

THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF SOUTH AMBOY
AND
THE SOUTH AMBOY SUPERIOR OFFICER'S ASSOCIATION

EFFECTIVE JULY 1, 2009 THROUGH DECEMBER 31, 2013

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PREAMBLE

This Agreement, effective the _____ day of _____, 2011 by and between the City of South Amboy, in the County of Middlesex, a municipal corporation in the State of New Jersey, (hereinafter referred to as the "City") and the South Amboy Superior Officer's Association (hereinafter referred to as the "Association" is designed to maintain and promote a harmonious relationship between the City and the Employees who are represented by the SOA. in order that continuous efficiency and excellence in service be rendered by members of the South Amboy Police Department.

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I. RECOGNITION

1. The City hereby recognizes the Association as the sole and exclusive representative of all Employees in the Association bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, settlement of grievances, and other mandatorily negotiable conditions of employment.

2. There shall be no discrimination, interference, or coercion by the City or any of its agents against the Employees represented by the Association because of membership in or activities of the Association. The Association shall not intimidate or coerce Employees into membership. Neither the City or the Association shall discriminate against any Employee because of race, creed, color, sex or national origin.

3. The bargaining unit shall consist of all Superior Officers in the ranks of Sergeant, Lieutenant and Captain employed by the South Amboy Police Department, excluding the patrol officers, the Police Chief, and all other Employees of the City of South Amboy.

II. MEDICAL BENEFITS

1. The City hereby agrees to assume full cost of providing the following medical benefits to the Employees covered by this Agreement and their families:

- A. Hospitalization equivalent to the former Blue Cross 365, Blue Shield UCR, and Rider J, and
- B. Major medical coverage equivalent to the former expanded Connecticut general plan, and
- C. Dental Insurance coverage equivalent to the former Connecticut general dental plan:

FEE SCHEDULE:

UCR

Deductible:	\$25.00 with \$75.00 max. aggregate per family per year.
Basic & Prosthodontic Limit	\$1,000.00
Orthodontic:	750.00
Basic Co-insurance:	80/20
Prosthodontic & orthodontic Co-insurance:	50/50

- D. 1. Prescription plan with a one (\$1.00) Dollar deductible at a local pharmacy. Effective March 1, 2001 the public employer shall have the right to modify the prescription plan so as to provide for a \$5.00 co-payment for generic medication and a \$10.00 co-payment for brand name medication.
- 2. Effective January 1, 1988, upon retirement or death of an Employee covered by this Agreement, the City shall supply and/or continue to pay the cost of all medical coverages as set forth above for retiree, retiree's/decedent's spouse and retiree's/decedent's dependent children.
- 3. It is hereby agreed by the SOA. that the City may exercise its right to

change insurance carriers so long as the coverages enumerated in this agreement are maintained at their equivalent levels.

- A. Each Employee covered by this Agreement shall have the individual right to waive medical benefits coverage offered by the public employer. A Police Officer who waives the right to medical benefits provided under this contract shall receive the following compensation, provided that the Police Officer supplies proof of coverage under other health care plan provisions:

<u>Type</u>	<u>Amount</u>
Single	\$1,000
Parent/Child	\$1,250
Husband/Wife	\$1,500
Family	\$1,750

The modification shall be effective no earlier than April 1, 2001.

- 4. A. The City may, effective February 1, 2007, provide health and prescription drug insurance under the N.J. State Health Benefits Plan in satisfaction of its obligation to provide medical benefits pursuant to paragraphs 1.A., B., C. and D. under Article II of the contract. Medical Benefits.
- B. If the City provides medical benefits through the State Health Benefits Program, the retiree and/or dependent spouse shall comply with the retiree enrollment and coverage of SHBP and be enrolled in both Medicare Part A (hospital insurance) and Part B (medical insurance) at the retiree's/dependent's spouse costs.
- C. If the City provides medical and prescription benefits through the State Health Benefits Program, the Employee's deductibles and co-pay obligations shall be governed by the plan chosen by the Employee.
- D. The maximum SHBP prescription drug co-payments for Employees, except those enrolled in "Traditional", will be as follows:



Generic	\$10.00
Preferred Brands	\$15.00
All Other Brands	\$20.00

E. If an Employee chooses the "Traditional" prescription plan, he/she is responsible for the twenty percent (20%) co-payment.

5. An Employee covered by this Agreement shall have the individual right to waive medical benefits coverage offered by the City. The City will pay to an Employee, who qualifies and who waives the right to medical benefits provided under the contract, fifty percent (50%) of the savings to the City. There shall be an annual window of opportunity for an Employee who had opted out to regain coverage. The elections are made on an annual basis. In the event of a life changing event, as defined by law, the Employee who had opted out of coverage shall be permitted to regain coverage.

III. LIFE INSURANCE

1. The City hereby agrees to provide group term life insurance through the City's major medical insurance carrier for all Employees covered by the agreement. The amount of the coverage shall be \$50,000.00 per Employee with double indemnity coverage for accidental death.

2. Upon retirement of an Employee covered by this agreement, the City shall cause said life insurance to remain in effect on said Employee. Upon the retired Employee reaching the age of sixty-five (65) said life insurance shall be reduced to one-half of the specified amount. Upon the retired Employee reaching the age of seventy (70) years of age, said life insurance shall be reduced to \$2,500.00. The City shall then cause said insurance to remain in effect until death of said Employee.

3. Employees who have retired prior to January 1, 1983 and are presently covered by life insurance shall be covered by life insurance benefits stipulated in the 1981-1982 contract (\$20,000.00 decreasing by \$2,000.00 increment on retirement anniversary to \$10,000.00 further reduction to \$2,500.00 on attaining age seventy) and shall not be entitled to upgraded life insurance benefits.

IV. UNIFORMS

1. The City hereby agrees to pay the following annual allowance to all Employees covered by this Agreement for reimbursement for purchase and maintenance of uniforms and/or equipment. The Chief of Police shall have the right to review equipment purchases in consideration and subject to the Employee's overall uniform appearance.

The annual allowance shall be Eight Hundred Seventy-Five Dollars (\$875.00). The annual uniform allowance will be processed as income through the regular payroll as per IRS regulations no later than May 1st each year.

2. The City shall compensate any Employee covered by this Agreement for damage caused during the performance of duty in the following manner:

A. Prescription glasses and dental work shall be reimbursed by the City's workmen's compensation insurance carrier pursuant to mandated coverage by State statutes provided that a compensable injury occurs.

B. Personal property, including clothing, shall be procured by the City through its normal purchasing procedures provided that the maximum cost of any article or articles replaced shall not exceed \$50.00 per incident. Payments shall be made directly to vendors supplying said items.

C. Official police uniforms, prescriptions, glasses and dental work shall be replaced in full through the City's normal purchasing procedures where a non-compensable incident occurs provided that such loss shall have occurred in active official police duty.

V. HOLIDAYS

1. The City hereby agrees to pay each Employee covered by this Agreement, at the individual Employee's base rate, for fourteen (14) paid holidays as designated by the City. Compensation for the holiday benefit shall be made in equal installments and paid along with base rate compensation and shall be included for all calculation purposes.

2. If an Officer is required to work on a day designated as a holiday, he shall be paid at the rate of time and one-half the base rate of pay for all hours worked in addition to the straight time pay for the listed holidays.

3. As presently designated by ordinance adopted by the South Amboy City Council at its sole discretion, the legal holidays of the City of South Amboy are:

New Year's Day, January 1	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day - November 11
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day - July 4	Christmas Day - December 25

4. Nothing contained in this section shall be deemed to restrict the right of the City to change, modify, or otherwise designate holidays.

5. Employees assigned to work and who do work on the listed holidays shall be paid at the rate of double time and one-half (2.5) the base hourly rate for such hours.

6. For holiday computation purposes the actual holiday, and not the date designated for City celebration, will be utilized for the following days: Christmas Day, Fourth of July, New Year's Day and Veteran's Day.

VI. SALARIES

1. Salaries for Employees covered by this Agreement shall be as set forth on *Appendix A* annexed.

2. Any Employee who is required to work a shift other than the day shift will be paid a shift differential of twenty-five cents (\$.25) per hour worked on the second shift and fifty cents (\$.50) per hour worked on the third shift. The shift differential shall not be used in the calculation of longevity payments nor shall payment be reported for pension purposes unless required by the State of New Jersey.

VII. TERMINAL LEAVE PAYMENT

1. In recognition of accumulated sick leave based upon records of the Police Department and in accordance with law adopted by ordinance of City council in previous years specifying sick leave based upon fifteen (15) days sick leave per year, members of the Association shall be entitled to a lump sum terminal leave payment upon retirement effective after January 1, 1985 based upon:

A. One (1) day of current base salary (annual salary plus longevity) for each two (2) days of unused accumulated sick leave.

B. Five Hundred Dollars (\$500.00) per full year of service after the completion of Twenty Five (25) years of service with the South Amboy Police Department.

2. The maximum lump sum payment for terminal leave specified in paragraph 1 of this Article shall be Twenty Thousand (\$20,000.00) Dollars, which sum is exclusive of other benefits or compensation to which the retiring Employee may be entitled.

3. Each retiring Employee shall be provided with the individual option to receive the terminal leave benefit as defined above in up to three payments over a period of up to three years.

VIII. LONGEVITY

1. The City agrees to pay Employees covered under this Agreement longevity increments as set forth below as compensation in addition to their regular salaries:

LONGEVITY SCHEDULE

<u>AMOUNT</u>	<u>LENGTH OF SERVICE</u>
2%	At five (5) years of service
4%	At ten (10) years of service
5%	At eleven (11) years of service
7%	At fifteen (15) years of service
9%	At twenty (20) years of service
10%	At twenty-one (21) years of service
12%	At twenty-four (24) years of service

For the purpose of fixing an individual's tenure, his date of appointment shall be deemed to be the anniversary date for determining the length of service for longevity pay provided that if an individual's anniversary date falls in the middle of the pay period the effective date for pay purposes will be adjusted to the closest beginning date of a pay period. The maximum gain or loss of days will be seven (7) days.

IX. VACATION

1. Employees covered by this Agreement shall be entitled to annual vacation leave in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Six months to one year	One (1) week
One year to five years	Two (2) weeks
Five years to ten years	Three (3) weeks
Ten years to fifteen years	Four (4) weeks
Fifteen years to twenty years	Five (5) weeks
Twenty years or longer	Six (6) weeks

For the purpose of fixing an individual's tenure, his date of appointment shall be deemed to be the anniversary date for determining the length of service for vacation leave provided that if an individual's anniversary date falls in the middle of the pay period the effective date, for pay purposes, will be adjusted to the closest beginning date of a pay period. The maximum gain or loss will be seven (7) days. A "week" refers to five (5) work days.

2. Vacation may be utilized in individual day units rather than in blocks of a week provided that prior approval of the department is requested and received.



X. WORK SCHEDULE AND OVERTIME

1. All police officers covered by this Agreement shall receive overtime pay for all time worked over an average forty (40) hours per week at a rate of one and one-half (1½) times their hourly rate. Where an Employee individually elects to receive compensatory time (time and one-half (1½)) for overtime worked then said time shall be put in a compensatory time (CTO) bank. CTO banked time would thereafter be subject to use in the Employee's sole discretion subject only to prior Departmental approval.

2. Minimum call in provisions shall be as follows:

a. When an Officer is held over or called in prior to his shift, he shall be compensated for those hours at time and one-half (1 ½) his hourly rate of pay for each hour so worked.

b. When an Officer is called to work during a period not contiguous with his shift, the City of South Amboy shall pay said Officer for a minimum of four (4) hours of work at time and one-half (1 1/2) the hourly rate, provided that Officer remains on duty for the four (4) hour period. Should the Officer leave active duty voluntarily, he shall be compensated only for the hours worked. It shall be the responsibility of the Superior Officers to have assignments available for the full period worked.

3. The current work schedule shall continue.

XI. COMPENSATION FOR TEMPORARY ASSIGNMENTS

1. For the purpose of this Agreement, the City agrees to recognize that if any Employee is temporarily assigned to a higher job classification the Employee shall be compensated at the upgraded salary on the fifteenth (15th) aggregated working day. The Employee, after accumulating fourteen (14) days, beginning in 1984, shall not need to re-qualify for each year. New Employees hired after January 1, 1984 shall receive additional compensation at the upgraded salary on the thirty first (31st) day of aggregated working days. These Employees, after accumulating thirty (30) days, beginning in 1984, shall not need to re-qualify for each year. The department shall maintain the necessary records required of upgrade.

XII. COURT TIME

1. Employees covered by this Agreement shall be paid straight time for hours worked while in attendance of required court duties.
2. Employees covered by this Agreement shall be paid time and one half for hours worked, while off duty, in attendance of required court duties, hours so worked shall be reported in accordance with department policy and included, when so reported, with normal distribution of salary and wages.
3. It is hereby agreed that Employees covered by this Agreement shall wear their normal police uniform when appearing in South Amboy Municipal Court.

XIII. PERSONAL DAYS

1. Each Employee shall be granted three (3) personal days annually. Prior notice and approval shall be required according to regulations promulgated by the City, however, in no case shall more than seven (7) calendar days notice be required. Personal days shall not be consecutively utilized in connection with any vacation or sick leave granted hereinunder, unused personal days shall not accumulate and will be forfeited as of the last day of every calendar year. One (1) personal day shall be charged for each day or part of the day utilized. In the event that more than three (3) personal days are utilized in one (1) calendar year the Employee hereby agrees to be docked for said additional time at the sole discretion of the City. Except in extreme emergencies no personal days shall be permitted in periods of time when the City has insufficient manpower to permit that granting of said request for personal days. In the event that a personal day is required during the month of December and the effected Employee has no personal day remaining, the Employee may be granted said personal day with said personal day to be charged to the next succeeding year's allotment.

XIV. GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement the following procedures shall be used. This grievance procedure shall provide coverage for minor disciplinary matters (5 days or less of fine or suspension or equivalent thereof) and said minor disciplinary matters shall be included and subject to the binding arbitration provisions of this Agreement.

The procedure for settlement of grievances shall be as follows:

A. STEP ONE

In the event that any Employee covered by this Agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the City Administrator or the representative in charge of the Department in the event of the Administrator's absence. A response to the grievance shall be due in fifteen (15) calendar days.

B. STEP TWO

If the Association wishes to appeal the decision of the City Administrator (or the representative in charge if the Administrator is absent), it shall be presented in writing to the Employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

C. STEP THREE

(1) If no satisfactory resolution of the grievance is reached at STEP TWO then within five (5) working days the grievance shall be

referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's governing body or its representative on the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without representative.

(4) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

(5) The Arbitrator shall not add, subtract from or modify any of the terms of the Collective Bargaining Agreement.

XV. DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The Interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for a

member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

7. In cases other than departmental investigations, if an Officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.
9. No Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist:
(1) Where the Employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department.
10. Under no circumstances shall the Employer offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.



XVI. MEDICAL EXAMINATIONS

1. The City hereby agrees to provide an annual medical examination to each Employee covered by this Agreement. Such examination shall be conducted by a physician licensed to practice in the State of New Jersey or in a hospital accredited by and or licensed to operate in the State of New Jersey. The results of said examination shall be made available to the Employee and City. Said medical exam shall include expanded blood analysis equivalent to SMA-26 testing offered by the South Amboy Memorial preventive care center.

2. The City will assume the cost of the annual medical examinations, but the costs will first be submitted to a current Employer's medical insurance carrier with the City paying the applicable co-payment. Retirees would not be covered.

XVII. MANAGEMENT OF CITY AFFAIRS

1. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested 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 South Amboy City Government, its properties and facilities, and the activities of its Employees.

B. To hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer Employees;

C. To suspend, demote, discharge, or take other disciplinary actions for good and just cause according to law.

2. The exercises of the foregoing powers, rights, authority, duties, or responsibilities of the City of South Amboy, the adoption of policies, rules, regulations, and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the constitutions and laws of New Jersey and of the United States and ordinances of the City of South Amboy.

XVIII. STRIKES AND OTHER JOB ACTION

1. The City and the Association recognize and acknowledge existing law and court decisions in the State of New Jersey relating to the rights of public employees to strike or to take other concerted action designed to illegally obstruct or disable the proper functions of the City of South Amboy, and Employees agree to be bound by all such laws as they now exist or as they may be modified or amended from time to time. It is further stipulated that in the event of a strike or other concerted action directed to obstruct or disable proper functions of the City, the City shall have the option at its sole discretion to seek, including, but not limited to: obtaining an injunction against such action under applicable laws, initiating suit to enforce the provisions of this Agreement or to recover damages and additional costs incurred from the Association or the Employees.



XIX. GENERAL PROVISIONS

1. The provisions of this Agreement shall be subject to and shall not annul or modify applicable provisions of federal, state and local laws and ordinances or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby. If any provisions of the Agreement shall be judged invalid, either by court decree or by decision of an administrative tribunal, such adjudications shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

2. This Agreement shall be in full force and effect as of July 1, 2005 (except as otherwise specified) and shall remain in effect to and including June 30, 2009. This agreement shall continue in full force and effect from year to year, thereafter, unless one party or the other gives notice in writing, no later than one hundred fifty (150) days prior to the budget submission date in the year of the expiration of this Agreement of a desire to change or modify this Agreement.

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XX. TERM AND RENEWAL

This Agreement shall have a term from July 1, 2009 through December 31, 2013. If the parties have not executed a successor agreement by December 31, 2013, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

FOR THE CITY OF SOUTH AMBOY:

FOR THE SOUTH AMBOY SOA

Fred A. Arroyo

55 J. [Signature]

WITNESS:

WITNESS:

[Signature] 3-20-12
DATE

[Signature] 03/20/12
DATE

APPENDIX A

SALARIES

	Effective 01/01/10	Effective 01/01/11	Effective 01/01/12	Effective 01/01/13
POLICE SERGEANT	\$96,806	\$99,226	\$101,955	\$104,759
POLICE LIEUTENANT	\$102,032	\$104,582	\$107,458	\$110,414
POLICE CAPTAIN	\$107,256	\$109,937	\$112,961	\$116,067