	Fire Marshall's	Take Home on call Shift
MG56977	2003	Chevrolet	S10 Pickup Truck with Extended Cab	White	1GCCS19X738274931	Fire - FMO	Fire Marshall's	Take Home on call Shift
MG76246	2007	Dodge	Durango	White	1D8HB38P97F548555	Fire - FMO	Braulio Villegas	Take Home
MG86879	2010	Ford	Econoline Wagon (E350 Superduty Ext XLT - 15 Passenger)	Dark Blue	1FB5S3B56ADA43937	Health & Human Services recreation (HHS)	Ronald Fussell/nancy Berrios	Leave In
MG86865	2010	Chevy	Impala	Imperial Blue	2G1WA5EK2A1180711	HHS - Grants Mgmt	Cythia Agosto and Staff	Leave In
MG86880	2010	Ford	Econoline Wagon (E350 Superduty Ext XLT - 15 Passenger)	Dark Blue	1FB5S3B54ADA43936	HHS - Grants Mgmt	Daniel Dozier/Sherie Peason	Leave In
MG51057	2002	Dodge	Ram Van Wagon (16 passenger)	White	2B5WB35Z22K120504	HHS - Youth Service	Ronald Fussell/nancy Berrios	Leave In
MG61133	2004	Dodge	Durango	Black	1D4HB38N34F218664	Law Dept	Marc Riondino	Take Home
ZNT 435	2008	Dodge	Durango	Blue	1D8HB38N68F148310	Mayor's	Mayor's Office	Take Home
MG44559	2001	Ford	Crown Victoria	White/Blk	2FAFP71W21X118321	Parts Car - Body Shop		Pending Future Auction - Stripped Down
MG49528	2002	Ford	F150	White	1FTRX18W02NA88801	Parts Car - Body Shop		Pending Future Auction - Stripped Down
MG62707	2004	Ford	Crown Victoria	Black/White	2FAFP71WX4X140278	Parts Car - Body Shop		Pending Future Auction - Stripped Down
MG70064	2006	Ford	Ranger (4x2)	White	1FTYR14D86PA17074	Parts Car - Body Shop		Pending Future Auction - Stripped Down

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MG74407	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W77X123877	Parts Car - Body Shop	Pending Future Auction - Stripped Down	At Body Shop
MG83359	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAFP71V68X152506	Parts Car - Body Shop	Pending Future Auction - Stripped Down	At Body Shop
MG83361	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAFP71V48X152505	Parts Car - Body Shop	Pending Future Auction - Stripped Down	At Body Shop
MG83364	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAFP71V28X152504	Parts Car - Body Shop	Pending Future Auction - Stripped Down	At Body Shop
MG88342	2004	Dodge	Durango	Grey	1D4HB38N84F218661	Planning & Development	Director Edward Williams	Take Home
MG75590	1994	Ford	Crown Victoria	Black	2FALP71WBRX136305	Planning & Development - VEZ	Joe Thomas	Leave In
MG65251	1998	Ford	Crown Victoria (Police Interceptor)	Blue	2FAFP71W8WX142002	Planning & Development - Capital Impr.	Uzo Ahiarawe and Staff	Leave In
MG88336	2010	Ford	Crown Victoria (PI)	Black	1FABP7BV2AX146981	Planning & Development - VEZ	Vince Basara	Leave In
4399B	2001	Harley Davidson	Motorcycle FLHTPI DOM	Black	1HD1FMW161Y654612	Police	Motorcycle Officer	Leave In
4632D	2001	Harley Davidson	Motorcycle FLHTPI DOM	Black	1HD1FMW131Y644863	Police	Motorcycle Officer	Leave In
4633D	2001	Harley Davidson	Motorcycle FLHTPI DOM	Black	1HD1FMW131Y644409	Police	Motorcycle Officer	Leave In
4634D	2001	Harley Davidson	Motorcycle FLHTPI DOM	Black	1HD1FMW191Y654149	Police	Motorcycle Officer	Leave In
4635D	2001	Harley Davidson	Motorcycle FLHTPI DOM	Black	1HD1FMW101Y652208	Police	Motorcycle Officer	Leave In

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Vehicle ID	Year	Make/Model	Motorcycle FLHTPI DOM	Black	VIN	Police	Motorcycle Officer	Specialized Vehicles	Leave In
4644D	2001	Harley Davidson	Motorcycle		1HD1FMWV161Y643884	Police			Leave In
MG32928	1998	Ford	Explorer	White	1FMZU34E1WUUA83647	Police		Fleet	Leave In
MG32933	1998	Ford	Crown Victoria	White	2FAPF71WXXW104965	Police		Fleet	Leave In
MG35740	1999	Ford	Pick Up	White	1FTNX2159XEE52118	Police		Fleet	Leave In
MG35741	1999	Chevy	Suburban	White	1GN GK26R7J507600	Police		TAC - ESU	Leave In
MG35906	1998	Ford	Cargo Van/E250	White	1FTNE24L9WHB76370	Police		ID Bureau	Leave In
MG35908	1998	Ford	Cargo Van/E250	White	1FTNE24LOWHB76371	Police		Fleet - Spare	Leave In
MG37992	1991	Dodge	Ram Pickup	Red	1B7GE06YXMS246500	Police		Fleet	Leave In
MG38245	1999	Chevy	Tahoe	White	1GNEC13R1XR153545	Police	Officer Robert Vallen	Fatals	Take Home
MG38257	2000	Sealion	Motorcycle Trail	Black	45LCS0810Y2065010	Police		Specialized Vehicles	Leave In
MG38270	1999	Ford	Crown Victoria	White	2FAPF71W5XX175264	Police		Fleet	Leave In
MG38303	1999	Ford	E250	White	1FTNE24L9XHB16297	Police		Fleet - Spare	Leave In
MG38312	1999	Ford	E250	White	1FTNE24L3XHB16294	Police		ID Bureau	Leave In

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MG38687	2000	Ford	F350	White/Blk	1FD5F3554YED40832	Police	TAC - ESU	Leave In
MG38702	2001	Ford	E350 Econoliner (Arrest Van)	White/Black	1FB5531L61HA53936	Police	Inv Bureau	Leave In
MG41250	1999	Ford	E250 Van	White	1FTNE2424XH839610	Police	ID Bureau	Leave In
MG41256	2000	Ford	Crown Victoria	White/Blk	2FALP71W7YX11147	Police	ORT	Leave In
MG41258	2000	Ford	Crown Victoria	Black	2FALP71W0YX11149	Police	Fleet	Leave In
MG44460	2001	Ford	Crown Victoria	White/Blk	2FAFP71W71X118346	Police	Fleet	Leave In
MG44463	2001	Ford	Crown Victoria	White/Blk	2FAFP71W91X118350	Police	Inv Bureau	Leave In
MG44554	2001	Ford	Crown Victoria	White/Blk	2FAFP71W51X118328	Police	Fleet	Leave In
MG44560	2001	Ford	Crown Victoria	White/Blk	2FAFP71W11X118343	Police	Fleet - Side Jobs	Leave In
MG44561	2001	Ford	Crown Victoria	White/Blk	2FAFP71W51X118344	Police	ORT	Leave In
MG44562	2001	Ford	Crown Victoria	White/Blk	2FAFP71W71X118315	Police	Inv Bureau	Leave In
MG44563	2001	Ford	Crown Victoria	White/Blk	2FAFP71W91X118316	Police	Fleet - Side Jobs	Leave In
MG44565	2001	Ford	Crown Victoria	White/Blk	2FAFP71W21X118318	Police	Inv Bureau	Leave In

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MG44567	2001	Ford	Crown Victoria	White/Blk	2FAFP71W61X118359	Police	Fleet	Leave In
MG44568	2001	Ford	Crown Victoria	White/Blk	2FAFP71W41X118356	Police	Fleet	Leave In
MG44569	2001	Ford	Crown Victoria	Black	2FAFP71W61X118357	Police	ORT	Leave In
MG44572	2001	Ford	Crown Victoria	White/Blk	2FAFP71W61X118340	Police	ORT	Leave In
MG44573	2001	Ford	Crown Victoria	White/Blk	2FAFP71W81X118341	Police	Sgt. Paul Profora	Take Home
MG44574	2001	Ford	Crown Victoria	White/Blk	2FAFP71W51X118345	Police	Inv Bureau	Leave In
MG44575	2001	Ford	Crown Victoria	White/Blk	2FAFP71W71X118352	Police	Fleet	Leave In
MG44576	2001	Ford	Crown Victoria	White/Blk	2FAFP71W91X118353	Police	Administration	Leave In
MG44577	2001	Ford	Crown Victoria	White/Blk	2FAFP71W01X118354	Police	Inv Bureau - SMASH	Leave In
MG49511	1999	Ford	Crown Victoria	White/Blk	2FAFP71W6XX175260	Police	Fleet	Leave In
MG49519	1994	Chevy	MTRHM (Portable Trailer)	White	1GBKP37N8R3325079	Police	RTOIC	Leave In
MG49525	2002	Ford	Econoliner (E350)	White	1FB551L12HA53392	Police	ORT	Leave In
MG5252	1994	Sundown	Trailer (Horse)	White	13SS5112XR1E23146	Police		Leave In

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MG	Year	Make	Model	Color	VIN	Officer	Unit	Leave In
MG5254	1994	Dodge	Van	White	2B4H15Y8R7K582861	Police	QRT - Crossing Guard	Leave In
MG53406	2002	Ford	E250 Econoliner Van	White	1FTNE24L42HB30567	Police	Fleet	Leave In
MG56866	1998	Ford	Crown Victoria	White	2FAFP71W7WX104969	Police		Leave In
MG56868	2003	Ford	Econoline Van (e250)	White	1FTNE24L13HA79613	Police	Central	Leave In
MG57LS	2001	Ford	Econoliner	White	1FTNE24YN9MHA11972	Police		Leave In
MG62703	2004	Ford	Crown Victoria	Black/White	2FAFP71W14X120792	Police	Fleet Spare	Leave In
MG64860	2001	Ford	Crown Victoria	White/Blk	2FAFP71W81X118338	Police		Leave In
MG70085	1999	Ford	Crown Victoria	White	2FAFP71W8XX175275	Police		Leave In
MG72703	1998	Ford	Crown Victoria	White	2FAFP71W3WX104984	Police	Inv Bureau	Leave In
MG72709	2006	Ford	Taurus (4 Door Sedan)	White	1FAPF53256A256658	Police	Internal Affairs	Leave In
MG72711	2006	Ford	Taurus (4 Door Sedan)	White	1FAPF53206A256664	Police	Pct. Jose Rodriguez	Take Home
MG72712	2006	Ford	Taurus (4 Door Sedan)	Black	1FAPF53246A256666	Police	Inv Bureau	Leave In
MG72713	2006	Ford	Taurus (4 Door Sedan)	White	1FAPF53226A256665	Police	Internal Affairs	Leave In

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MG72714	2006	Ford	Taurus (4 Door Sedan)	L Tundra	1FAFP53296A256663	Police	Internal Affairs	Leave In
MG72715	2006	Ford	Taurus (4 Door Sedan)	Silver	1FAFP53256A256661	Police	Inv Bureau	Leave In
MG72716	2006	Ford	Taurus (4 Door Sedan)	Tungsten	1FAFP53236A256660	Police	Sgt. Wayne McFadden Inv Bureau	Take Home
MG75386	1997	Ford	Taurus	Black	1FALP52U5VA280401	Police	Internal Affairs	Leave In
MG79027	2008	Ford	E250 (Econoline) Van	White/Black	1FTNE24LX7DR40633	Police	Night Patrol	Leave In
MG83352	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAPF71V88X168738	Police	Day Patrol	Leave In
MG83353	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAPF71V68X168740	Police	QRT - LPR	Leave In
MG83354	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAPF71V88X168741	Police	Day Patrol	Leave In
MG83355	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAPF71VX8X168742	Police	QRT - LPR	Leave In
MG83356	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAPF71V68X168737	Police	QRT - LPR	Leave In
MG83358	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAPF71V68X170505	Police	QRT - LPR	Leave In
MG83360	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAPF71V718X170508	Police	QRT - LPR	Leave In
MG83362	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wht	2FAPF71V88X155200	Police	QRT - LPR	Leave In

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MG83363	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V38X155203	Police	Night patrol	Leave In
MG83365	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V38X155198	Police	QRT	Leave In
MG83366	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V88X170506	Police	Night Patrol	Leave In
MG83367	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V8X170507	Police	QRT - LPR	Leave In
MG83368	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V38X170509	Police	QRT - LPR	Leave In
MG83369	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V8X170510	Police	QRT - LPR	Leave In
MG83370	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V8X170511	Police	QRT - LPR	Leave In
MG83371	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V38X170512	Police	QRT - LPR	Leave In
MG83372	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V58X170513	Police	Day Patrol	Leave In
MG83374	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V78X168752	Police	Night Patrol	Leave In
MG83376	2008	Ford	Crown Victoria (Police Interceptor)	Blk/wh	2FAFP71V58X175652	Police	QRT - LPR	Leave In
MG84316	1999	Ford	Crown Victoria	White/Blk	2FAFP71W5XX175279	Police	Fleet - Side Job	Leave In
MG84317	1999	Ford	Crown Victoria	white	2FAFP71W1XX175280	Police	Fleet - Side Job	Leave In

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MC88363	1998	Ford	Explorer	White	1FMZU34E8WUA83646	Police	Fleet	Leave In
MG95472	2008	Ford	Crown Victoria (Police Interceptor)	Blk/Wh	2FAFP71V08X168734	Police	Day Patrol	Leave In
MG95473	2001	Ford	Crown Victoria	White/Blk	2FAFP71W91X116453	Police	Fleet - Spare	Leave In
MT959R	2001	Ford	Taurus	Tan	1FAFP52231G170417	Police	Fleet	Leave In
MX281X	1992	Jeep	Cherokee	White	1J4F8853N1196690	Police	Fleet	Leave In
RD187W	1997	Ford	Taurus	Green	1FALP52U7VA280402	Police		Leave In
RH172G	2002	Ford	Crown Victoria	Black	2FAFP71W72X128943	Police	ORT	Take Home
RH189G	2002	Ford	Crown Victoria	Red	2FAFP71W52X128942	Police	Fleet	Leave In
RH247P	1993	Chevy	Lumina	White	2G1WL54T3P9262834	Police		Leave In
TL897U	2011	Parker	Trailer (with mounted speed box on)	White	13ZRT0314B1004191	Police	Specialized Vehicles	Leave In
UW662Z	1994	Honda	Accord	Red	1HGCD5666RA068743	Police		Leave In
ADG4574	2001	Mitsubishi	Mirage	Silver	JA3AY26C21U028949	Police		Leave In
D60AER	2010	Ford	F150 Pickup Truck	Black	1FTEWAC81AFD91752	Police	Marshall's Officer	Take Home

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H25AEW	2010	Chevy	Impala	Metallic Blue	2G1WD5EMOA1235018	Police	Inv. Bureau - SMASH	Leave In
JFV63A	1999	Ford	Crown Victoria	Black	2FAFP71W7XX196473	Police	QRT - Supervisor	Leave In
KHH51T	2000	Ford	Taurus	Silver	1FAPF522XXYA202390	Police	Internal Affairs	Leave In
KHH53T	2000	Ford	Taurus	Tan	1FAPF5225YA202393	Police	Inv. Bureau - SMASH	Leave In
KHH54T	2000	Ford	Taurus	Red	1FAPF5227YA202394	Police	Fleet	Leave In
KHH55T	2000	Ford	Taurus	Green	1FAPF5220YA202396	Police	Inv. Bureau	Leave In
KHH58T	2000	Ford	Taurus	Black	1FAPF5226YA202399	Police	Fleet	Leave In
KHH59T	2000	Ford	Taurus	Blue	1FAPF5229YA202400	Police	Fleet	Leave In
LM912G	1997	Ford	Crown Victoria		2FALP73WVX164627	Police	Internal Affairs	Leave In
M258Y	1994	Harley	1340	White	1HD1DFL19RY500686	Police	Motorcycle Officer	Leave In
MG21567	1996	Jeep	Cherokee	White	1J4FJ68S2TL193863	Police	Fleet	Leave In
MG51963	2002	Ford	Van (E250)	White	1FTNE24L72HA84877	Police	Fleet	Leave In
MG51964	2002	Ford	Van (E250)	White	1FTNE24L52HA84876	Police	Fleet	Leave In

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MG53405	2002	Ford	E250 Econoliner Van	White	1FTNE24L22HB30566	Police	ID Bureau	Leave In
MG54671	2002	Ford	Pickup (Utility Body)	White	1FDWF37E62ED10823	Police	Fleet	Leave In
MG54690	2003	Ford	Expedition XLT 4X4	White	1FMPU16LX3LB02589	Police	Sgt. William Murray Administration	Take Home
MG54691	2003	Ford	Expedition XLT 4X4	White	1FMPU16L63LB02587	Police	Fleet	Leave In
MG54692	2003	Ford	Expedition XLT 4X4	White	1FMPU16L83LB02588	Police	Lt. Joseph Sponare Administration	Take Home
MG55087	1996	Dodge	Ram Van (16 Passenger)	White	2B5WB35Z3TK121579	Police	Fleet	Leave In
MG55089	2003	Ford	Crown Victoria	Black/White	2FAFP71W03X178455	Police	Night Patrol	Leave In
MG55841	2003	Ford	Crown Victoria	Black/White	2FAFP71W73X178453	Police	Inv Bureau	Leave In
MG55843	2003	Ford	Crown Victoria	Black/White	2FAFP71W23X178456	Police	Inv Bureau	Leave In
MG55845	2003	Ford	Crown Victoria	Black/White	2FAFP71W63X178458	Police	Fleet - Spare	Leave In
MG55846	2003	Ford	Crown Victoria	Black/White	2FAFP71W83X178459	Police	Internal Affairs	Leave In
MG55848	2003	Ford	Crown Victoria	Black/White	2FAFP71W63X178461	Police	ORT	Leave In
MG55853	2003	Ford	Crown Victoria	Black/White	2FAFP71W53X178466	Police	ORT	Leave In

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MG55854	2003	Ford	Crown Victoria	Black/White	2FAFP71W73X178467	Police	Inv Bureau	Leave In
MG55856	2003	Ford	Crown Victoria	Black/White	2FAFP71W03X178469	Police	Fleet Spare	Leave In
MG55857	2003	Ford	Crown Victoria	Black/White	2FAFP71W73X178470	Police	QRT	Leave In
MG55860	2003	Ford	Crown Victoria	Black/White	2FAFP71W23X178473	Police	Night Patrol	Leave In
MG55861	2003	Ford	Crown Victoria	Black/White	2FAFP71W43X178474	Police	Internal Affairs	Leave In
MG55862	2003	Ford	Crown Victoria	Black/White	2FAFP71W83X178476	Police	QRT	Leave In
MG55863	2003	Ford	Crown Victoria	Black/White	2FAFP71W63X178475	Police	Fleet Spare	Leave In
MG56867	2003	Ford	Econoline Van (E250)	White	1FTNE24L33HA79614	Police	QRT	Leave In
MG61136	1999	Ford	Crown Victoria	Maroon	2FAFP71W9XX175303	Police	Fleet	Leave In
MG61328	2005	Ford	Crown Victoria	White/Black	2FAFP71W25X102450	Police	Fleet - Side Jobs	Leave In
MG61329	2005	Ford	Crown Victoria	White/Black	2FAFP71W45X102448	Police	QRT	Leave In
MG62410	2005	Ford	Crown Victoria	White/Black	2FAFP71W65X102452	Police	QRT	Leave In
MG62412	2005	Ford	Crown Victoria	White/Black	2FAFP71W45X102451	Police	Day Patrol	Leave In

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MG62413	2005	Ford	Crown Victoria	White/Black	2FAFP71W35X102456	Police	Night Patrol	Leave In
MG62414	2005	Ford	Crown Victoria	White/Black	2FAFP71W55X106282	Police	Night Patrol	Leave In
MG62416	2005	Ford	Crown Victoria	White/Black	2FAFP71W35X106281	Police	Fleet - Spare	Leave In
MG62417	2005	Ford	Crown Victoria	White/Black	2FAFP71W15X102455	Police	QRT	Leave In
MG62418	2005	Ford	Crown Victoria	White/Black	2FAFP71W15X102469	Police	Day Patrol	Leave In
MG62420	2005	Ford	Crown Victoria	White/Black	2FAFP71W25X102464	Police	Night Patrol	Leave In
MG62422	2005	Ford	Crown Victoria	White/Black	2FAFP71W45X102465	Police	Night Patrol	Leave In
MG62423	2005	Ford	Crown Victoria	White/Black	2FAFP71W55X102460	Police	Night Patrol	Leave In
MG62428	2005	Ford	Crown Victoria	White/Black	2FAFP71W85X102467	Police	Night Patrol	Leave In
MG62429	2005	Ford	Crown Victoria	White/Black	2FAFP71W95X102459	Police	Day Patrol	Leave In
MG62430	2005	Ford	Crown Victoria	White/Black	2FAFP71W85X102453	Police	Fleet Spare	Leave In
MG62431	2005	Ford	Crown Victoria	White/Black	2FAFP71W95X102445	Police	Night Patrol	Leave In
MG62432	2005	Ford	Crown Victoria	White/Black	2FAFP71WX5X102454	Police	Night Patrol	Leave In

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MG62433	2005	Ford	Crown Victoria	White/Black	2FAFP71W95X102462	Police	QRT	Leave In
MG62435	2005	Ford	Crown Victoria	White/Black	2FAFP71W5X102468	Police	Day Patrol	Leave In
MG62436	2005	Ford	Crown Victoria	White/Black	2FAFP71W05X106285	Police	QRT	Leave In
MG62438	2005	Ford	Crown Victoria	White/Black	2FAFP71W05X102463	Police	QRT	Leave In
MG62704	2004	Ford	Crown Victoria	Black/White	2FAFP71W34X130773	Police	Day patrol	Leave In
MG62705	2004	Ford	Crown Victoria	Black/White	2FAFP71W54X124490	Police	Night Patrol	Leave In
MG62706	2004	Ford	Crown Victoria	Black/White	2FAFP71W94X124489	Police	Day patrol	Leave In
MG72710	2006	Ford	Taurus (4 Door Sedan)	Beige	1FAFP53266A256667	Police	Inv Bureau	Leave In
MG74384	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W67X114345	Police	Day patrol	Leave In
MG74385	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W87X114346	Police	Night Patrol	Leave In
MG74387	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W17X114348	Police	Day patrol	Leave In
MG74389	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W17X117668	Police	Day patrol	Leave In
MG74390	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W87X123872	Police	Day patrol	Leave In

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MG74391	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W37X117669	Police	Night Patrol	Leave In
MG74403	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W87X123869	Police	Night Patrol	Leave In
MG74405	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W47X123870	Police	Day patrol	Leave In
MG74406	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71WX7X123873	Police	Night Patrol	Leave In
MG75370	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W17X123874	Police	Day	Leave In
MG75372	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71WX7X129480	Police	Night Patrol	Leave In
MG75373	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W37X123875	Police	Day Patrol	Leave In
MG75374	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W67X123871	Police	Day Patrol	Leave In
MG77853	2006	Ford	F350 Cutaway Van	Grey	1FDWE55LX6D841963	Police	TAC - ESU	Leave In
MG79028	2008	Ford	E250 (Econoline) Van	White/Black	1FTNE24L17DB40634	Police	Fleet	Leave In
MG79029	2008	Ford	E250 (Econoline) Van	White/Black	1FTNE24L28DA12159	Police	QRT	Leave In
MG79716	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2FAFP71W47X114344	Police	Night Patrol	Leave In
MG84315	2003	Ford	Crown Victoria	Black/White	2FAFP71W93X178454	Police	Fleet - Side Jobs	Leave In

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MG85039	2007	Ford	Crown Victoria (Police Interceptor)	Black/White	2EAFP71W17X123504	Police	Night Patrol	Leave In
MG87915	2011	Freedom International	Truck (Command post Mobile)	Black	4UZAARD12BCAW7631	Police	RTTOIC	Leave In
MG88252	1997	Mercury	GMC Marquis	Red	2MELM74W5VX603221	Police	Fleet	Leave In
MG88253	2002	Dodge	Ram Pickup	Black	1D7HU18Z92J188505	Police	ID Bureau	Leave In
MG88349	2011	Chevy	Tahoe	Black	1GNLC2E03BR176832	Police	Dr Michael Lynch Administration	Take Home
MG88351	2011	Chevy	Tahoe	Black	1GNLC2E068R176856	Police	Sgt. Deiter Turnstall ORT - Supervisor	Take Home
MG88353	2011	Chevy	Tahoe	Black	1GNLC2E09BR175166	Police	Sgt. Joseph Williams ORT - Supervisor	Take Home
MG88429	2011	Ford	Crown Victoria	Black/White	2FABP7BV8BX108270	Police	ORT	Leave In
MG88430	2011	Ford	Crown Victoria	Black/White	2FABP7BV7BX109281	Police	ORT	Leave In
MG88431	2011	Ford	Crown Victoria	Black/White	2FABP7BV9BX109430	Police	ORT	Leave In
MG88432	2011	Ford	Crown Victoria	Black/White	2FABP7BV6BX109336	Police	ORT	Leave In
MG88433	2011	Ford	Crown Victoria	Black/White	2FABP7BV3BX109438	Police	ORT	Leave In
MG88434	2011	Ford	Crown Victoria	Black/White	2FABP7BV4BX109366	Police	ORT	Leave In

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MG88435	2011	Ford	Crown Victoria	Black/White	2FABP7B6BX109370	Police	ORT	Leave In
MG88436	2011	Ford	Crown Victoria	Black/White	2FABP7B6BX112589	Police	ORT	Leave In
MG95479	2012	Dodge	Charger (4 door)	Black/Wh	2C3CDXAG0CH225223	Police	ORT	Leave In
MG95480	2012	Dodge	Charger (4 door)	Black/Wh	2C3CDXAG02CH225224	Police	ORT	Leave In
MG95481	2012	Dodge	Charger (4 door)	Black/Wh	2C3CDXAG4CH225225	Police	ORT	Leave In
MG95482	2012	Dodge	Charger (4 door)	Black/Wh	2C3CDXAG6CH225226	Police	ORT	Leave In
MG95483	2012	Dodge	Charger (4 door)	Black/Wh	2C3CDXAG8CH225227	Police	ORT	Leave In
MG95484	2012	Dodge	Charger (4 door)	Black/Wh	2C3CDXAGXCH225228	Police	ORT	Leave In
MG95485	2012	Dodge	Charger (4 door)	Black/Wh	2C3CDXAG1CH225229	Police	ORT	Leave In
Pending	2012	Freightliner	Truck (Command Post)	White	4ZUAAAPDU7CCB93717	Police	RTOIC	Leave In
JCX56L	2005	Car Mate	Motorcycle Trailer	Black	5A3C716D05L003809	Police	Specialized	Leave In
TLB95U	2011	Terex	Trailer (with mounted light tower)		4ZJL1415B1001132	Police	Specialized	Leave In
YRK 46D	2010	Chevy	Impala	Metallic Black	2G1WD5EM6A1234021	Police	Administration	Take Home

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YRK 50D	2010	Chevy	Impala	Metallic Black	2G1WD5EM0A1234483	Police	Inv Bureau	Leave In
YRK 60D	2010	Chevy	Impala	Metallic Black	2G1WD5EM3A1236437	Police	Inv Bureau	Leave In
YRK 67D	2010	Chevy	Impala	Metallic Black	2G1WD5EM7A1234805	Police	Inv Bureau	Leave In
YRM 51D	2010	Chevy	Impala	Metallic Blue	2G1WD5EM7A1234223	Police	Inv Bureau	Leave In
YRM 66D	2010	Chevy	Impala	Metallic Blue	2G1WD5EM5A1234477	Police	Inv Bureau	Leave In
YRW 64J	2010	Chevy	Impala	Metallic Black	2G1WD5EM5A1235550	Police	Internal Affairs	Leave In
YRY 48Z	2010	Chevy	Impala	Metallic Blue	2G1WD5EM8A1233789	Police	Inv Bureau - SMASH	Leave In
YRY 61Z	2010	Chevy	Impala	Metallic Blue	2G1WD5EM5A1234205	Police	Capt. Pete Rodgers	Take Home
YSC 45X	2004	Ford	Crown Victoria	Black	2FAHP74W34X133855	Police	Chief. Scott Thomson	Take Home
MG65230	2005	Ford	Expedition	Black	1FMPU16535LA58908	Police - Grant	Administration	Leave In
MG65231	2005	Ford	Expedition	Black	1FMPU16555LA58909	Police - Grant	Administration	Leave In
MG79008	2008	Ford	Crown Victoria	Black/White	2FAFP71V58X104432	Police - K9 Unit	Officer Zsakeim James	Take Home
MG79009	2008	Ford	Crown Victoria	Black/White	2FAFP71V58X104429	Police - K9 Unit	Officer Allen Williams	Take Home

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MG#	Year	Make	Model	Color	Black/Wh	2FAFP71V48X168736	Police - K9 Unit	K9 Unit	Leave In
MG84355	2008	Ford	Crown Victoria (Police Interceptor)		Black/Wh	2FAFP71V48X168736	Police - K9 Unit		Leave In
YPT 99H	2009	Chrysler	300 (LX)	Off white	Off white	2C3KA53V29H591939	Police Dept - Marshall Office Division	Marshall's Officer	Leave In
MG53397	2002	New Holland	NCV - Grass Tractor (TN 550)	Blue	Blue	1279634	Public Works	Edwin Guzman	Leave In
MG13777	1982	Bolens	NCV Tractor (Grass)	White	White	O10830	Public Works		Leave In
MG16093	1993	Ford	Bronco	White	White	1FMEU15N1PLB25808	Public Works	Various	Leave In
MG161LT	1991	Ford	1920 Grass tract	Blue	Blue	UP30014	Public Works	Various	Leave In
MG20850	1989	International	Dumptruck 7 YD.	Yellow	Yellow	1HTLDTVNOKH647660	Public Works	Various	Leave In
MG25201	1995	Ford	LN 9000	Yellow	Yellow	1FTYW90X65VA83488	Public Works	Kyle Smith	Leave In
MG38251	1999	Carry on	Trailer	Black	Black	4YMUK1211XH013405	Public Works	Transported	Leave In
MG38252	1998	Sa  Trailer for	Leaf Shredder	Blue	Blue	9811200T10090605	Public Works	Transported	Leave In
MG38253	1999	Carry on	Trailer	Black	Black	4YMUK1211XH013406	Public Works	Transported	Leave In
MG40LR	1988	Ford	F350 (Boom Truck)	White	White	1FDKF57H5JN853686	Public Works	Joe Montano	Leave In
MG47282	2001	Tennant	4300 (Mad Vac - mini)	White	White	43001735	Public Works	Various	Leave In

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MG47283	2001	Tennant	4300 (Mad Vac - mini)	White	43001758	Public Works	Calvin Ginkack	Leave In
MG47284	2001	Tennant	4300 (Mad Vac - mini)	White	43001757	Public Works	Various	Leave In
MG47285	2001	Tennant	4300 (Mad Vac - mini)	White	43001730	Public Works	Various	Leave In
MG48LS	1991	International	Loadpacker	Yellow	1HTGHNH77MH303306	Public Works	Elisanta Gonzalez	Leave In
MG49530	2002	Ford	F150	White	1FTRX18W52NA94156	Public Works	Charles Hall	Take Home
MG49532	2002	Ford	F150	White	1FTRX18W72NA94157	Public Works	Mitch Richardson	Leave In
MG49533	2002	Ford	F150	White	1FTRX18W92NA88800	Public Works	James Falconiero	Leave In
MG51048	2002	Ford	5D F350 4X4 Supercab SRW	White	1FTSX31L32EC18762	Public Works	Various	Leave In
MG51050	2002	Ford	5D F350 4X4 Supercab SRW	White	1FTSX31L52EC18763	Public Works	Jacques Russell	Leave In
MG51051	2002	Ford	5D F350 4X4 SuperCrew Cab	White	1FTWW33522EC18759	Public Works	Various	Leave In
MG51053	2002	Ford	5D F350 4X4 Supercab DRW	White	1FTWX33L32EC18761	Public Works	Various	Take Home
MG51969	2002	Ford	F450 2.5 YD Dump Truck Sup Chassis 4x2	White	1FDXW47512ED26645	Public Works	Various	Leave In
MG51970	2002	Ford	F 450 2.5 YD Dump Truck Crew Cab 4x4	White	1FDXW47532ED26646	Public Works	Various	Leave In

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MG5251	1994	Ford	F350	Yellow	1FDKF38M3R9NA22845	Public Works	Various	Leave In
MG5258	1991	Ford	1920 Grass Tract	Blue	UP30013	Public Works	Various	Leave In
MG5264	1988	International	S1900 LoadPacker(5yd Dump)	Yellow	1HTLDTV8ZJH613457	Public Works	Various	Leave In
MG5280	1994	Ford	350 (2.5 YD Dump)	White	1FDKF38G5RN862521	Public Works	Various	Leave In
MG5286	1994	Ford	F350 (2.5 YD Dump)	White	1FDKF38G9RN862523	Public Works	Various	Leave In
MG5382	2002	Ford	(F450) 2.5 YD Dump Truck Sup Chassis 4x2	White	1FDXW47552ED26647	Public Works	Various	Leave In
MG5398	2002	New Holland	NCV - Grass Tractor (TN 550)	Blue	1279756	Public Works	Jose Poveda	Leave In
MG55867	1992	Elgin	Sweeper Elgin (Pelican)	Yellow	PO965D	Public Works	Larry Burgess	Leave In
MG56889	1988	International	5YD Dump Truck (S1900)	Yellow	1HTLDTV8ZJH613458	Public Works	Jimmy Williams	Leave In
MG56LR	1989	International	Metro II (Panel Truck)	Yellow	1HTMBZP4M5KH667176	Public Works	Various	Leave In
MG61132	2004	Dodge	Durango	Black	1D4HB38N54F218665	Public Works	Anthony Falconiero	Take Home
MG72FT	1986	Ford	F350 Boom (Bucket)	White	2FDKF57HXGCA11204	Public Works	Kevin Williams	Leave In
MG74382	1996	Ford	LN8000 Loadpacker	Yellow	1FDY82EBTVA01614	Public Works	Elisanta Gonzalez	Leave In

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MG79003	1993	Ford	F800 (Dump Truck)	Blue	1FDYK84A8PVAO3168	Public Works	Various	Leave In
MG79004	1984	International	7.5 YD Dump Truck (Recycling)	Yellow	1HTDLTVR1EHA36479	Public Works	Chet Cantt	Leave
MG81555	1991	Ford	1920 Grass Tract	Blue	UP29743	Public Works	Various	Leave In
MG86862	2002	Ford	(F450) 2.5 YD Dump Truck Sup Chassis 4x2	White	1FDXW47SX2ED26644	Public Works	Various	Leave In
MG86877	2002	Ford	SD F350 4X4 Supercab DRW	White	1FTWX33L12EC18760	Public Works	Keith Walker	Take Home
MG88223	1992	Ford	3950 Grass Tract	Blue	BD27160	Public Works	Various	Leave
MG97BH	1985	Ford	1910 Grass Tract	Blue	No Vin #:	Public Works	Various	Leave In
No tag	n/a	John Deer	Tractor LX188	Green	No Vin #:	Public Works	Luis Rivera	Leave In
T175Y	2002	(NICV)	2505 Brush Bandit (Chipper)		O17744	Public Works	Transported	Leave In
T26U7D	2002	Giant Vac	Leaf Shredder	Red Change Painted over Black	102502007	Public Works	Transported	Leave In
T761XT	1978	Eager Beaver	Flat Trailer (NITRL)		ER11031	Public Works	Transported	Leave In
MG51968	2002	Ford	F450 Dump Truck Crew Cab 4x4	White	1FDWX36532ED26649	Public Works	Willie Aponte	Leave In
MG11149	1992	Ford	F150	Blue	1FTHX26M8NK987049	Public Works	Various	Leave In

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MG13752	1993	Ford	F700 LoadPacker (Truck)	White	1FDXK74P3PVAO1063	Public Works		Leave In
MG15475	1985	EZ	Flatbed Trailer	Black	1DAR2D144FM007941	Public Works	Transported	
MG16405	1993	Wel	Trailer	White	1WC200G26P1058406	Public Works		Leave
MG21580	1991	International	Dump Truck (Recycling)	Yellow	1HTSBZRM2MH303305	Public Works		Leave In
MG25203	1985	Ford	6610 Grasscutter	Blue	C742374	Public Works		Leave In
MG38694	1999	International	Truck 4x2 (Platform Truck)	White	1HTSCABM8XH577122	Public Works	Pending learning equipment	Leave In
MG53396	2002	New Holland	NCV - Grass Tractor (TN 550)	Blue	1279754	Public Works	Luis Rivera	Leave In
MG64845	2004	Ford	F450 SD Crew Chassis Cab 4X4	White	1FDXW4734ED63618	Public Works	Luis Rivera	Leave In
MG72702	2006	Ford	Ranger (4x4)	White	1FTYR15E06PA17075	Public Works	Various	Leave In
MG76851	2007	International	Pak Mor 7400 Loadpacker	White	3HTWCAAR77N477159	Public Works	James Aponte	Leave In
MG76872	2007	Ford	F250 Superduty (Reg Cab)	White	1FDNF21597EB11469	Public works	Various	Leave In
T85X4J	1986	Summit	49' Trailer	Grey	1S8SD3431G00006205	Public Works	Transported by Mg 25201	
TAB15E	2004	Spaulding	Hot Patchers	Orange	T4DO4030927B	Public Works	Transported	Leave In

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TAB16E	2004	Spaulding	Hot Patchers	Change	T4D040308277	Public Works	Transported	Leave In
MG38689	2000	Ford	Explorer	White	1FMZU72E1Y2C41520	Public Works	Various Office Staff	Leave
MG38682	2000	Ford	F450 Bucket	White	1FDXF46S9YEC12080	Public Works - Electrical	Pat Hall/Julio Rivera	Leave In
MG38683	2000	Ford	F450 Bucket	White	1FDXF46SOYEC12081	Public Works - Electrical	Pat Hall/Julio Rivera	Leave In
MG49531	2002	Ford	F150	White	1FTRX18W62NA88799	Public Works - Electrical	Robert Garnish	Take Home
MG51049	2002	Ford	SD F350 4X4 SuperCrew Cab	White	1FTWW35S02EC18758	Public Works - Facility Maintenance	Louie Quinones	Leave In
MG56890	1997	Dodge	Ram Van Wagon	Red	2B7H81X4VK509772	Public Works - Facility Maintenance		Leave In
MG70067	2006	Ford	Ranger (4x4)	White	1FTYR15E26PA17076	Public Works - Facility Maintenance	Gary Still	Leave In
MG88367	1994	Ford	F800 Dumptruck	White	1FDYF80E7SVA35695	Public Works - Facility Maintenance		Leave In
MG95474	1998	Ford	Cargo Van/E250	White	1FTNE24L4WHB76373	Public Works - Facility Maintenance	Joe Jones	Leave In
MG51966	2000	Ford	Taurus	Black	1FAPF5224YA202398	Public Works - Inspectors	Gary McCormick	Leave In
MG70062	2006	Ford	Ranger (4x2)	White	1FTYR14G46PA17072	Public Works - Inspectors	Orlando Munoz	Leave In
MG70063	2006	Ford	Ranger (4x2)	White	1FTYR14D26PA17071	Public Works - Inspectors	Ronald Smith	Leave In

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MG70065	2006	Ford	Ranger (4x2)	White	1FTYR14D66PA17073	Public Works - Inspectors	Charlene Carter	Leave In
MG20836	1995	Custom	Trailer	Blue	1YB3217851B1Y540	Public Works - POS	Transported	
MG47286	2000	Chevy	Cargo Van (Truck)	White	1CCHG35R2Y1223461	Public Works - POS	Various	Leave In
MG51070	1991	Custom	Trailer (NITRL) Yellow	Yellow	1YB321537M1B1T163	Public Works - POS		Leave In
MG5231	1993	Stage	Portable (Trailer) Showmobile	White	1XC540384P3001093	Public Works - POS	Transported	Leave In
MG5278	1994	Chevy	Pick Up	White	1GCFK24K5RE283927	Public Works - POS		Leave In
MG61321	2004	Ford	F450 SD Crew Chassis Cab 4X4	White	1FDXW47514ED63620	Public Works - POS	Marisol Concepcion	Leave In
MG61322	2004	New Holland	NCV - Grass Tractor (TN 550)(actual TN60DA)	Blue	HJE005486	Public Works - POS		Leave In
MG61323	2004	New Holland	NCV - Grass Tractor (TN 550)(actually TN60DA)	Blue	HJE005367	Public Works - POS		Leave In
MG64846	2004	Ford	F450 SD Crew Chassis Cab 4X4	White	1FDXW47554ED63619	Public Works - POS	Cole Pettus/Kevin Redd	Leave In
MG64847	2004	Ford	F450 SD Crew Chassis Cab 4X4	White	1FDXW47514ED63617	Public Works - POS		Leave In
MG72719	2007	Ford	Ranger (2 door, 4X4)	White	1FTYR15E97PA09980	Public Works - POS	Lito Moran	Take Home
MG72720	2007	Ford	Ranger (2 door, 4X4)	White	1FTYR15E07PA09981	Public Works - POS	Julio Nieves	Leave In

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MG76240	2004	Ford	F450 SD Crew Chassis Cab 4X4	White	1FDXW47534ED63621	Public Works - POS		Leave
MG95899	1994	Performance	Brush Bandit 150 (Chipper)	White	WQ11623 (008121)	Public Works - POS	Transported	Leave In
T8157W	1999	Carry on	Trailer (NITRL)	Black	4YMUK1219XH006525	Public Works - POS	Transported	Leave In
T8257W	2002	Carry on	Trailer (NITRL)	Black	4YMUK12172CO65111	Public Works - POS	Transported	Leave In
TAB9408	1993	Dern	NITRL - Water Buffalo	Red/White	93007	Public Works - POS	Transported	Leave In
TBV10P	2005	Carry on	Trailer (Landscape)	Black	4YMU16215V075885	Public Works - POS	Transported	Leave In
TBV99N	2005	Carry on	Trailer (Landscape)	Black	4YMU16205V055165	Public Works - POS	Transported	Leave In
TFJ34V	2006	Car Mate	Trailer (NITRL) Enclosed	White	5A3C716D26L002596	Public Works - POS	Transported	Leave In
TLB96U	2011	Ameri-can Engineering	824 Traditional ADA (Portable Bathrooms)	Black/Silver	1A900N2XB1207094	Public Works - POS	Transported	
MG24681	1996	Ford	Crown Victoria	Silver	2FALP71W9TX119482	Public Works - Temporary	Gloria Valentine	Leave In
MG61125	1992	Ford	F250	Blue	1FTHX25M8NK887053	TBS		Car - Temp assigned to Public Works Inspector Sept 2012. To Be Sold - Pending vehicle stripping and auction date
MG79715	1992	Ford	F250	White	1FTHX26M6NK887048	TBS		To Be Sold - Pending vehicle stripping and auction date
LCE 21P	1994	Ford	Explorer	Purple	1FMDU34X7RUAO6622	TBS		To Be Sold - Pending vehicle stripping and auction date

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LM971G	1991	Chevy	Pickup	White	2GCEC1925M1178436	TBS	To Be Sold - Pending vehicle stripping and auction date
MG11146	1992	Ford	F250	Blue	1FTHX26M4NKB887050	TBS	To Be Sold - Pending vehicle stripping and auction date
MG11147	1992	Ford	F250 Utility Body	Blue	1FTHX25M6NKB887052	TBS	To Be Sold - Pending vehicle stripping and auction date
MG11152	1992	Ford	F150 Pickup Truck	Blue	1FTEX15Y9NKB90821	TBS	To Be Sold - Pending vehicle stripping and auction date
MG11155	1992	Ford	F250 Utility Body	Blue	1FTHX25M3NKB887054	TBS	To Be Sold - Pending vehicle stripping and auction date
MG11158	1992	Ford	F250 Utility Body	Blue	1FTHX25M3NKB92824	TBS	To Be Sold - Pending vehicle stripping and auction date
MG13751	1993	Ford	F350	Blue	2FTJW35MOPCA08733	TBS	To Be Sold - Pending vehicle stripping and auction date
MG18HP	1986	Ford	F700 Dump Truck	Blue	1FDXK74NOGVA45049	TBS	To Be Sold - Pending vehicle stripping and auction date
MG20823	1987	Eager Beaver	Trailer (AP10)	Black	1120AP204HS050129	TBS	To Be Sold - Pending vehicle stripping and auction date
MG20824	1987	Eager Beaver	Trailer	Black	1120AP202HS0500047	TBS	To Be Sold - Pending vehicle stripping and auction date
MG20848	1993	Chevy	Flatbed Truck (Tow)	Blue	1GBKC34F2P108841	TBS	To Be Sold - Pending vehicle stripping and auction date
MG20858	1992	Dodge	Spirit	Blue	1B3XA46K1NF297507	TBS	To Be Sold - Pending vehicle stripping and auction date
MG21551	1995	RockDrill 130	Water Well Drill	Red	1D9AM1401S1274116	TBS	To Be Sold - Pending vehicle stripping and auction date

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MG21568	1996	Jeep	Cherokee	White	1J4FJ68S4TL193684	TBS	To Be Sold - Pending vehicle stripping and auction date
MG21572	1979	Ford	E700 Sewer Jet	Blue	F7DAVEA8854	TBS	To Be Sold - Pending vehicle stripping and auction date
MG21596	1992	Ford	F250 Pickup	Blue	1FTHX25M1NK892823	TBS	To Be Sold - Pending vehicle stripping and auction date
MG24665	1996	Ford	Crown Victoria	White	2FALP71W0TX119666	TBS	To Be Sold - Pending vehicle stripping and auction date
MG24672	1996	Ford	Crown Victoria	White	2FALP71WX1W119673	TBS	To Be Sold - Pending vehicle stripping and auction date
MG24676	1996	Ford	Crown Victoria	White	2FALP71W5TX119677	TBS	To Be Sold - Pending vehicle stripping and auction date
MG24677	1996	Ford	Crown Victoria	White	2FALP71W7TX119678	TBS	To Be Sold - Pending vehicle stripping and auction date
MG27770	1996	Ford	Crown Victoria	White	2FALP71W5TX176848	TBS	To Be Sold - Pending vehicle stripping and auction date
MG27774	1996	Ford	Crown Victoria	White	2FALP71W1TX199348	TBS	To Be Sold - Pending vehicle stripping and auction date
MG32951	1998	Ford	Crown Victoria	White	2FAP71W1WX104983	TBS	To Be Sold - Pending vehicle stripping and auction date
MG32945	1998	Ford	Crown Victoria	White	2FAP71W4WX104976	TBS	To Be Sold - Pending vehicle stripping and auction date
MG32950	1998	Ford	Crown Victoria	White	2FAP71W8WX104981	TBS	To Be Sold - Pending vehicle stripping and auction date
MG35907	1998	Ford	Cargo Van/E250	White	1FTNE24L2WHB76372	TBS	To Be Sold - Pending vehicle stripping and auction date

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MG36457	1994	Chevy	Ast Van	White	1GCDM15Z6RB232915	TBS	To Be Sold - Pending vehicle stripping and auction date
MG36459	1996	Dodge	Dakota Pickup	White	1B7FL26XXT5672206	TBS	To Be Sold - Pending vehicle stripping and auction date
MG41277	2000	Ford	Crown Victoria	White/Blk	2FALP71W9XX111148	TBS	To Be Sold - Pending vehicle stripping and auction date
MG42915	1999	Ford	Crown Victoria	White/Blk	2FAFP71W0XX175268	TBS	To Be Sold - Pending vehicle stripping and auction date
MG42916	1998	Ford	Crown Victoria	White	2FAFP71WXXWX104966	TBS	To Be Sold - Pending vehicle stripping and auction date
MG44464	2001	Ford	Crown Victoria	White/Blk	2FAFP71W71X116452	TBS	To Be Sold - Pending vehicle stripping and auction date
MG44552	2001	Ford	Crown Victoria	White/Blk	2FAFP71W51X118331	TBS	To Be Sold - Pending vehicle stripping and auction date
MG44556	2001	Ford	Crown Victoria	White/Blk	2FAFP71WX1X118325	TBS	To Be Sold - Pending vehicle stripping and auction date
MG44558	2001	Ford	Crown Victoria	White/Blk	2FAFP71W61X118323	TBS	To Be Sold - Pending vehicle stripping and auction date
MG44571	2001	Ford	Crown Victoria	White/Blk	2FAFP71W21X118335	TBS	To Be Sold - Pending vehicle stripping and auction date
MG44579	2001	Ford	Crown Victoria	White/Blk	2FAFP71WX1X118342	TBS	To Be Sold - Pending vehicle stripping and auction date
MG49523	1991	Ford	Econoliner	White	1FDKE37M7MHA91016	TBS	To Be Sold - Pending vehicle stripping and auction date
MG51945	1994	Ford	Crown Victoria	White/Blue	2FALP71W2RX136302	TBS	To Be Sold - Pending vehicle stripping and auction date

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MG5232	1993	Bleachers	Portable	Gray	1XC845285P3001098	TBS	To Be Sold - Pending vehicle stripping and auction date
MG55061	1993	Bleachers	Portable	Gray	1XC845286P3001097	TBS	To Be Sold - Pending vehicle stripping and auction date
MG69LP	1988	Ford	Pickup	Blue	1FTCR11T2JUB11581	TBS	To Be Sold - Pending vehicle stripping and auction date
MG79JL	1971	PH	Mounted Crane	Blue	3270G	TBS	To Be Sold - Pending vehicle stripping and auction date
MG85040	2000	Ford	Focus (Wagon)	Blue	1FAPP36P1YW282076	TBS	To Be Sold - Pending vehicle stripping and auction date Blew Engine and Motor Mounts a t get anymore
MUW26Y	2000	Ford	Taurus	Tan	1FAPP5223YA202392	TBS	To Be Sold - Pending vehicle stripping and auction date
MZ599N	1993	Honda	Accord	Grey	1HGCB9854PA010063	TBS	To Be Sold - Pending vehicle stripping and auction date
No Tags	1988	Honda	Accord		1HGCA5649JA000464	TBS	To Be Sold - Pending vehicle stripping and auction date
No Tags	1981	Chevy	Dump Truck		1GBHV34M48V104512	TBS	To Be Sold - Pending vehicle stripping and auction date
No Tags	1967	GMC	1/2 Ton Utility Truck		C2122F	TBS	To Be Sold - Pending vehicle stripping and auction date
No Tags	1977	Dodge	Ram Van		W24BE75048006	TBS	To Be Sold - Pending vehicle stripping and auction date
MG41LR	1989	Ford	Bronco II	White	1FM8U14T8KUA12394	TBS	To Be Sold - Pending vehicle stripping and auction date Blown engine, leaking oil, smokes
MG495/4	1992	Ford	Pickup	White	1FTHX25M2NKB01896	TBS	Pending Title and Auction Date

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MG5263	1991	International	5YD Dump Truck	Yellow	1HTSDZ7R3MH303144	TBS			To Be Sold - Pending vehicle stripping and auction date
MG54681	1988	International	5 YD Dump Truck (\$1900)	Yellow	1HTLDTVROJH613459	TBS			To Be Sold - Pending vehicle stripping and auction date
MG55869	1994	Ford	24 Passenger (E350)	Green/White	1FDKE3OM7PHB45977	TBS			Pending Re-Auction on Gov Deals

## **7. CAMPS CERTIFIED STATEMENT**

**Located on page 24 of the application**