

**AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF SOUTH AMBOY**

**AND**

**POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 63**

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**JANUARY 1, 2017 THROUGH DECEMBER 31, 2017**

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**LOCCKE, CORREIA & BUKOSKY  
24 SALEM STREET  
HACKENSACK, N.J. 07601  
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## PREAMBLE

This Agreement, effective \_\_\_\_\_, 2017, 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 Patrolman's Benevolent Association (hereinafter referred to as the "P.B.A.") is designed to maintain and promote a harmonious relationship between the City and the Employees who are represented by the P.B.A. in order that continuous efficiency and excellence in service be rendered by members of the South Amboy Police Department.

## I. RECOGNITION

1. The City hereby recognizes the P.B.A. as the sole and exclusive representative of all Employees in the PBA 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.

The bargaining unit shall consist of all Police Officers and Police Officers (Detective Assignment) of the Department of Police, of the City of South Amboy, New Jersey now employed or hereafter employed, excluding Superior Officers (Police Sergeants through police captains exclusive), the Police Chief, and all other employees of the City of South Amboy.

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

**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:**

Deductible:

**UCR**

\$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

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 PBA 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. An Employee covered by this Agreement shall have the individual right to waive medical benefits coverage offered by 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.

- 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. A. Each Employee covered by this Agreement and who has health care benefits shall contribute to the cost of health care benefits as required by law. The amount of contribution shall



continue at the maximum amount during the term of this Agreement.

- B. 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 this contract, twenty-five percent (25%) to a maximum of Five Thousand Dollars (\$5,000.00) of the savings of the City, the maximum provided by law.
- 6.
- A. In the event the Employer is considering a change in medical benefits then any such change shall result in benefits which are equal to or better than the existing benefits.
  - B. In the event of any change being considered then the PBA shall be given at least thirty (30) calendar days' notice and at said time the Employer shall provide a complete plan document of any proposed change or modification.



### 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

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. Holiday Parity - Reserved.

3. As presently designated by ordinance adopted by the South Amboy City Council at his 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 cents (\$.20) per hour worked on the second shift and forty cents (\$.40) per hour worked on the third shift. Payment shall be made twice a year. The shift differential shall not be used in the calculation of longevity payments nor shall such payments be reported for pension purposes unless so required by the State of New Jersey.

3. The Employer shall have the right to modify the paycheck procedure so as to issue checks on the 15<sup>th</sup> and 30<sup>th</sup> of each month, except February, when the second paychecks shall be issued on the last day of the month.

## 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
2%	At ten (10) years of service
1%	At eleven (11) years of service
2%	At fifteen (15) years of service
2%	At twenty (20) years of service
1%	At twenty-one (21) years of service
2%	At twenty-four (24) years of service. (This modification is effective 7/1/2002).

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. Police Officers shall select vacation on a weekly basis by seniority against other Police Officers on their respective shifts. 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. It shall be permissible for Police Officers and any Superior Officers to be on leave at the same time providing minimum manning requirements as determined by the sole discretion of the City are met.



## X. WORK SCHEDULE AND OVERTIME

1. The current work schedule, 5 on, 3 off, 5 on, 3 off and 5 on, 4 off, shall continue for all members covered under this agreement.

2. 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 (1 ½) 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.

3a. 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 such hour worked.

b. When an Officer is called to work during a period not contiguous with his shift, the City shall pay said Officer for a minimum of four (4) hours of work at time and one-half (1 ½) 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.

4. The police department shall establish an overtime list to insure that all Employees covered by this Agreement are offered the opportunity to work an equivalent amount of overtime hours.

5. The City, upon three (3) months notice to the PBA, may institute

specialized individual shifts as required.

6. The Chief of Police shall be ultimately responsible for the implementation of this Article through his subordinate superior personnel. All overtime shall be accounted for by charging hours to the individual Officer working or refusing the overtime he has been offered.

7. It is the responsibility of the squad commander to call the proper personnel for overtime. The Division Commander shall monitor the performance of the subordinate squad commanders to ensure that the actions of personnel are in compliance with these regulations. Failure to enforce these provisions shall subject the Officer to review and disciplinary action.

8. In situations requiring the assignment of patrolmen only other patrolmen shall be assigned to work the overtime. A Superior Officer shall not work on an overtime basis for patrolmen.

9. If a situation requires the replacement of a Superior Officer by another Superior Officer and all Superior Officers either decline or cannot be contacted, the overtime shall be offered to a patrolman in accordance with the patrolmen's overtime list, except that the hours worked or declined in the capacity of a Superior Officer shall not be charged to the patrolmen's overtime list.

10. In situation involving scheduled absences of a Superior Officer such as vacation days, the senior patrolman on the Superior Officer's squad shall be assigned to said rank on an acting basis and be entitled to rank differential.

11. In an overtime situation, the decision of which overtime list (superior's or patrolmen's) to utilize shall be determined on an "overtime caused by" basis, exception:

If a sergeant from another division is scheduled to work with a patrolman and a sergeant to meet minimum manpower requirements and either sergeant then reports off (sick day, personal day) the patrolman's overtime list is utilized.

12. A sergeant, after utilizing both the sergeant's and patrolman's overtime list cannot force a patrolman to work a sergeant's overtime.

**EXAMPLES:**

A. Sergeant A is on a scheduled absence; the senior patrolman on A's squad is assigned as acting sergeant. If the senior patrolman reports off duty (sick, personal day, etc.); the Superior's overtime list shall be utilized.

B. Sergeant A is on a schedule absence; the senior patrolman on A squad is assigned as acting Sergeant. The less senior patrolman on A's squad reports off duty (sick, personal day, etc.), the patrolman's overtime list shall be utilized, unless there is sufficient manpower scheduled for duty or present on duty.

C. The Sergeant and two (2) patrolmen are scheduled for duty. The Sergeant reports off duty (sick, personal day, etc.), the Superior's overtime list shall be utilized, unless there is sufficient manpower scheduled for duty or present on duty.

D. A Sergeant and three (3) patrolmen are scheduled for duty. The Sergeant and the senior patrolman reports off duty (sick, personal day, etc.), the Superior's overtime list shall be utilized, unless there is sufficient manpower scheduled for duty or present on duty.

E. A Sergeant and three (3) patrolmen are scheduled for duty. The Sergeant and a less senior patrolman report off duty (sick, personal day, etc.), the rank of the second Officer reporting off duty, thereby causing the overtime, determines which list

is to be utilized, unless there is sufficient manpower scheduled for duty or present on duty.

13. If a temporary, non-scheduled absence turns into a scheduled, prolonged absence of three (3) or more days, the City reserves the right to designate the personnel assigned to the acting capacity, in which case, either a Superior Officer or a patrolman may be assigned at the City's sole discretion.

14. Overtime shall be offered to Police Officers on a rotating basis in a fixed sequence as the need occurs. If an Officer declines to work the overtime he shall be charged for the hours which are eventually worked by the Officer accepting the overtime.

EXAMPLE: Officer A is asked to work overtime and declines. Officer B is asked, agrees, and works 4.5 hours. Both Officer A and B are charged with 4.5 hours of overtime.

15. The fixed sequence shall be determined by seniority and total hours charged to each Officer. The Officer with the most department seniority and the least amount of charged overtime hours shall be offered the overtime first on the proper list to be utilized.

16. If contact is made by telephone and the Officer is not home, or there is no answer, he is not charged with the hours of overtime worked. Only if an Officer declines or works the overtime, shall he be charged with the hours of overtime worked.

17. In the event that none of the Officers agree to work the overtime offered, then, the Officer on the preceding shift with the least amount of department seniority shall be required to work all overtime refused by all other Officers or when the overtime list has been exhausted.

18. In the event of a declared emergency, such as natural disaster or



when an active, major crime is in progress, such as a bank robbery, when personnel cannot be expected to arrive from their residence or when special circumstances may require the assignment of personnel with specific expertise, these regulations may be waived. A post incident report concerning the waiver shall be filed by the squad commander to the offices of the Division Commander and Chief of Police.

19. Superior Officers shall not be assigned to work overtime opportunities created by the absence of a bargaining unit member unless no bargaining unit members are available to work such overtime.

20. While a new Police Officers in the basic training academy said new Officer shall be compensated at the straight time rate without overtime for extra training duty at the academy.

21. The parties agree to establish a Scheduling Committee to discuss work schedule issues.

## **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 time and one half (1½) for hours worked while 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.

2. It is hereby agreed that Employees covered by this Agreement shall wear their normal police uniform when appearing in South Amboy Municipal Court.

3. Employees required to attend court duties and police training shall be permitted to use police vehicles provided said vehicles are not in use for other purposes.

### XIII. PERSONAL DAYS

1. Each Employee shall be granted three (3) personal days. 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. The scheduling of overtime in of itself shall not be sufficient reason to deny the granting of a personal day.

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#### **XIV. COLLEGE CREDITS**

1. The City shall reimburse each Employee covered under this Agreement the full amount of tuition per college credit for satisfactory completion of a police related course. Police related courses are defined as those associate and bachelor's degree college level courses, such as, police science, law enforcement, criminal justice, law, psychology, etc., which will have a direct bearing on the improvement of a Police Officer's ability to perform his police functions. Elective courses in non-related subjects shall not be eligible for reimbursement. In the event of a question regarding the eligibility of a course, a determination can be sought. Prior approval must be solicited and obtained prior to registration for said courses. At the sole discretion of the City, the City may deny approval due to manpower, budget, shift coverage, etc., at which time no reimbursement shall be made.

2. The Employer agrees that all College Credit monies shall be paid on or before the first day of May of each calendar year to Employees entitled to same.

## **XV. 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 in conformance with the HIPPA laws. Said medical examination shall include expanded blood analysis equivalent to SMA-26 testing offered by the South Amboy Memorial Preventive Care Center. The results of the blood analysis are to be retained by the physician as protected by the Doctor-Patient Privilege.

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.



## **XVI. NON-ECONOMIC ISSUES**

1. This Agreement represents the complete and final understandings on all bargaining issues between the City and the PBA except as may be provided herein. Either the City or the PBA may notice the other party to this Agreement prior to one hundred fifty (150) days before the budget submission date of the City (August 19) of the intent to re-open negotiations on non-economic items) or issue(s) only. Such notice shall be in writing and served upon the City Business Administrator as agent for the City or the president as agent for the PBA.

2. The effective date of any item reopened pursuant to this section shall be January 1 of the year next after the date of settlement of the item(s) or issue(s) unless the parties agree otherwise.

## **XVII. STRIKES AND OTHER JOB ACTION**

1. The City and the PBA 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 PBA or the Employees.

## **XVIII. REPRESENTATION FEE**

**SECTION A - PURPOSE OF FEE:** If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said Employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the Association as majority representative.

### **SECTION B - AMOUNT OF FEE:**

#### 1. Notification

Prior to the beginning of each membership year, the Association will notify the Finance Director in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that total amount or that maximum percentage allowed by law.

#### 2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative,, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be

increased or decreased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

**SECTION C - DEDUCTION AND TRANSMISSION OF FEE:**

1. Notification

Once during each membership year covered in whole or in part by the Agreement, the Association will submit to the Finance Director a list of those Employees who have not become members of the PBA for then current membership year. The City will deduct from the salaries of such Employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforementioned non-member list by the Finance Director, or

(b) Thirty (30) days after the Employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a non-bargaining unit position, unless the Employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said Employee after the resumption of the Employee's

employment in a bargaining unit position.

3. Termination of Employment

An Employee who is terminated for any reason shall only pay that portion of the annual fees of the Association due in equal installments to the date of termination.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The City will provide a list with each transmission of fees listing current members and those paying the representation fee.

5. Changes:

The Association will notify the Finance Director in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Finance Director received said notification.

6. New Employees

The PBA will be informed of the employment of each individual eligible for membership in the Association.

**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. The term of this Agreement shall be from January 1, 2014 through December 31, 2016.

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## XX. 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.

## XXI. P.B.A. BUSINESS.

1. The City hereby agrees to grant the necessary time off without loss of pay to the member of the P.B.A. who is selected as P.B.A. delegate in order to attend the monthly meetings of the State P.B.A. as may be subject to availability of manpower and advance approval of the Chief of Police provided that said time off does not exceed one (1) calendar day per month.

2. The PBA shall be provided with two (2) working days per month for utilization on PBA business. The control person to approve any request for said business shall be the PBA President.

3. The parties agree that full compliance shall be made with N.J.S.A. 40A:14-177.

## XXII. 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.

**XXIII. TERM AND RENEWAL**

This Agreement shall have a term from January 1, 2017 through December 31, 2017. If the parties have not executed a successor agreement by December 31, 2017, 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:**

*Fred A. Amoy*

**FOR THE SOUTH AMBOY PBA  
LOCAL NO. 63:**

*John J. Quade 5/24/17*

**WITNESS:**

*Raura Komare*  
DATE

**WITNESS:**

*Allen Noble 5/24/17*  
DATE

*DM*

**APPENDIX**

**SALARIES**

	Effective 01/01/2017
<b>ACADEMY RATE (1<sup>ST</sup> Six Months)</b>	<b>\$43,916</b>
<b>BALANCE OF FIRST YEAR (2<sup>ND</sup> Six Months)</b>	<b>\$50,600</b>
<b>DURING 2<sup>ND</sup> YEAR</b>	<b>\$57,987</b>
<b>DURING 3<sup>RD</sup> YEAR</b>	<b>\$65,375</b>
<b>DURING 4<sup>TH</sup> YEAR</b>	<b>\$72,761</b>
<b>DURING 5<sup>TH</sup> YEAR</b>	<b>\$80,148</b>
<b>DURING 6<sup>TH</sup> YEAR</b>	<b>\$87,533</b>
<b>DURING 7<sup>TH</sup> YEAR</b>	<b>\$94,921</b>
<b>MAXIMUM (Upon Completion of 84 Months)</b>	<b>\$103,300</b>
<b>DETECTIVES</b>	<b>\$106,364</b>