

**AGREEMENT**

**BETWEEN**

**THE CITY OF PERTH AMBOY**

**A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY**

**AND**

**THE PERTH AMBOY FIRE OFFICERS ASSOCIATION, NEW JERSEY  
FIREFIGHTERS' MUTUAL BENEVOLENT ASSOCIATION, LOCAL 258**

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**Effective January 1, 2023 Through December 31, 2024**

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**ARTICLE I**

**PREAMBLE**

This Agreement, commencing 12:00AM, January 1, 2023 and effective until 11:59PM, December 31, 2024, is between the City of Perth Amboy, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Employer"), and Local 258, the Perth Amboy Fire Officers Association, New Jersey Firefighters' Mutual Benevolent Association (hereinafter referred to as the "Union"), on behalf of said Union and on behalf of the employees of the Employer (now employed and hereinafter to be employed and hereinafter collectively designated as "Employees").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, to establish proper standards of wages, hours and other conditions of employment.

**ARTICLE II**

**RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all Fire Officers of the Fire Department, except Chief. Included are all titles of Captain and Battalion Chief. Throughout this document, the term "Chief" shall refer to the Chief of the Department of Fire, the highest ranking career official in the department and its department head.



**ARTICLE III**

**SCOPE OF AGREEMENT**

**Section 1:**

This Agreement shall govern all wages, hours, grievances and other conditions of employment herein set forth.

**Section 2:**

This Agreement shall be binding upon the parties hereto, their successors and assigns, to the extent that same is now or may be hereafter permitted by law.

**Section 3:**

If there is a conflict between the general rules and regulations of the Fire Department and this Agreement, the terms and provisions of this Agreement shall apply to the extent that the same is permitted by law.

**ARTICLE IV**

**UNION SECURITY**

**Section 1:    Check-off**

The Employer agrees to deduct, once each month, dues in an amount certified to be current by the secretary-treasurer of the local Union from the pay of those Employees who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted by the Employer to the treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

**Section 2: Department Rules and Regulations**

- a) The Union agrees that its members shall comply with all Fire Department Rules and Regulations, including those relating to conduct and work performance. The Employer agrees that the Fire Department Rules and Regulations which affect working conditions and performance shall be subject to the grievance procedures.
- b) New rules and changes in rules shall be accomplished through mutual consent during the term of this Agreement. Such consent shall not be unreasonably withheld.
- c) The Union shall name three (3) representatives to sit with three (3) representatives of management to review new Fire Department Rules and Regulations. This will be accomplished through mutual consent.

**Section 3: Agency Shop**

Reserved.

**ARTICLE V**

**UNION ACTIVITY**

**Section 1: Discrimination**

Any employee who is a member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his official acts on behalf of the Union, nor shall there be any discrimination against any employee because of Union membership activities. The Union or any of its agents shall not intimidate or coerce employees into membership.

**Section 2: Notification**

The Union is to be notified of any changes in department procedures, rules or regulations at least one (1) calendar week prior to their introduction, except in cases of emergency.

**Section 3: Bulletin Boards**

The Employer will maintain suitable bulletin boards in each station and work area, which may be used by the Union for information concerning union activities.

**Section 4: Time Off**

The Employer agrees to grant the necessary time off with pay and without discrimination to no more than one (1) member per shift designated by the FMBA to attend official state and international FMBA meetings, including fire fighter conventions, provided, fourteen (14) calendar days written notice is given to the Employer by the FMBA.

Decisions granting the necessary time off with pay and without discrimination to any authorized Union representative for schooling and seminars will be at the discretion of the Chief.

**Section 5:**

Reserved.

**Section 6:**

An authorized representative of the Union shall be allowed to visit the central stations, substations, or City Hall for the purpose of ascertaining whether or not this Agreement is being observed. The right shall be exercised reasonably. Before entering the premises, the authorized representative shall note the department head twenty-four (24) hours prior to arrival or in his/her absence a subordinate. He/she shall not interfere with normal conduct of work within the department. One (1) employee designated by the Union to be present during grievance procedures shall do so without loss of benefits.

**Section 7:**

The FMBA negotiating committee shall be granted leave from duty with full pay for all meetings between the Employer and the FMBA for the purpose of collective negotiations when such meetings take place at a time during which they are scheduled to be on duty. However, the

total number of FMBA representatives that will affect shift strength shall not exceed two (2).

## ARTICLE VI

### WEARING OF UNIFORMS

The work uniforms shall be worn at all times while the employee is on duty. The dress uniform shall be worn on details for parades and funerals. It shall not be essential to wear the dress uniform coming to or going from the assigned fire station when reporting for or being relieved from duty.

## ARTICLE VII

### OVERTIME

#### Section 1:

In the event that the need for Fire Officer's overtime should occur in the Fire Department because of vacation, sickness, manpower shortage or other unforeseen reasons, a Fire Officer shall be called in advance of the prescribed starting time from the Fire Officer Overtime Roster by head of the Department or his/her authorized representative, provided the Fire Officer is qualified for the position. This roster shall be kept by the Chief or his authorized representative so that the employees will know when their turn is approaching. The roster shall show the date of call and response for each person called as to whether it was refused, on duty, no answer, sickness or vacation. If a Fire Officer refuses, he/she will automatically be passed by until a complete cycle of the seniority list has been made. This roster shall pertain to tours of duty for each platoon of the department.

#### Section 2:

Overtime shall be paid at a rate of time and one half (1 1/2) on a daily basis.

#### Section 3:



All special off-duty details shall be paid at the same rate as a fire fighter. For career fire officers, off-duty details would include the following details that the Fire Official or Fire Chief assign:

1. Required Fire Watch for a Fire Alarm System Out of Service.
2. Required Fire Watch for a Fire Protection System Out of Service.
3. Required Fire Watch for a Temporary Occupancy or Allowed Temporary Excess Occupancy Load.
4. Conducting Life Hazard and Non-Life Hazard Fire Inspection for fire fighters, who are licensed fire inspectors by the NJ Division of Fire Safety, if not on scheduled duty.

**Section 4:**

All special details should be assigned to off-duty personnel whenever possible.

**Section 5:**

Employees shall be excluded from the overtime roster when they are on vacation, sick, or injury leave. However, employees on vacation leave may be called for overtime if they request to be included on the overtime roster during such leave period.

**Section 6:**

The Chief has the right to order, without compensation, off duty Fire Officers to funerals of active uniformed Fire Officers and Fire Fighters and City Officials.

**Section 7:**

Employees shall be paid at the overtime rate for attendance at any litigation during their "off duty" hours in which the employee has been subpoenaed to testify in any action or legal proceeding arising out of and directly related to the lawful exercise of their authority in the



furtherance of their official duties. Every effort shall be made by the Employer and the Employee to schedule such appearances during regularly scheduled duty time.

## ARTICLE VIII

### CALL BACK AND EXTENDED TOUR OF DUTY

#### Section 1:

Fire Officers recalled to duty for any emergency shall be paid during such emergency in excess of regular tour of duty at a minimum of four (4) hours pay, at the rate of time and one-half (1 1/2)

#### Section 2:

- a) Any line officer (an officer assigned to fire suppression duties) required to remain at the end of a scheduled shift for at least thirty (30) minutes shall receive a minimum of three (3) hours pay, at the rate of time and one half (1-1/2). It shall be the obligation of the incoming Employees to report to their relief officer or shift commander.
- b) Any line officer required to remain at the end of a scheduled shift due to an incident or emergency for any time less than thirty (30) minutes shall receive one (1) hour pay, at the rate of time and one half (1-1/2).
  - a. When an incident or emergency requires the holdover of a line officer past the line officers' tour of duty, upon the return of the apparatus safely to the fire house and upon the equipment involved in the incident or emergency being ready for service directly related to the incident or emergency and or the completion of all daily reports, NFIRS reports and other paperwork, the line officer shall be released.
- c) When a line officer is held over unrelated to an emergency or incident, at management's direction, the line officer may be required to remain on duty until their relief arrives.

Management shall make a good faith effort to obtain relief as quickly as possible to permit the release of the line officer who was held over.

**Section 3:** Any time worked in excess of four (4) hours pursuant to Section 1 and any time worked in excess of three (3) hours pursuant to Section 2 will entitle a line officer to one (1) hour at the overtime rate so long as the line officer works in excess of twenty-nine (29) minutes.

## **ARTICLE IX**

### **VACANCIES**

#### **Section 1:**

Reserved.

#### **Section 2:   Appointments**

In the event of Fire Officer vacancies due to retirement, death or separation (either voluntary or involuntary), such vacancies shall be filled from an existing Civil Service (NJ Dept. of Personnel) List for such Fire Officer's titles. The Employer agrees to maintain and have available these lists at all times.

#### **Section 3:   Working Out of Title**

Any Fire Officer covered by this Agreement who is required by the Chief or his/her designee to accept the responsibilities and carry out the duties of a position or rank above that which he/she normally holds for a period in excess of four (4) hours, shall be paid at the rate

for that position or rank while so acting. He/she shall receive this pay for acting as soon as possible.

**Section 4:**

Reserved.

**ARTICLE X**

**WORKING TEST PERIOD**

All employees will serve a working test period upon promotion/hiring, as required by NJ Department of Personnel regulations, and shall maintain their seniority during this period and shall be subject to all provisions of this Agreement. Upon completion, the time spent during the aforementioned working test period shall be considered part of the seniority time. Fire Officers shall be appropriately placed on the seniority list.

**ARTICLE XI**

**SENIORITY LIST**

The Employer shall establish a seniority list of the permanent Fire Officers of the Fire Department and it shall be brought up to date by the Employer on January 1st of each year and immediately posted thereafter on the Central Fire Station and each Sub Station's bulletin boards for a period of not less than thirty (30) days and a copy of same mailed to the secretary of the Union. Unless an objection to the seniority list as posted is made to the Employer by an employee within ten days from the date such list is posted, the parties will consider the list final and binding.

## ARTICLE XII

### WORKDAY AND WORKWEEK

#### Section 1:

The workweek shall consist of forty-two (42) hours. The workday shall consist of twenty-four (24) hours, consecutive. The workday shall commence at six forty-five o'clock AM and terminate at seven o'clock AM of the following day. The forty-two (42) hour workweek shall be computed over a four (4) week cycle. (During negotiations for the 2009-2014 contract, the parties agreed to create 15 minutes overlap each day for which compensation was paid. When charging leave time, each workday shall be calculated as 24 hours.)

#### Section 2:

Those employees covered by this Agreement that are by the nature of their jobs or positions required to work a different schedule from that in Article XIII, Section 1 shall work forty (40) hours per week, Monday through Friday.

#### Section 3:

Employees shall have the right to exchange workdays with the prior approval of the Chief or his representative. This request should be made twenty- four (24) hours in advance if possible.

**ARTICLE XIII**

**WAGES – FIRE OFFICERS**

Except as otherwise provided in Section 8 of this Article, the straight-time base salaries of all employees covered by this agreement shall be as set forth in Schedule A.

**Section 1:**

Effective January 1, 2023, the salary differential shall be deleted from the salary guide in Schedule A.

Effective January 1, 2023, Fire Officers shall receive a 2.5% increase to their December 31, 2022 salary.

Effective January 1, 2024, Fire Officers shall receive a 2.5% increase to their December 31, 2023 salary.

Salaries shall be as follows:

**SALARY GUIDE**

	1/1/22	1/1/23	1/1/24
Increase		2.5%	2.5%
Captain	\$111,832	\$114,628	\$117,493
Battalion Chief	\$120,219	\$123,224	\$126,305

**Section 2:**

Reserved.

**Section 3:**

Reserved.

**Section 4:**

Reserved.



**Section 5:**

Reserved

**Section 6:**

Holiday Pay will be added to the negotiated increase in base salaries as set forth above on a semi-monthly basis for pension purposes.

**Section 7:**

Employees who present evidence of possessing or obtaining a valid NJDOH Emergency Medical Technician-D (EMT-D) certification to the Chief shall receive an annual one thousand dollars (\$1,000.00) stipend added to their negotiated base salaries and calculated for pension purposes.

Employees who present evidence of possessing or obtaining a valid qualified first responder certification to the Chief shall receive an annual stipend of five hundred dollars (\$500.00) The first responder certification stipend shall be added to the base salary for pension purposes.

Fire Officers will be offered the opportunity to earn or renew First Responder certification in 2015. Those fire officers who successfully earn/renew the certification in 2015 will be eligible to receive the annual stipend. Anyone who does not earn/renew the certification by the end of 2015, or who allows their certification to lapse thereafter, will not be eligible to earn the stipend.

**Section 8:**

Reserved.

**ARTICLE XIV**

**LONGEVITY**

**Section 1:**

For employees hired on/before July 1, 2015 the longevity scale shall be:

After four years	2.00%
After nine years	3.75%
After fourteen years	5.75%
After nineteen years	7.75%
After twenty-four years	10.50%

The longevity scale for members hired to the rank of firefighter after July 1, 2015 shall be:

After four years	\$1,500
After nine years	\$3,000
After fourteen years	\$5,000
After nineteen years	\$7,500
After twenty-four years	\$10,000

Longevity shall be computed on an employee's anniversary date of the original date of hire.

**Section 2:**

This longevity shall be paid semi-monthly as part of the employee's salary.

**Section 3:**

Payment for longevity shall commence on the employee's anniversary date.

**ARTICLE XV**

**HOLIDAYS AND HOLIDAY PAY**

**Section 1:**

Each Fire Officer shall receive twelve (12) paid holidays pay per year (the equivalent of 96 hours) in lieu of holidays, payable on a proportional basis during each pay period.

Effective January 1, 2019, four (4) holidays were incorporated into base pay to equalize holiday benefits with other City employees.

**Section 2:**

The computation of holiday pay shall be based on a forty (40) hour workweek.

**Section 3:**

Holiday pay shall be included as salary for pension purposes.

**Section 4:**

Those employees who work a forty (40) hour per week schedule, as set forth in Article XIII Section 2, shall also be entitled to the following holidays off without loss of benefit:

Christmas Day

Thanksgiving Day

Memorial Day

Independence Day

Labor Day

New Years' Day

**ARTICLE XVI**

**ANNUAL VACATION AND VACATION PAY**

**Section 1:**

Vacation shall be calculated as follows:

0-5	Years of Service	5.5 Working Days
6-10	Years of Service	6.5 Working Days
11-15	Years of Service	7.5 Working Days
16-20	Years of Service	8.5 Working Days
21 and over	Years of Service	9.5 Working Days

The working days referred to in this article are twenty- four (24) hour days. Employees referred to in Article XIII Section 2 are entitled to the equivalent amount of hours of vacation leave and will be charged by the hours of vacation leave taken

**Section 2:**

Vacation time shall be accrued on a monthly basis from January 1<sup>st</sup> to December 31<sup>st</sup>.

Vacation credits are earned on a monthly basis as follows:

0-5	Years of Service	5.5/12th Working Days
6-10	Years of Service	6.5/12th Working Days
11-15	Years of Service	7.5/12th Working Days
16-20	Years of Service	8.5/12th Working Days
21 and over	Years of Service	9.5/12th Working Days

**Section 3:**

Vacation leave may be accumulated up to a maximum of fourteen (14) working days for employees with less than twenty (20) years of service and twenty (20) working days for employees with twenty (20) years of service and more.

If the employee is allowed to accrue time in excess of that as stated above for whatever reason, same shall be taken prior to separation from the Fire Department, if possible, by May 1st, but in no way shall the benefit be lost.

**Section 4:**

The Employer agrees that an employee on sick leave shall not be put on the vacation roster if such employee's sick leave and vacation period coincide and his/her vacation shall be granted at a later date.

An employee may request to use vacation leave for sick leave, provided all sick leave accrued by him/her has been used. The Chief of the Fire Department may request a doctor's verification of illness.

**Section 5:**

Selection of the vacation date shall be on a shift basis and rules of seniority shall prevail. Fire officers shall submit requests for vacation to the Chief not later than 15 January of the current year. Vacation requests made after the aforementioned date shall be granted on a first come, first served basis and shall be approved only when there is adequate staffing, and the granting of time off will not result in call backs or overtime.

**Section 6:**

Reserved.



**Section 7:**

In case of separation from the Fire Department, vacation pay due an employee shall be paid to the member as soon as possible. In case of the death of an employee, all vacation pay shall be paid to the employee's beneficiary on file, or if none, to the estate.

**Section 8:**

The employee has the right to request to receive vacation pay for vacation time instead of time off. The Employer shall have the sole discretion to grant said request.

**Section 9:**

Employees have the right to split their vacation time during the course of the year.

**ARTICLE XVII**

**INJURY LEAVE**

An employee who incurs an injury while on duty shall be entitled up to one hundred twenty (120) calendar days injury leave at full pay. This one hundred twenty (120) day period may be extended up to an additional sixty (60) days upon approval by the Mayor and the City Council of an extension request by the employee. An extension may only be requested once. This in no way affects the employee's worker's compensation rights. In the event an employee's injury leave exceeds the one hundred twenty (120) days and no benefits or wages are extended as set forth above, the employee will be considered on injury leave, uncompensated due to injury, but all other benefits shall continue to be paid, including pensions.

## ARTICLE XVIII

### SICK LEAVE

#### Section 1:

An employee incurring a non-duty sickness or non-duty disability shall receive sick leave with full pay. Sickness resulting from duty or on duty disability shall not be charged to the accumulative sick leave of the employee. Employees shall be allowed one hundred and twenty hours of sick leave credit for each year of service. Employees shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed. Sick leave may be taken in eight (8) hour increments.

#### Section 2:

Sick leave may be taken for personal or family: a) illness, b) quarantine, c) medical or dental appointments. The immediate supervisor of an employee requesting sick leave shall be informed as soon as possible. Failure to do so within four (4) hours of the time when the employee enters sick leave status may be cause for denial of sick leave pay for the period of absence.

#### Section 3:

When an employee has two hundred and forty (240) or more hours sick leave credits as of December 31st in any year and the employee does not use more than forty-eight hours sick leave during the next calendar year, he shall be paid an incentive payment on the first payday of May of the following year. This will be computed on the basis of eight (8) hours pay for each forty (40) hours of sick leave credited for that year which was not offset by sick leave used in the same year. Sick leave time shall continue to accumulate regardless of payment as herein provided.

**Section 4:**

Employees upon separation from the Fire Department due to retirement, death or other reason shall be compensated in cash for unused accumulation of sick leave. This will be computed on the basis of one (1) day's pay for each two (2) days of sick leave credits. The most days the employee can receive payment for after applying the above formula to the total accumulated sick time shall be one hundred fifty (150) days for three hundred (300) or more accumulated days. Pursuant to N.J.S.A. 11A:6-19.2, employees hired on or after May 21, 2010 shall be provided an accumulated sick leave payment of up to \$15,000 only at retirement from a pension system.

**Section 5:**

Prior to March 1st of the current calendar year, all employees planning to retire must submit a letter of intent to the Chief for budgeting purposes unless there are extenuating circumstances.

**Section 6:**

The computation of sick leave pay shall be based on a forty (40) hour work week.

**Section 7:**

The Chief of the Department or his authorized representative shall have the right to visit the individual in order to confirm the nature of the illness.

**Section 8:**

In case of death of an employee, all sick leave pay shall be paid to the beneficiary on file, or if none, to the estate.

**Section 9:**

Employees absent for reason of illness for more than two (2) consecutive days may be

required to present a physician's certificate. In addition to the foregoing, in cases of suspected abuse, the Employer reserves the right to require the employee to produce medical documentation in support of his use of sick day(s) and require the employee to submit to medical examination by a physician selected by the Employer.

## ARTICLE XIX

### BEREAVEMENT LEAVE

Employees shall be granted time off without deduction from pay or sick leave for the following requests:

- a) Death in the immediate family, limited to the period from the date of death to and including the day of the funeral, not to exceed two workdays.
- b) Immediate family shall consist of wife, husband, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandchild, grandmother, grandfather, son-in-law and daughter-in-law.
- c) All employees covered by this Agreement shall be entitled to one (1) workday leave without loss of pay to attend the funeral of anyone in the non-immediate family provided that the workday leave with pay shall be taken between date of death and date of burial except as may otherwise be agreed upon between the employee and the Chief. For the purpose of this Article, the term non-immediate family is defined to mean, aunt, uncle, niece, nephew, sister-in-law, and brother-in-law.



- d) The employee shall also be granted reasonable time off not to exceed two (2) days with full pay for the purpose of travel time, if the funeral of an immediate family member is out of state. Such time off is subject to the approval of the Chief.
- e) Under special circumstances, the Chief may grant additional bereavement leave.

## ARTICLE XX

### CLOTHING AND MAINTENANCE ALLOWANCE

#### **Section 1:**

Each employee shall receive a clothing maintenance allowance of eight hundred and fifty (\$850.00) dollars each year to be paid on the first (1st) payday of June.

#### **Section 2:**

All turnout gear and station uniforms shall be provided by the Employer as mandated by law. The Employer shall furnish any changes in turnout gear and/or station uniforms, mandated by law, within a reasonable period.

In the event that said gear is lost or stolen due to the negligence of the employee, it will be the responsibility of the employee to replace said gear within a reasonable period of time.

## ARTICLE XXI

### DEDUCTIONS

Employees may authorize deductions in their paycheck for the Four Sixteen Federal Credit Union and to other entities recognized by the Employer. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Credit Union and other entities as authorized.



## ARTICLE XXII

### EDUCATIONAL DIFFERENTIAL

The Employer agrees that educational pursuits by an employee benefit the Employer, the City of Perth Amboy, as well as the employee and to that end, as an incentive for employees to pursue higher education, will provide the following:

#### Section 1:

Employees who receive an associate degree from an accredited college or complete fifty (50) percent of the credits required for a Baccalaureate Degree shall have their normal yearly salary increased by seven hundred fifty dollars (\$750.00) effective January 1st of the year following the awarding of the degree or completion of said credits.

#### Section 2:

Employees who complete studies for a bachelor's degree from an accredited college shall have their yearly salary additionally increased by one thousand two hundred fifty dollars (\$1,250.00) effective January 1st of the year following the awarding of the degree.

#### Section 3:

Employees who complete studies for a master's degree from an accredited college shall have their yearly salary additionally increased by one thousand seven hundred fifty dollars (\$1,750.00) effective January 1st of the year following the awarding of the degree.

#### Section 4:

Effective January 1, 2005, an annual stipend shall be paid as part of the base salary to Fire Captains upon evidencing successful completion of Incident Management Level I and Hazardous

Materials On Scene Incident Command training in the amount as set forth below:

Captain	\$1,500.00
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Effective January 1, 2005, an annual stipend shall be paid as part of the base salary to Fire Battalion Chief upon evidencing successful completion of Incident Management Level II, Hazardous Materials On Scene Incident Command and Fire Incident Safety Officer training in the amount as set forth below:

Battalion Chief	\$2,500.00
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**Section 5:**

Paperwork required for an education stipend shall be submitted prior to the start of the year in which it is requested to begin. An education stipend is not retroactive.

**ARTICLE XXIII**

**MILEAGE ALLOWANCE**

Employees required to use personally owned vehicles for Fire Department business shall be compensated at the prevailing rate.

**ARTICLE XXIV**

**GRIEVANCE PROCEDURE**

Grievances or disputes which may arise including the interpretation of this agreement shall be settled in the following manner:

The Union or employee shall make known if it has a grievance within thirty (30) calendar days after the grievance has occurred. Failure to act within the thirty (30) calendar days shall make the grievance null and void.

**Section 1:**

The Union Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary.

**Section 2:**

If a grievance does exist, they shall, with or without the physical presence of the aggrieved employee, present the grievance to the head of the Fire Department for adjustment within ten (10) business days.

**Section 3:**

If within five (5) business days the grievance has not been settled, it shall be submitted in writing to the Business Administrator for adjustment. His/her response shall be forwarded to the Union in writing.

**Section 4:**

If within five (5) business days the grievance has not been settled, it shall then be submitted to the Public Employment Relations Commission to provide arbitration service. The authority of the arbitrator shall be limited to the interpretation and application of the Agreement. He shall have no right to add to or subtract from the Agreement.

The decision of the arbitrator shall be final and binding upon both parties. Binding arbitration shall be limited to the interpretation of this Agreement only.

The cost for the service of the arbitrator shall be shared equally by both parties to the arbitration. Either party to this agreement desiring transcripts of arbitration hearings shall be responsible for the costs of such transcripts.

## ARTICLE XXV

### HEALTH BENEFITS

#### Section 1:

Effective June 24, 1998, the parties have agreed that the current medical health benefit program shall be replaced by the City of Perth Amboy Premier Flex Plan as set forth in the Plan Document and revised Benefit Summary, dated May 13 and 15, 1998. Each employee shall receive a copy of the Plan and Benefit Summaries and a bulletin advising him of the benefits to which he is entitled.

The plan will provide coverage for employees' and their families' pre-existing conditions covered by the existing plan. The plan will provide retiree medical benefits to retirees currently covered by the traditional plan on the same basis as current employees.

Effective August 1, 2011, Section A shall be modified to provide:

1. Doctor visits co-pays, \$10 per visit
2. Emergency Room visits, \$50 per visit
3. Deductible and co-pays for out of network services to be increased as follows:
  - a. Deductible: \$400 per individual and \$800 per family
  - b. Maximum out of pocket payment \$1,600 per individual and \$3,200 per family.
4. Prescription coverage:



- a. Brand name co-pay 20%
- b. Generic co-pay 5%
- c. Brand name mail order co-pay 15%
- d. Special Conditions 15%\*

\*When a generic cannot replace a Brand name drug as a matter of medical necessity: The employee must provide a letter of medical necessity from their physician who states that the employee has tried the generic drug, had an adverse reaction to it and must take the brand name drug.

**Section 2:**

The Standard Dental Plan which presently covers the employee is as follows:

Preventive 100%, no deductible

Basic 70%, \$30 per individual/\$90 total family deductible

Major 50%, \$30 per individual/\$90 total family deductible

Maximum annual dental benefit payable is two thousand dollars (\$2,000.00) per person covered by the plan. Payments shall be based on the current, usual, and customary rate schedule in effect in 2005.

The Comprehensive Dental Plan is available to employees who elect to have this coverage instead of the Standard Dental Plan Section 3

The Employer shall pay an amount not to exceed two thousand dollars (\$2,000.00) for braces under both existing dental plans offered by the Employer. There shall be no deductible applied to the payments for braces.



**Section 3: Life Insurance Program**

Regular Employee under 65	\$5,000.00
Regular Employee over 65	\$2,000.00
Retired Employee	\$1,000.00

**Section 4:**

In the event that a change of carriers or policies should occur during the term of this Agreement, the Employer agrees to maintain coverage substantially similar to existing coverage.

**Section 5:**

Employees retiring with twenty-five (25) years of pensionable Police and Firemen Retirement System service after January 1, 2001 shall receive medical, dental and vision benefits upon retirement, including spouse, for life. Other dependents of the employee that are covered by the plan shall maintain coverage, so long as they are qualified under the plan.

- A. Health Insurance Coverage means the group health and hospital insurance coverage provided by the City of Perth Amboy at the time of the eligible employee's retirement and thereafter under the terms of the collective bargaining agreement with the employee organization that represented the retiring employee's job title. It includes surviving spouse and any eligible dependent(s) for whom coverage was provided at the time of retirement to the extent provided for in the controlling insurance contract in effect at the **time**. Any changes in insurance plans, benefit levels and/ or statutorily required contributions that occur during retirement will be applicable to and binding upon the eligible retiree and dependent(s).

- B. Health Insurance Coverage as herein defined, dental and vision benefits coverage shall be provided to employees and their dependents who retire on a disability pension; or who retire after twenty-five (25) years or more of pensionable Police and Firemen Retirement System service; or who have retired and reached the age of 62 or older with at least fifteen (15) years of service with the City of Perth Amboy.
- C. The level of insurance will be the prevailing group coverage that is in effect for the employee organization that represented the retiring employee's job title, as that coverage may be modified with improvements or cost containment changes; and the qualifying retiree, and his or her spouse and dependents, will be subject to and responsible for any employee deductibles, co-pays and effective 12/31/2014 any statutorily required contributions in effect from and throughout retirement. This provision concerning future statutorily required contributions does not apply to the current statutorily required contribution of 1.5% which is being collected and will be continued during the term of the new collective negotiations agreement.
- D. Upon reaching retirement and age 65, Medicare shall become primary health and hospital insurance coverage for employee and applicable dependent(s). The City and Perth Amboy Health Plan will provide secondary coverage to Medicare for eligible City of Perth Amboy retirees over age 65 and eligible dependents.

In the event that the Employee dies prior to retirement, Employee's spouse shall continue to be provided Said insurance coverage for 60 days. Survivor will then have the opportunity to assume coverage under the COBRA laws.

**Section 7:**

Effective January 1, 1998, vision care benefits shall be increased to provide reimbursement of up to one hundred and fifty dollars (\$150.00) per person and aggregate limit of five hundred dollars (\$500.00) per family per year. Coverage shall include prescription contact lenses, eyeglasses and/or eye examinations by an optometrist or ophthalmologist.

**Section 8:**

The City will provide an H.M.O. plan as an alternative.

**Section 9:**

Reserved.

**ARTICLE XXVI**

**LEAVE OF ABSENCE**

Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. All leaves of absence shall be granted in conformity with the rules and regulations of the New Jersey Department of Personnel. Application to the Chief for a leave of absence shall be made in writing at-least two (2) weeks prior to the date on which the requested leave is to commence except in cases of emergency.

**ARTICLE XXVII**

**SAFETY AND HEALTH**

It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department, in order to eliminate as much as possible accidents, death, injuries and illness in the fire service.

**Section 1:**

The Employer shall provide and maintain:

- a. Station uniforms including Nomex long and short sleeve shirts and pants
- b. Personal Protective Equipment including turnout gear, helmets, boots, gloves, hoods and emergency escape systems
- c. Fire apparatus including all engines/pumpers, ladders, rescues, etc.
- d. Self-contained breathing apparatus and fill stations
- e. Firefighting and rescue equipment
- f. Emergency medical equipment

**Section 2:**

The Fire Department's Safety and Health Committee shall be established, maintained, and operate following these guidelines:

The Employer and the Union shall be represented as follows: Union: three (3) appointed fire officers. Employer: three (3) appointed members to be named by the Mayor. The names of the appointed members shall be exchanged by the parties no later than January 31st. This committee will meet during the first week in April, during the first week of October, or at any other time that hazardous conditions become evident. Such condition may be declared by any three (3) members of the joint committee.

The Employer shall not restrict the safety committee members from any Fire Department facility when investigating a health or safety condition. This committee will be guided by but not restricted to the following principles:



- a. Make an immediate and detailed investigation of each accident, death, or injury to determine the fundamental causes.
- b. Develop data to indicate accident sources and injury rates and develop uniform reporting procedures.
- c. Inspect Fire Department facilities and apparatus to detect hazardous physical conditions or unsafe work methods, including training procedures.
- d. Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of firefighting.
- e. Promote safety and emergency medical training for committee members, fire officers and fire fighters.
- f. Participate in advertising safety and in selling the safety program to the employees through Fire Department meetings and training.

**Section 3:**

In the event an employee's equipment and/or station uniform is confiscated due to contamination, said equipment will be replaced by the Employer.

**ARTICLE XXVIII**

**POLICE DUTIES**

Fire Officers shall not be required to perform those duties, which are performed by police officers, except as provided by law.

**ARTICLE XXIX**

**IDENTIFICATION CARDS**

Employees shall be provided with a valid uniformed Fire Department identification card. The cost involved for the making of these cards is to be borne by the Employer.



**ARTICLE XXX**

**MUTUAL AID**

The Employer guarantees that employees who are either injured or killed while rendering aid to a neighboring community are fully covered by insurance and pensions (N.J.S.A. 40A:14-26).

**ARTICLE XXXI**

**MAINTENANCE OF MOTOR VEHICLE APPARATUS**

The Employer shall establish a uniformed maintenance schedule for all motor vehicle apparatus within the Department.

**ARTICLE XXXII**

**MAINTENANCE OF STANDARDS**

**Section 1: Prevailing Rights**

All conditions of employment that now exist but are not covered by this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 2: Extra-Contract Agreements**

The Employer shall not enter into any agreement with any employees which in any way conflicts with the terms of this contract and shall recognize only officials of this Union as official representatives of the negotiations unit.

**ARTICLE XXXIII**

**MANAGEMENT RIGHTS CLAUSE**

The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the following rights, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations: (a) to direct employees of the

Department, (b) to demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain efficiency of the Department operations entrusted to them, (e) to determine the methods, means and personnel which such operations are to be conducted, (f) to establish reasonable work rules, (g) to take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency. Any action taken or powers exercised under this Managements Rights Clause shall not be in conflict with any other provisions of this Agreement. If such conflict arises, the other term or terms of this Agreement shall prevail.

#### **ARTICLE XXXIV**

##### **PAYDAYS**

Effective 1 August 2011, employees covered by this Agreement shall be paid semi-monthly.

#### **ARTICLE XXXV**

##### **FULLY BARGAINED PROVISION**

This Agreement represents and incorporates directly or by reference the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXXVI**

**FIREMATIC ORGANIZATIONS**

Fire Officers who are duly elected delegates organizations shall be granted the necessary time off accordance with Chapter 40 P.L. 1974 and R.S 38:23-2.

**ARTICLE XXXVII**

**SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event any provision is declared invalid as aforesaid, the parties agree to negotiate a new provision to replace said invalid provision.

**ARTICLE XXXVIII**

**PERSONAL LEAVE**

**Section 1:**

Twenty-four (24) hours of personal leave shall be granted to each employee annually. The Fire Officer must give the Chief or his/her authorized representative twenty-four (24) hours advanced notice of his/her intentions to take this time, if possible. The Chief or his/her authorized representative's approval is necessary before the time can be taken. Personal leave time may be taken in four (4) hour time periods.

**Section 2:**

Twenty-four (24) hour personal leave days may be accrued up to three (3) maximum. At the option of the Fire Officer, he/she may receive twenty- four (24) hours pay per personal leave

day, which shall be paid on the first payday in May of the following year, based on his/her salary in the preceding year.

**Section 3:**

In case of the death of an employee, all time accrued shall be paid to the beneficiary on file, or if none, to the estate.

**ARTICLE XXXIX**

**TRAINING**

**Section 1:**

Employees may attend fire training classes, courses or seminars, upon obtaining the prior written approval of the Chief.

**Section 2:**

If approval to attend a fire training class, course or seminar is granted, the Employer shall provide the necessary time off to attend the training class, course or seminar. When attendance is required during off duty hours, the employee shall be provided compensatory time off at the rate of time and one-half. Compensatory time off shall not be scheduled unless the employee has obtained the Chief's prior approval. If compensatory time off cannot be taken before the end of the calendar year as a result of the Chief's denial of the employee's request, then, at the Employer's option, the employee shall be paid for the compensatory time at his/her straight time rate for the year in which the training took place or he shall be allowed to accumulate his/her compensatory time for one (1) year only. If the employee's request for compensatory time is denied during the second year, then the employee shall be paid for compensatory time at his/her straight time rate for the year in which, the training took place. Under no circumstances shall an employee otherwise be permitted to accumulate compensatory time.



**Section 3:**

Upon completion of the training, the Employer agrees to reimburse the employee for the tuition and required textbooks within thirty (30) days of receipt of a duly executed purchase order and written proof that the employee successfully completed the class, course or seminar.

**Section 4:**

Employees upon separation from the Department shall be paid for all compensatory time accrued. In the event of the death of the employee, same will be paid to his/her estate.

**Section 5:**

- a. Employees who possess and maintain a valid State of NJ Fire Instructor Level 1 shall receive an annual stipend of \$1,500 per year.
- b. Employees who possess and maintain a valid State of NJ Fire Instructor Level 2 shall receive an annual stipend of \$2,500 per year.
- c. These stipends shall be added to the base salary for pension purposes.
- d. To be eligible to receive the stipend the employee must be willing and able to perform training for the Perth Amboy Fire Department at no additional cost beyond that which is outlined in this agreement.

**Section 6:**

If teaching or instructing a class off duty, Instructors shall receive compensatory time at the rate of straight time and a half, or at the Employee's option, be paid at the overtime rate for the duration of the session.



## ARTICLE XL

### MANDATORY RANDOM DRUG AND ALCOHOL TESTING PROGRAM

Effective upon execution of this contract, all Employees shall be subject to mandatory random drug and alcohol testing in a similar manner as the City's existing CDL program. The drug testing procedures will mirror the federal guidelines (49 CFR part 40) with the penalties as outlined in Article XLI of this Agreement.

Random testing shall be provided on a quarterly basis with seven (7) primary and seven (7) substitute employees selected randomly. The date for the test shall be determined by the Employer. A Union official may be present during the testing.

Covered employees must provide written consent on a form provided by the City to participate in the Mandatory Random Drug and Alcohol Testing Program. All covered employees shall be treated equally in all respects.

The penalty for testing positive on any random or reasonable suspicion drug test shall be immediate dismissal.

A positive random or reasonable suspicion alcohol test of .08 percent or greater shall be considered intoxication.

***The penalty for a positive test of .08 percent or greater while on duty:***

First Offense: The Employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a written reprimand and may include up to a three (3) days (each day having a value of eight (8) hours) suspension without pay and submit to return to work testing as described in the policy.

Second Offense: The Employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a three (3) day (each day

having a value of eight (8) hours) and up to a ten (10) day suspension without pay and the requirement that the Employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

Third Offense: The Employee shall immediately be removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a forty-five (45) day (each day having a value of eight (8) hours) suspension without pay and the requirement that the Employee shall submit proof of participation and successful completion in an approved rehabilitation program.

Fourth Offense: The Employee shall immediately be removed from duty and dismissed.

***The penalty for a positive test of .08 percent or greater while off duty and in uniform:***

First Offense: The Employee shall be subject to disciplinary action, at a minimum, of a written reprimand or up to two (2) days (each day having a value of eight (8) hours) suspension without pay and submit to return to work testing as described in the policy.

Second Offense: The Employee shall be subject to disciplinary action of, at a minimum, a two (2) day (each day having a value of eight (8) hours) suspension without pay and submit to return to work testing as described in the policy, to ten (10) days suspension without pay and the requirement that the Employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

Third Offense: The Employee shall be subject to disciplinary action of a ten (10) day to thirty (30) day (each day having a value of eight (8) hours) suspension without pay and requirement that the Employee shall submit proof of participation and successful completion in an approved rehabilitation program.

*A positive test of .02 to .0799 percent while on duty:*

First Offense: The Employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a written reprimand and may include up to a one (1) day (each day having a value of eight (8) hours) suspension without pay and submit to work testing as described in the policy.

Second Offense: The Employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least one (1) day to five (5) days (each day having a value of eight (8) hours) suspension without pay. Submit to return to work testing as described in the policy and the requirement that the Employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

Third Offense: The Employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a thirty (30) day (each day having a value of eight (8) hours) suspension without pay and the requirement that the Employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program. Such action may also include dismissal.

Fourth Offense: The Employee shall be immediately removed from duty and dismissed.

Failure to successfully complete the required rehabilitation program shall result in additional disciplinary action. Such action may include dismissal.

Refusal to submit to a test as required without a valid medical examination shall subject the individual to immediate dismissal.



**ARTICLE XLI**

**EXTREME WEATHER**

The Department will maintain a policy following national guidelines regarding non-emergency duties in extreme weather.

**ARTICLE XLII**

**DURATION**


Except as provided herein, this Agreement shall be retroactive to January 1, 2023 and shall remain in full force and effect until December 31, 2024.


It shall automatically be renewed from year to year thereafter, unless either party to this Agreement shall have notified the other in accordance with the rules of the Public Employment Relations Commission that it desires to renegotiate the agreement. If the present Agreement expires before a new agreement is reached, the terms of this Agreement shall remain in effect until the employees are covered by a subsequent agreement.

In witness thereof, the parties hereto set their hands and seals this 14<sup>th</sup> day of April.

**ATTEST:**

**CITY OF PERTH AMBOY**


  
Victoria Ann Kupsch, Municipal Clerk

  
Helmin J. Caba, Mayor

**ATTEST:**

**FMBA, LOCAL 258**



  
President



**SCHEDULE A**

**SALARY GUIDE**

	1/1/22	1/1/23	1/1/24
Increase		2.5%	2.5%
Captain	\$111,832	\$114,628	\$117,493
Battalion Chief	\$120,219	\$123,224	\$126,305