

**AGREEMENT**

between

**THE CITY OF PERTH AMBOY,  
a municipal corporation  
of the State of New Jersey**

and

**PERTH AMBOY SUPERIOR OFFICERS  
ASSOCIATION FRATERNAL ORDER OF POLICE  
LODGE NO. 80.**

Effective January 1, 2019 to December 31, 2024

## TABLE OF CONTENTS

	Purpose	1
Article I	Recognition	2
Article II	Conducting Association Business	3
Article III	Bulletin Board	6
Article IV	Personnel File	7
Article V	Promotion List	8
Article VI	Mutual Aid	9
Article VII	Hours of Work and Work Schedule	10
Article VIII	Wages	15
Article IX	Overtime	20
Article X	Vacation Time, Floating Day and Personal Day	26
Article XI	Lunch Allowance	31
Article XII	Holidays	32
Article XIII	Injury Leave	33
Article XIV	Sick Leave	34
Article XV	Uniform Allowance	38
Article XVI	Health and Welfare Benefits	39
Article XVII	Death in Family	41
Article XVIII	Employer's Rights	43
Article XIX	Safety, Equipment and Working Conditions	44
Article XX	Legal Representation	45

Article XXI	Grievance Procedure and Arbitration	47
Article XXII	Construction under Laws of the State of New Jersey	52
Article XXIII	No Modification Except in Writing	53
Article XXIV	Termination Entitlement and Post-Termination Employment	54
Article XXV	Savings Clause	55
Article XXVI	Terms of Agreement	56
Article XXVII	Management Rights Clause	57
Article XXVIII	Representation Fee	58
Article XXIX	Maintenance of Standards	61
Article XXX	Seniority List	62
Article XXXI	Voluntary Random Drug and Alcohol Testing Program	63
Article XXXII	Prescription Eyeglass Allowance	66
Article XXXIII	Official Spokesperson	67
	Signature Page	68
	Schedule A - Salary Guide	69

This AGREEMENT, effective and retroactive to January 1, 2019, and expiring on December 31, 2024, between

**THE CITY OF PERTH AMBOY,**  
a municipal corporation of  
the State of New Jersey  
(hereinafter referred to as  
"Employer" and/or "City"),

and

**PERTH AMBOY SUPERIOR OFFICERS ASSOCIATION,  
FRATERNAL ORDER OF POLICE, LODGE NO. 80**  
(hereinafter referred to as "Association",  
"Union", "F.O.P." and/or "Employee").

PURPOSE

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the City of Perth Amboy and the F.O.P. and to assure sincere bargaining, establish proper standards of salaries, working conditions and hours and other conditions of employment. The continued efficiency and excellence of the Perth Amboy Police Department shall be considered foremost, at all times, by both parties to this Agreement.

ARTICLE I  
RECOGNITION

Section A

The Employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, working conditions and other terms and conditions of employment for an appropriate negotiations unit established in accordance with N.J.S.A. 34A:5-3, as supplemented and amended.

Section B

Included in the negotiating unit shall be those employees of the City of Perth Amboy within the Police Department whose job title is sergeant, lieutenant and captain as well as NJFOP Labor Counsel or their designee. The job titles of police director, deputy chief and police officer are excluded from the negotiating unit.

## ARTICLE II

### CONDUCTING ASSOCIATION BUSINESS

#### Section A

The Employer shall grant time off, without loss of pay, to the legislative state delegate to the New Jersey State Fraternal Order of Police or his designee, to conduct Association business on the state or local level, and to attend monthly state and county conference and scheduled tri-county conference meetings which require their attendance, or to serve in any capacity in official F.O.P. business, provided twenty-four (24) hour written notice is provided to Employer, and provided time off does not interfere with the proper operations of the police department.

#### Section B

The President or his designate shall be granted similar time off to conduct Association business, with pay, provided twenty-four (24) hour written notice is provided to Employer, and provided time off does not interfere with the proper operations of the police department.

#### Section C

Officers of the Association shall be excused from duty without loss of pay to attend all local Association meetings, provided that such attendance does not require the recall of off-duty superior officers to bring the police department up to its proper effectiveness, and provided further that said officer shall be excused from duty only for the actual time of the meeting.

Local Association meetings will total fourteen (14) meetings per annum, twelve (12) monthly meetings and two (2) open meetings.

Section D

The Employer shall permit members of the Association negotiating committee to attend mutually scheduled collective bargaining meetings during duty hours without loss of pay, provided that no more than two (2) officers from one (1) shift shall be permitted to attend the meetings at any one time.

Section E

The Employer agrees to grant the necessary time off without loss of pay, including reasonable travel time, to the state or national convention of the New Jersey Fraternal Order of Police, as provided under N.J.S.A. 11A:6-10 including the delegate and two (2) alternatives, provided twenty-four (24) hour written notice is provided to Employer, and provided time off does not interfere with the proper operations of the police department in accordance with N.J.S.A 11A6-10, 40A:14-177, and/or 4A:6-1.13.

Time off shall not be more than four (4) days in accordance with present practice, excluding travel time. Air travel time shall be approved by the chief of police.

Section F

Any employee who is a member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such official of the Union, nor shall

there by any discrimination against any employee because of union membership activities.



ARTICLE III

BULLETIN BOARD

Section A

The Employer shall permit the Association reasonable use of all bulletin boards located in the respective police facilities for posting notices concerning Association business and activities dealing with the welfare of the employees.

## ARTICLE IV

### PERSONNEL FILE

#### Section A

There shall be only two (2) overall Perth Amboy Police Department employee files, one at police headquarters and one at the personnel office. In the event of a conflict, the file in the personnel office is considered the official personnel file. In total there may be as many as five (5) files per sworn officer: (1) a general personnel file including Civil Service preliminary and final notice of discipline forms and support documentation and (2) a separate medical file in both the personnel office and a general personnel file (3) and a separate medical file (4) both in the police department. In the police department there may also be (5) a separate file containing Internal Affairs reports and supporting documentation, if applicable. Employer shall notify in writing the employee within a reasonable time of any material considered to be unfavorable to the employee that is included in the file. Employee shall have the right to examine said material and include a rebuttal. Any negative material that is placed in an officer's file where the officer has not been notified of its existence shall not be used against said officer in any manner.

#### Section B.

The employee shall have the right to review his files at any reasonable time in accordance with current protocol. Any unfavorable material, except for charges leading to conviction or discipline or subjective evaluative material can be removed through grievance procedure.

ARTICLE V  
PROMOTION LIST

Section A

Employer shall establish a promotion list and post the same and shall make appointments for any vacancy from said promotion list. The promotion list shall be maintained whether or not there is a vacancy. This shall not infringe upon the right of the Employer, by ordinance, to abolish or create positions. This provision, however, shall apply to any position added by Employer.

ARTICLE VI

MUTUAL AID

Section A

Employees, while rendering aid to another community at the direction of the superior officer shall be fully covered by worker's compensation and disability insurance and pension as provided for by state law and shall be fully covered by all applicable terms of this Agreement.

ARTICLE VII

HOURS OF WORK AND WORK SCHEDULE

PART 1 GENERAL

Section A

Superior officers assigned to the Uniformed Patrol Division shall work a four (4) ten (10) hour days on/four (4) ten (10) hour days off work schedule. Superior officers assigned to the Detective, Traffic and Juvenile Aid Divisions shall work a four (4) ten (10) hour days on/three (3) ten (10) hour days off work schedule.

Section B

Part 2 of this Article shall apply when the five and two work schedule is in effect. Part 3 of this Article shall apply when the four and four work schedule is in effect.

PART 2 FIVE AND TWO WORK SCHEDULE

Section A

The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to between the parties.

Section B

The work week shall consist of five (5) eight (8) hour work days out of every seven (7) days, totaling forty (40) hours per week.

Section C

RESERVED

Section D

Eight (8) consecutive work hours shall include a one-half (1/2) hour period for lunch and two (2) fifteen (15) minute break periods. The City reserves the right to schedule the lunch and break periods, provided that the employee is not required to take the lunch and break periods at the beginning or end of the shift. If for any reason, by order of his superior officer, an employee is unable to take the one-half (1/2) hour lunch period or two (2) fifteen (15) minute break periods, said employee shall receive compensable time off at time and one-half (1-1/2) for all time not allowed; said compensable time to be received by said employee within a twelve (12) month period from the time worked. If compensable time off is not allowed within said twelve (12)

month period, employee shall be paid on the next pay period at time and one-half (1-1/2) for all time not allowed.

Section E

The definitions contained above of the work hours, work days and work week shall not affect current assignment of employees in shift changeovers.

PART 3 FOUR AND FOUR WORK SCHEDULE

Section A

The work day shall consist of not more than ten (10) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to between the parties and otherwise set forth in Part 3, Section D of this Article. The starting and ending time shall be determined by the Employer.

Section B

The work week shall consist of four (4) ten (10) hour work days out of every eight (8) days, totaling forty (40) hours per week for employees assigned to the Patrol Division and four (4) ten (10) hour work days out of every seven (7) days, totaling forty (40) hours per week for employees assigned to other divisions. The exact days worked shall be determined by the Employer.

Section C

In addition to the hours set forth in Part 1, Section A of this Article, employees assigned to the Patrol Division shall:

- (a) attend training sessions or a general meeting called for by the police director for a total of twenty-two (22) hours a year;
- (b) work in excess of ten (10) hours a day or forty (40) hours a week for a total of thirty (30) hours a year; and
- (c) attend a general meeting of supervisors once a year for a period of up to four (4) hours as called for by the Chief Law Enforcement Officer (CLEO) to be compensated at the same rate as a staff meeting.

In order to ensure efficient and consistent communications and operations of the Department, the Chief Law Enforcement Officer (CLEO) of the Department will call for a meeting of all staff officers including at a minimum all Watch and Divisional Commanders. These staff meetings will be held no more than twelve (12) times per year unless agreed upon by Lodge 80 and the CLEO. These meetings will be held on a fair rotational basis between both Patrol Squads. It is expected that each Watch and Divisional Commander attend each meeting. If the Commander is on vacation or otherwise unable to attend they shall make every effort to have a subordinate supervisor attend in their absence and the member that will be representing them at the meeting. The employer agrees to pay at a minimum of three (3) hours compensatory time for staff meeting attendance or the employee may, at his/her request, use available bank time for purposes of staff meeting attendance.

If the chief or the police director, if a chief is not employed by the City, requires an employee to attend more than twenty-two (22) hours of training sessions a year, then the employee shall attend the sessions and the thirty (30) hours a week requirement shall not be reduced by the number of hours of additional training



session hours. No additional compensation shall be paid for the hours worked pursuant to this Section. A total of thirty (30) hours shall be made up by each employee pursuant to this Section prior to the end of the year.

Effective upon the execution of the 2019-2024 Collective Negotiations Agreement, training time shall be increased to a total of thirty-seven (37) hours per year. It is understood and agreed that all hours already used for training this year shall be subtracted from the total hours of training owed this year.

Effective upon ratification of the April 5, 2022 Memorandum of Agreement and execution of the 2019-2024 Collective Negotiations Agreement, Bank Time shall be decreased by twenty (20) hours to a total of ten (10) hours. Any officer who has not completed ten (10) hours of bank time this year must continue working bank time until a total of ten (10) hours has been completed or the 2022 contractual year has been completed. Effective January 1 of each year begins a new maximum total of ten (10) hour bank time requirement cycle. Any officer who worked ten or more hours of bank time this year would have satisfied the bank time requirement for this year. It is further agreed that no retroactive hours regarding bank time will be owed by the City to any officer who worked in excess of ten (10) hours of bank time for this year only.

At least three (3) days notice shall be given an employee if he is required to replace an employee on a ten (10) hour shift. If an employee is required to replace an employee on an upcoming shift, no notice shall be required. The maximum time period that an employee can be required to replace an employee on an upcoming shift shall be five (5) hours.

Section D

Ten (10) consecutive work hours shall include a one-half (1/2) hour period for lunch and two (2) fifteen (15) minute break periods, except for desk sergeant and desk lieutenants who

must remain at the desk at all times. The City reserves the right to schedule the lunch and break periods, provided that the employee is not required to take the lunch and break periods at the beginning or end of the shift. As to the desk sergeants and desk lieutenants who are required to work and remain at the desk, they shall receive either the above or one (1) hour off in lieu of lunch and break periods, or shall be compensated at time and one-half (1-1/2) for all time for lunch and break periods not allowed. If for any reason, by order of his superior officer, an employee is unable to take the one-half (1/2) hour lunch period or two (2) fifteen (15) minute break periods, said employee shall receive compensable time off at time and one-half (1-1/2) for all time not allowed; said compensable time to be received by said employee within a twelve (12) month period from the time worked. If compensable time off is not allowed within said twelve (12) month period, employee shall be paid on the next pay period at time and one-half (1-1/2) for all time not allowed.

#### Section E

The definitions contained above of the work hours, work days and work week shall not affect current assignment of employees in shift changeovers.

ARTICLE VIII

WAGES

Section A

Annual base salary for the positions of sergeant, lieutenant and captain are set forth in Schedule A.

Section B

In the event this Agreement is executed subsequent to January 1, 2009, provisions regarding wages for a specific calendar year, as set forth herein, shall be retroactive to the effective date of the increase in wages. It is understood that all officers in step on the guide will move to their next step on the guide, if the requisite years of service is attained, effective January 1st of each year regardless of whether a settlement has been reached.

Section C

In addition to the above salaries, a longevity payment shall be paid as hereafter fixed and determined, such longevity pay to be deemed as additional compensation and shall be considered part of an employee's salary for retirement benefits.

After five years	2%
After ten years	4.75%

After fifteen years	6.5%
After twenty years	9.25%
After twenty-four years	11%

Employees hired to the rank of Police Officers after August 25, 2014 are not eligible for longevity.

#### Section D

Employees who have received an associate's degree or earned sixty (60) credits from an accredited college shall have their normal yearly salary increased by seven hundred fifty dollars (\$750.00).

Employees who complete studies for a bachelor's degree from an accredited college shall have their yearly salary increased by one thousand two hundred fifty dollars (\$1,250.00).

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

#### Section E

Sergeants who are required to replace a lieutenant as a watch commander shall be compensated at the rate of lieutenant's wages instead of sergeant's wages for the time spent during the replacement of a lieutenant as a watch commander.

Section F

On-call Supervisors assigned to be on the On-Call List who are required to maintain contact with the City shall receive an additional ~~Thirty dollars~~ (\$30.00) per day compensation.

Section G

Effective January 1, 1997, there will be a base salary differential based upon rank ("rank differential") of 10.5 percent between senior police officer and sergeant. In addition, for all sergeants appointed after April 15, 2011, a new salary guide will be established which will provide a rank differential between a newly-appointed sergeant and a senior police officer of 6.5 percent during the first year of appointment; 7.5 percent during the second year of appointment; 8.5 percent during the third year of appointment; 9.5 percent during the fourth year of appointment and 10.5 percent during the fifth year of appointment.

Section H

All sergeants, lieutenants and captains working a 4-on-and-4-off schedule shall receive shift differential pay which shall be added to each individual's base wage and calculated as part of each individual's annual salary as follows:

Days	\$250.00
Afternoons	\$500.00
Evenings	\$750.00
Floater	\$500.00

## Section I

All sergeants, lieutenants and captains working a 4-on-and-3-off schedule shall receive an additional yearly stipend to be added to each individual's base wage and calculated as part of each individual's annual salary, over and above the shift differential provided to those sergeants, lieutenants and captains working a 4-on-and-4-off schedule. The amount of this yearly stipend will be one thousand dollars (\$1,000.00) greater than those individuals working 4-on-and-4-off schedule on the day shift (total \$1,250.00), seven hundred fifty dollars (\$750.00) greater than those individuals working 4-on-and-4-off schedule on the afternoon shift /floaters (total \$1,250.00), and five hundred dollars (\$500.00) greater than those individuals working 4-on-and-4-off schedule on the evening shift (\$1,250.00).

## Section J

It is agreed that off-duty assignments will be paid at the same rate as a Police Officer except that when a supervisor is required to work an off-duty job as a supervisor as determined by the Chief, the supervisor will be paid at a rate of 10.5 percent more than the hourly off-duty rate paid to a Police Officer. This hourly rate will be paid to any member working off-duty as a supervisor regardless of rank.

## Section K

Effective upon execution of the 2019-2024 Collective Negotiations Agreement, there shall be a 4 and 3 schedule stipend in the amount of \$1,000 for eligible Sergeants, Lieutenants, and Captains working on the 4 and 3 schedule and assigned supervisory duties to the 4 and 3 schedule, regardless of unit assigned. This \$1,000 stipend will not be included in base salary for pension purposes and shall be paid as a one-time lump sum payment in the last pay period of November each year. The \$1,000 annual stipend shall be pro-rated from the date of execution of the 2019-2024 Collective Negotiations Agreement the year the stipend is implemented.

In the event the assignment is not for a full year, the Sergeant, Lieutenants, or Captains shall receive a pro-rated stipend paid as a lump sum payment in the last pay period of November.



ARTICLE IX

OVERTIME

PART 1 FIVE AND TWO AND FOUR AND THREE WORK SCHEDULES

Section A

The Employer agrees to pay all employees on a five and two work schedule time and one-half (1-1/2) for any and all hours worked in excess of eight (8) consecutive hours or in excess of forty (40) hours per week, and a minimum of three (3) hours overtime pay for any appearances during off-duty hours for court appearances in municipal, county, state and federal courts, as well as time spent in appearances before grand juries, including travel time, which are required as a result of employee's occupation as a superior officer. Effective November 13, 2002, the members of the bargaining unit shall be entitled to a minimum of three (3) hours overtime pay at time and one-half rate for depositions and other required legal proceedings in connection with cases in municipal, state and federal courts and other legal proceedings.

Section B

Overtime duty shall be given on the basis of seniority within rank on a rotating basis from a list supplied to Employer by the Association, unless the Employer for purposes of overtime needs a particular employee with special skills and/or qualifications to perform the overtime work, or an emergency necessitates that the City meet its manpower needs without instant

compliance. If any employee refuses to work overtime three (3) consecutive times, his name shall be removed from the list for the remainder of the calendar year. If everyone on the list refuses the assignment of overtime on a particular occasion, the Employer shall have the right to select any employee to work one (1) time for that particular occasion only, at time and one-half (1-1/2) regular rate. Whenever any employee is called in to work at a time other than his regular shift, he shall receive a minimum of four (4) hours work and shall be paid for same, whether or not he works that length of time.

#### Section C

Any member who is entitled to overtime pay shall receive overtime pay at time and one-half (1-1/2) his regular rate, said pay to be received not later than one (1) month after submission to the comptroller's office of the voucher for the overtime pay by Employer. Employer shall make every effort to immediately submit said request to the comptroller's office as soon as possible. A member who is entitled to overtime pay shall have the right to request of the chief of police, or the police director if a chief is not employed by the City, compensatory time off at time and one-half (1-1/2) time worked overtime. If the chief of police, or the police director if a chief is not employed by the City, denies said request, Employer shall immediately submit a voucher for the overtime pay as set forth above, and

payment shall be made not later than one (1) month after submission of said voucher to the comptroller's office.

Section D

Effective November 13, 2002, the members of the bargaining unit shall receive compensatory time for the first hour or any part thereof of overtime worked immediately following their regular shift. This earned compensatory time shall be taken within the same calendar year in which it was earned.

Section E

Effective November 13, 2002, whenever an employee is contacted while off duty and is required to communicate with the division commander, deputy chief and police director in accordance with the notification policy, dated March 28, 1994, the employee shall be compensated for the time expended for making phone calls, provided that the minimum compensation shall be one (1) hour, regardless of whether the employee worked the length of time.

PART 2 FOUR AND FOUR WORK SCHEDULE

Section A

Except as otherwise provided in Article VII, Part 3, Section D of this Agreement, the Employer agrees to pay all employees time and one-half (1-1/2) for any and all hours worked in excess of ten (10) consecutive hours or in excess of forty (40) hours per week, and a minimum of three (3) hours overtime pay for any appearances during off-duty hours for court appearances in municipal, county, state and federal courts, as well as time spent

in appearance before grand juries, including travel time, which are required as a result of employee's occupation as a superior officer. Effective November 13, 2002, the members of the bargaining unit shall be entitled to a minimum of three (3) hours overtime pay at time and one-half rate for depositions and other required legal proceedings in connection with cases in municipal, state and federal courts and other legal proceedings.

Section B

Overtime duty shall be given on the basis of seniority within rank on a rotating basis from a list supplied to Employer by the Association, unless the Employer for purposes of overtime needs a particular employee with special skills and/or qualifications to perform the overtime work, or an emergency necessitates that the City meet its manpower needs without instant compliance. If any employee refuses to work overtime three (3) consecutive times, his name shall be removed from the list for the remainder of the calendar year. If everyone on the list refuses the assignment of overtime on a particular occasion, the Employer shall have the right to select any employee to work one (1) time for that particular occasion only, at time and one-half (1-1/2) regular rate. Whenever any employee is called in to work at a time other than his regular shift, he shall receive a minimum of five (5) hours work and shall be paid for same, whether or not he works that length of time.

### Section C

Any member who is entitled to overtime pay shall receive overtime pay at time and one-half (1-1/2) his regular rate, said pay to be received not later than one (1) month after submission to the comptroller's office of the voucher for the overtime pay by Employer. Employer shall make every effort to immediately submit said request to the comptroller's office as soon as possible. A member who is entitled to overtime pay shall have the right to request of the chief of police, or the police director if a chief is not employed by the City, compensatory time off at time and one-half (1-1/2) time worked overtime. If the chief of police, or the police director if a chief is not employed by the City, denies said request, Employer shall immediately submit a voucher for the overtime pay as set forth above, and payment shall be made not later than one (1) month after submission of said voucher to the comptroller's office.

### Section D

Effective November 13, 2002, the members of the bargaining unit shall receive compensatory time for the first hour or any part thereof of overtime worked immediately following their regular shift. This earned compensatory time shall be taken within the same calendar year in which it was earned.

### Section E

Effective November 13, 2002, whenever an employee is contacted while off duty and is required to communicate with the

division commander, deputy chief and police director in accordance with the notification policy, dated March 28, 1994, the employee shall be compensated for the time expended for making phone calls, provided that the minimum compensation shall be one (1) hour, regardless of whether the employee worked the length of time.

ARTICLE X

VACATION TIME, FLOATING DAY AND PERSONAL DAY

Section A

(1) Five and Two Work Schedule & Four and Three Work Schedule

Vacation time shall be established according to the following schedule pursuant to the procedures set forth in Section C of this Article:

<u>Length of Employment</u>	<u>Period of Vacation</u>
0-1 year	1 working day for each month
1-5 years	16 working days
6-10 years	19 working days
11-15 years	22 working days
16-20 years	25 working days
21-25 years	28 working days
26 years and over	31 working days

Any officer whose anniversary date falls during the year shall be entitled to the highest number of days as if appointed January 1 of that year.

(2) Four and Four Work Schedule

Vacation time for employees assigned to the Patrol Divisions shall be established according to the following schedule pursuant to the procedures set forth in Section C of this Article:

<u>Length of Employment</u>	<u>Period of Vacation</u>
0-1 year	1 working day for each 6 calendar weeks
1-5 years	12 working days
6-10 years	15 working days
11-15 years	18 working days
16-20 years	20 working days
21-25 years	22 working days
26 years and over	25 working days

Any officer whose anniversary date falls during the year shall be entitled to the highest number of days as if appointed January 1 of that year.

#### Section B

Vacation leave may be split at the request of an employee into one (1), two (2), three (3) or four (4) units of not less than five (5) full working days per unit if a five-and-two or four-and-three work schedule is in effect or not less than four (4) working days per unit if a four-and-four work schedule is in effect, subject to the approval of the chief of police, or the police director if a chief is not employed by the City, which approval shall not be unreasonably denied. Vacation pay shall be paid in advance of vacation, on the pay day of the week preceding the start of the employee's vacation period, provided three (3) weeks' notice is given to the chief, the police director if a chief is not employed by the City, or his representatives.



### Section C

All requests for vacation shall be submitted by employees to Employer no later than December 15th to be published and Employer shall publish and post a vacation schedule not later than February 1st of the following year. Failure to post vacation list by Employer by February 1st of the following year shall be considered an approval of submitted request. Any employee failing to submit vacation request by December 15th will be assigned a vacation period at the discretion of the Employer.

### Section D

Any member retiring shall be entitled to full vacation benefits if retirement occurs after June 1st of the contract year and pro-rated benefits if retiring prior to June 1st of the contract year.

All vacation benefits must be paid to employee within the next quarter he is retiring for pension purpose, provided the employee has otherwise notified the Employer that he was retiring by June 30 of the previous year. If not, then said benefits should be paid no later than June 30 of the year following his retirement.

### Section E

#### (1) Five-and-Two Work Schedule

In addition to the schedule of vacation days and vacation entitlement set forth above, each employee on a five and two work schedule shall be entitled to one (1) floating day and

two (2) personal days. The floating day to be utilized any time during the calendar year of the contract. This floating day shall be cumulative if a request for a floating day is denied during the course of the year. Any officer submitting a request for a floating day shall submit a written request for the day at least seven (7) days prior to the day off the employee wishes and same shall be granted day off except in cases of full alert. In the event two (2) officers working the same tour of duty is requesting the same day off, the officer with the most seniority shall be granted the day off. In the event a floating day is denied by the chief of police, the police director if a chief is not employed by the City, or his designee, the employee may elect to have this day accumulated as a vacation day in the next calendar year or, upon notice to the Employer, elect to have one day's pay not later than the first pay in April. Nothing herein shall limit the number of times an employee may request a floating day during the year.

(2) Four-and-Four Work Schedule

In addition to the schedule of vacation days and vacation entitlement set forth above, each employee shall be entitled to two (2) personal days.

(3) Four-and-Three Work Schedule

In addition to the work schedule of vacation days and personal days entitlement set forth in this Agreement, each employee shall be entitled to an additional floating personal day.

#### Section F

Any officer submitting a request for a personal day shall submit a written request for the day at least seven (7) days prior to the day off the employee wishes and same shall be granted prior to the day off except in cases of full alert. In the event two (2) officers working the same tour of duty are requesting the same day off, the officer with the most seniority shall be granted the day off. If same is denied, it will have to be resubmitted. Personal days will have to be taken by December 15 of the year and cannot be accumulated or paid for.

#### Section G

Upon the recommendation of the doctor and approval of the business administrator, members may draw in advance any part or all of the next year's vacation time, which days shall be deducted the following year, provided said member has exhausted accumulated sick leave and vacation time.

#### Section H

All vacation time shall be used in the year it is earned, except as approved by the chief of police, or the police director if a chief is not appointed by the City, for special, exceptional reasons in accordance with N.J.S.A 4A:6-1.2. If use of said time is denied and cannot be used, the officer will be paid for said time on a hour-for-hour basis.

ARTICLE XI

LUNCH ALLOWANCE

Section A

Any member of the Association required to appear in county, state and federal court, or before any grand jury or any governmental agency on police business shall be allowed a meal allowance not to exceed ten dollars (\$10.00) per day for each daily appearance.

ARTICLE XII

HOLIDAYS

Section A

All members of the police department shall receive twelve (12) paid holidays during each calendar year. In addition, those members on a four and four work schedule shall receive their birthday off with pay; if the officer is not scheduled to work on his/her birthday, then the member shall receive his/her next scheduled day of work off with pay. Employees who work a four and three schedule shall also be given New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and their birthday off from work if they would otherwise be scheduled for duty on that day.

Section B

Pension contributions and deductions shall be applicable to all holiday pay. Deductions for pension will be taken out semi-monthly.

ARTICLE XIII

INJURY LEAVE

An employee who incurs an injury while on duty shall be entitled up to one hundred and twenty (120) calendar days injury leave per year at full pay. The one hundred and twenty (120) day period may be extended upon approval by the Mayor and the City Council of an extension request by the employee. An employee may request up to two extensions sixty (60) days per request for a potential total of an additional one hundred and twenty (120) days. It is understood and agreed that each extension request is considered a separate request that must be processed and approved separately.

This in no way affects the employee's worker's compensation rights. In the event an employee's injury leave exceeds the one hundred and 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. Further, any member of the bargaining unit sustaining an injury while performing an approved, contracted, and/or off-duty assignment shall also be entitled to injury leave as set forth above.

ARTICLE XIV

SICK LEAVE

Section A

(1) Five-and-Two Work Schedule

Each member on a five and two work schedule shall be granted one (1) day for each month of completed service during the first year of service as sick days. Each member shall be granted fifteen (15) days sick time for each year of service after the first year of service, which days shall be cumulative.

(2) Four-and-Four Work Schedule

Each member on a four and four work schedule shall be granted one (1) day for each month of completed service during the first year of service as sick days. Each member shall be granted twelve (12) days sick time for each year of service after the first year of service, which days shall be cumulative.

Section B

(1) Five-and-Two Work Schedule

After thirty (30) days of sick leave has been accumulated by any member of the Association on a five and two work schedule by the last day of the preceding year, Employer shall pay during the following year, one (1) day's pay for each five (5) sick days accumulated and not used, to a maximum of three (3) days' pay. Sick days shall continue to accumulate regardless of the payment as hereinabove provided. Payment shall be made with the first paycheck in April.

(2) Four-and-Four Work Schedule

After twenty-four (24) days of sick leave has been accumulated by any member of the Association on a four and four work schedule by the last day of the preceding year, Employer shall pay during the following year, one (1) day's pay for each four (4) sick days accumulated and not used to a maximum of three (3) days' pay. Sick days shall continue to accumulate regardless of the payment as hereinabove provided. Payment shall be made with the first pay check in April. Sick days accumulated prior to the effective date of the four and four work schedules shall be converted to a ten (10) hour day equivalency by multiplying the number of eight (8) hour days by eighty percent (80%).

Section C

The heirs, assigns or designees of a member whose employment is terminated by death and while in good standing shall receive all accumulated time benefits due in cash on the next pay due after the date of death.

Section D

(1) Five-and-Two Work Schedule

Upon the recommendation of the doctor and approval of the city business administrator, members on a five and two work schedule may draw in advance on sick days of up to an additional fifteen (15) days of any calendar year, which days shall be



deducted the following year, provided said member has exhausted his accumulated sick leave and vacation time.

(2) Four-and-Four Work Schedule

Upon recommendation of the doctor and approval of the city business administrator, members on a four and four work schedule may draw in advance on sick days of up to an additional twelve (12) days of any calendar year for employees assigned to the Patrol Division and an additional fifteen (15) days of any calendar year for employees who work a four and three schedule, which days shall be deducted the following year, provided said member has exhausted his accumulated sick leave and vacation time.

Section E

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 a medical examination by a physician selected by the Employer.

Section F

(1) Five-and-Two Work Schedule

If at retirement any member has over sixty (60) days accumulated sick leave, he shall be paid one (1) day's pay for each two (2) days accumulated with a two hundred (200) day cap as the maximum payout. The only exception will be for those employees covered by this Agreement who have accumulated an excess of four hundred (400) sick days prior to January 1, 1985.

(2) Four-and-Four Work Schedule

If at retirement any member has over sixty (60) days accumulated sick leave, he shall be paid one (1) day's pay for each two (2) days accumulated with a two hundred (200) day cap as the maximum payout. The only exception will be for those employees covered by this Agreement who have accumulated an excess of four hundred (400) sick days prior to January 1, 1985. Sick days accumulated prior to the effective date of the four and four work schedule shall be converted to a ten (10) hour day equivalency by multiplying the number of eight (8) hour days by eighty percent (80%).

Section G

All sick benefits must be paid to employee within the next quarter he is retiring for pension purpose, provided the employee has otherwise notified the Employer that he was retiring before June 30 of the previous year. If not, then said benefits should be paid no later than June 30 of the year following his retirement.

ARTICLE XV

UNIFORM ALLOWANCE

Section A

Employer agrees to pay each member the sum of nine hundred fifty and 00/100 dollars (\$950.00) in cash annually for the replacing, care and maintenance of uniforms for the calendar year. Said sum to be paid the first pay week in May, lump sum.

Effective January 1, 2016 the uniform allowance set forth herein shall be rolled into base pay and employees will continue to be responsible for replacement, care and maintenance of their uniforms in accordance with Departmental policy.

Section B

Superior officer must be a member of the police department at the time specified for payment of the clothing allowance, which will be the first pay check in May in the calendar year.

Section C

If any substantial change in police uniforms during the contract year is initiated by the City, the City shall bear the expense of supplying the new articles of uniforms.

Section D

The City shall pay for or provide reimbursement upon presentation of paid receipts for the first dress uniform for all newly appointed sergeants on a one-time basis.

ARTICLE XVI

HEALTH AND WELFARE BENEFITS

Section A

Employees agree to accept the replacement of the existing medical health benefit program with the Perth Amboy Premier Flex Plan, a copy of which is attached hereto as Addendum A. 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: \$200 per individual and \$400 per family
  - b. Maximum out of pocket payment \$800 per individual and \$1600 per family.
4. Prescription coverage:
  - a. Brand name co-pay 15%
  - b. Generic co-pay 5%
  - c. Brand name mail order co-pay 10%
5. 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 B

The Employer agrees to assume the full cost of group life insurance similar to the existing coverage or equivalent coverage now offered to members which is insurance of two thousand dollars (\$2,000.00) while employed and one thousand dollars (\$1,000.00) on retirement.

Section C

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 until death.

1. 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).

2. 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.

3. 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.

4. 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.

Section D

Dental coverage will be one thousand five hundred dollars (\$1,500.00) per year maximum, with no increase in deductible to the employee. Employees will have the option to

choose either the standard or comprehensive plan as offered by the carrier. Payments shall be based on the 1997 rate schedule.

Effective January 1, 2006, dental coverage will be two thousand dollars (\$2,000.00) per year maximum, with no increase in deductible to the employee. Employees will have the option to choose either the standard or comprehensive plan as offered by the carrier. Payments shall be based on the 2005 rate schedule.

Section E

The Employer shall pay an amount not to exceed two thousand dollars (\$2,000.00) for orthodontia under the City's current dental plan.

Section F

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.

ARTICLE XVII

DEATH IN FAMILY

Section A

Employees shall be entitled to time off from work with pay for the death in his immediate family from the date of death to and including the date of the funeral.

Section B

Immediate family members shall include wife, husband, child, stepchild, mother, father, brother, sister, stepmother, stepfather, legal guardian, mother-in-law, father-in-law, grandchild, grandfather, grandmother, son-in-law and daughter-in-law.

Section C

Employee shall be entitled to one (1) day's leave with pay for the death of members of employee's family who are classified as non-immediate family provided that the work day leave with pay shall be taken between the date of death and the date of burial except as may otherwise be agreed upon between the employee and the Chief. Non-immediate family shall include aunt, uncle, nephew, niece, sister-in-law and brother-in-law.

Section D

Employee shall also be granted reasonable time off 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 of police or the police director if a chief is not appointed by the City.



ARTICLE XVIII

EMPLOYER'S RIGHTS

Section A

The Association recognizes the right of the Employer to adopt rules and regulations, including but not limited to a sick and tardiness policy. However, an instrument entitled "Agreement" dated February, 1977 shall no longer be considered an agreement between the parties. The City shall not be required to negotiate rules and regulations with the Association. However, the Association retains the right to grieve and arbitrate any implementation of any rule or regulation which it deems to be arbitrary, capricious or unreasonable.

## ARTICLE XIX

### SAFETY, EQUIPMENT AND WORKING CONDITIONS

#### Section A

There shall be established a standing committee entitled "Police Procedure and Equipment Committee." Said committee shall consist of six (6) members: the police director and deputy chief of police, two (2) members appointed by the Association and three (3) members appointed by the City. The term of each member shall be one (1) year.

#### Section B

Said committee shall meet not less than four (4) times a year on the third Friday of January, April, July and October. The committee may meet such other times as it deems available and necessary.

#### Section C

The committee shall consider all safety issues raised by its members to affect the terms and conditions of employment and the safety of the superior officers and the public. The committee shall present a written report regarding recommendations and submit the same to the business administrator. Said recommendations shall include but not be limited to the purchase of and use of recommended equipment. Employer shall make a reasonable effort within budget constraints to purchase the recommended equipment or implement the recommended procedure of the committee.

ARTICLE XX

LEGAL REPRESENTATION

Section A

Employer shall provide all necessary legal advice and representation in defense of any civil charges or allegations brought in any legal action against any employee out of any action arising in the performance of any employee's duties, provided such charges are not initiated by the City. Counsel provided shall be corporation counsel, city attorney or City's insurance defense counsel. In the event an employee is charged with any criminal or quasi-criminal charges or in the event employee is charged with an indictable offense arising out of conduct during employee's employment or duties, Employer agrees to provide all necessary legal advice and representation in defense of said charges from the time the charges are brought or instituted. The Association shall submit a list of five (5) attorneys admitted to practice in the State of New Jersey to the business administrator, who shall choose one. The Employer shall immediately agree with said attorney on a fee arrangement and shall be responsible for all reasonable attorney's fees.

Employer represents that it shall consider other requests for special representation by the Association for an employee in unusual circumstances. However, the decision to retain an outside attorney shall be that of the business administrator and shall be final.

In the event at any time during the term of this Agreement the city counsel or corporate counsel cannot represent an employee in a civil matter, then employee shall have the right to use the list of five (5) attorneys as if it were a criminal action.

ARTICLE XXI

GRIEVANCE PROCEDURE AND ARBITRATION

Section A

A grievance shall be a claim by the employee or the Association that either the employee, a group of employees or the Association has been adversely affected by either the interpretation or application of the terms and conditions of this Agreement.

Section B

The following procedure shall be followed with reference to grievances:

1. All attempts shall be made to resolve any grievance on an informal basis by means of informal discussions and negotiations between the individuals involved, the Association and the Employer, by and through the chief of police, the police director if a chief is not employed by the City, or his designee. If informal attempts to resolve the dispute fail, then formal grievance procedures may be instituted in accordance with this Article.

2. Upon a written complaint initiated by an individual employee, group of employees or by the Association, which complaint shall be lodged not more than ten (10) days from the happening of an event giving rise to a dispute with the chief of police, the police director if a chief is not employed by the City or his designee, or with the Employer, notice of said

complaint shall be given to all interested or affected persons, including superior officers in the chain of command.

3. Upon receipt of the grievance, pursuant to the above paragraph, the F.O.P. grievance committee shall review the same. If, in their opinion, no grievance exists, no further action shall be necessary. In the event that they feel a grievance does exist, they shall so notify the chief of police, the police director if a chief is not employed by the City or his designee immediately and shall meet with the chief of police, the police director if a chief is not employed by the City or his designee within five (5) days of the filing of the grievance. The parties shall meet and attempt to settle the matter. In the event a satisfactory settlement is reached, the same shall be reduced in writing, signed by all parties and implemented.

4. If a settlement is not reached pursuant to paragraph 3 above, then the chief of police, the police director if a chief is not employed by the City or his designee and the chairman of the employee's grievance committee shall each file a written report of their findings of fact, conclusions and recommendations with the business administrator within ten (10) days of the meeting as set forth in paragraph 3 above. The business administrator shall then schedule a hearing date no later than ten (10) days from the receipt of said findings, conclusions and recommendations and shall notify interested parties in writing of said hearing date.

5. Upon compliance with the requirements of paragraph 4 above, the business administrator shall conduct a hearing at which all interested persons, the chief of police, the police director if a chief is not employed by the City, the chairman of the employee's grievance committee and the president of the F.O.P. shall be present. The business administrator shall make all reasonable attempts to arrive at a satisfactory settlement to all parties. If said dispute is settled upon agreement of the parties, said agreement shall be reduced to writing and signed by all parties, including but not limited to the business administrator, the chief of police, the police director if a chief is not employed by the City, the chairman of the employee's grievance committee, the president of the F.O.P. and all aggrieved parties. If the business administrator is unable to obtain an amiable settlement, he shall within ten (10) days render a written decision setting forth his decision concerning the dispute, which written decision shall be served upon all interested parties.

6. If the aggrieved party disagrees or objects to the findings of the business administrator, he shall within ten (10) days of receipt of said decision, demand in writing arbitration of the grievance in accordance with 'Arbitration' as hereafter set forth.

#### Section C

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement

not settled at lower step of the grievance procedure as herein provided may be referred to an arbitrator, provided it is not specifically exempt from said arbitration process.

#### Section D

The Association may institute arbitration proceedings within ten (10) days of the receipt of the decision of the business administrator as set forth in paragraph 6 of the grievance procedure by written demand upon the Employer specifying the nature of the unsettled grievance or other matter in dispute. Simultaneously therewith, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to present a list of arbitrators from which the parties shall choose three (3) names. The arbitrator finally chosen shall hear the arbitration in the manner set forth by the New Jersey Public Employment Relations Commission or by the rules of the American Arbitration Association if the New Jersey Public Employment Relations Commission has no rules or regulations pertaining thereto.

#### Section E

Notwithstanding the foregoing, the arbitrator shall consider only the issues presented to him and shall not add or subtract from the other terms of the Agreement. The decision of the arbitrator shall be in writing and shall include the reason for such findings and conclusions.



Section F

The decision of the arbitrator shall be final and binding on the Association and the Employer.

Section G

In the event of a change in the laws governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator from the list. Each party shall alternately strike one (1) name until but one (1) name remains and that party shall be arbitrator of the issue or issues to be arbitrated. The costs of the arbitrator's services, if any, shall be borne equally by the Employer and the Association. In the event this procedure is enacted, the Association shall have the right to strike the first name.

ARTICLE XXII

CONSTRUCTION UNDER LAWS OF THE STATE OF NEW JERSEY

Section A

This Agreement shall be construed and interpreted under the laws of the State of New Jersey relating to contracts.

ARTICLE XXIII

NO MODIFICATION EXCEPT IN WRITING

Section A

The parties hereby agree that there shall be no modification valid except in writing, executed by the mayor and business administrator on behalf of Employer and the president and secretary of the F.O.P., subject to ratification of the F.O.P. Members for the employees and the city council of the City of Perth Amboy for the Employer.

ARTICLE XXIV

TERMINATION ENTITLEMENT AND POST-TERMINATION EMPLOYMENT

Section A

Any employee whose service is terminated and who is in good standing and who is subpoenaed to testify in any criminal or quasi-criminal case or grand jury hearings that he investigated or was involved in prior to the termination of his service shall be compensated for such appearance at the rate of fifteen dollars (\$15.00) for appearances from one (1) to four (4) hours and fifty dollars (\$50.00) for appearances for more than four (4) hours up to eight (8) hours.

ARTICLE XXV

SAVINGS CLAUSE

Section A

If any article or section of this Agreement or supplement or rider thereto shall be held invalid by operation of law, by any tribunal of competent jurisdiction or is in conflict with any applicable federal, state or municipal law, then such article or section shall be suspended and the appropriate applicable provision shall prevail and the remainder of this Agreement shall not be affected thereby.

ARTICLE XXVI

TERMS OF AGREEMENT

Section A

This Agreement shall continue in full force and effect until December 31, 2024.

ARTICLE XXVII

MANAGEMENT RIGHTS CLAUSE

Section A

The City reserves, to itself, sole jurisdiction and authority over matters of policy and retains the right, 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 hire, promote, transfer, assign and retain employees in positions in the Department and to suspend, 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 by which such operations are to be conducted, and (f) to establish reasonable work rules (such rules shall not contain specific penalties), and (g) to take whatever actions may be necessary to carry out the mission of the City in situations of emergency.

ARTICLE XXVIII

REPRESENTATION FEE

The Administration shall withhold FOP dues from each Perth Amboy SOA FOP Lodge 80 member's pay in an amount authorized by FOP Lodge 80. Dues shall not be withheld from Officer's who are not members of FOP Lodge 80 in accordance with the law. The FOP will deliver to the administration a request for payroll deduction signed by each new Perth Amboy SOA FOP Lodge 80 member officer or any non-member who voluntarily requests to continue to pay dues. Any new Officer who becomes a member of FOP Lodge 80 will deliver to the Administration a request for payroll deductions signed by that Officer at any time.

Section A            Notification

Prior to March 1 of each year, the F.O.P. will submit to the Employer a list of those employees who have neither become members of the F.O.P. for the then current membership year nor paid directly to the F.O.P. the full amount of the representation fee for that membership year. The Employer will deduct from the salaries of such employee, in accordance with section B below, the full amount of the representation fee and promptly will transmit the amount so deducted to the F.O.P.

Section B            Payroll Deduction Schedule

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid 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 aforesaid list by the Employer; or

(b) thirty (30) days after the employee begins his employment in a bargaining unit position.

Section C            Termination of Employment

If an employee who is required to pay a representation fee terminates his employment with the Employer before the F.O.P. has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Section D            Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the F.O.P. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the F.O.P.

Section E            Changes

The F.O.P. will notify the Employer in writing of any changes in the list provided for in Section A 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 Employer receives said notice.

Section F            New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the F.O.P. a list of all employees who began their employment in a bargaining unit position during the preceding

thirty (30) day period. The list will include names, job titles and date of employment for all such employees.

Section G            Employer Held Harmless

The F.O.P. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the Employer in accordance with this provision. In the event a lawsuit is filed against the City as a result of the deductions made by the Employer in accordance with this provision, the F.O.P. agrees to provide legal representation for the City at the F.O.P.'s own cost and expense, provided that the Employer properly made the deductions required by this Article. Once the representation fees in lieu of dues are remitted to the F.O.P. by the Employer, disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

ARTICLE XXIX

MAINTENANCE OF STANDARDS

Section A

The Employer shall not enter into any Agreement with employees which in any way conflicts with the terms of this Agreement, and shall recognize only officials of the Union's official representatives.

ARTICLE XXX

SENIORITY LIST

The Employer shall establish a seniority list of the permanent uniformed police department and it shall be brought up to date by the Employer on January 1st of each year and immediately posted thereafter on the headquarter'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 (10) days from the date such a list is posted, the list will be final.

ARTICLE XXXI

VOLUNTARY RANDOM DRUG AND ALCOHOL TESTING PROGRAM

In the event that the Attorney General's Law Enforcement Drug Testing Police does not require mandatory random and reasonable suspicion drug and alcohol testing, a Voluntary Random and Reasonable Suspicion Drug and Alcohol Testing Program shall be implemented in the same manner as the City's existing CDL program and in accordance with Attorney General guidelines. 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 procedures.

Covered employees must provide written consent on a form provided by the City to participate in the Voluntary Random Drug and Alcohol Testing Program. All covered employees shall be treated equally in all respects whether or not they choose to participate in the Voluntary Random Drug and Alcohol Testing Program.

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 suspension without pay.

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 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 be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a forty-five (45) day suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program. Such disciplinary action may also include dismissal.

Fourth offense - The employee shall be immediately removed from duty and dismissed.

The penalty for a positive test of .08 or greater while on-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 suspension without pay.

Second offense The employee shall be subject to disciplinary action of, at a minimum, a two (2) days 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) days to thirty (30) days suspension without pay and requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

A positive alcohol test of .02 percent 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 suspension without pay.

Second Offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a one (1) day to five (5) days suspension without pay and the requirement that the employee shall submit proof of participation and successful completion of 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) days 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 XXXII

PRESCRIPTION EYEGLOSS ALLOWANCE

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 eyeglasses and/or eye examinations by an optometrist or ophthalmologist.

ARTICLE XXXIII

OFFICIAL SPOKESPERSON

The F.O.P. will designate an official spokesperson for the bargaining unit within fifteen (15) days. In subsequent years on an annual basis, the F.O.P. shall submit its designation of an official spokesperson to the Mayor and the Business Administrator no later than January 15 of any given year or fifteen (15) days following the election of new F.O.P. officers.


If there is a need to change the designated official spokesperson, the F.O.P. President shall advise in writing the mayor and business administrator of the new designee at least three (3) days prior to the effective date of the change. The F.O.P. shall not change the designation of official spokesperson more than three (3) times a year.

IN WITNESS WHEREOF, the parties hereto have hereunto  
set their hands and seals this 27 day of May, 2022

CITY OF PERTH AMBOY

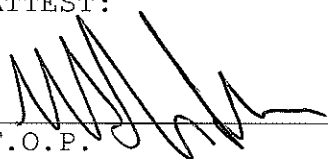
ATTEST:

  
\_\_\_\_\_  
Victoria Ann Kupsch  
City Clerk


  
\_\_\_\_\_  
Helmin J. Caba  
Mayor

PERTH AMBOY SUPERIOR OFFICERS ASSOCIATION, FRATERNAL ORDER OF  
POLICE, LODGE NO. 80

ATTEST:

  
\_\_\_\_\_  
F.O.P.  
Representative

  
\_\_\_\_\_  
F.O.P. Lodge No. 80  
Union President

  
\_\_\_\_\_

**Schedule A**  
**SALARY GUIDE**

		<b>Diff.</b>						
	<b>YEAR</b>	<b>%</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>SERGEANT</b>	<b>1</b>	<b>6.5</b>	103,457	105,009	106,847	109,518	112,256	115,062
	<b>2</b>	<b>7.5</b>	104,429	105,995	107,850	110,546	113,310	116,143
	<b>3</b>	<b>8.5</b>	105,400	106,981	108,853	111,575	114,364	117,223
	<b>4</b>	<b>9.5</b>	106,371	107,967	109,856	112,603	115,418	118,304
	<b>5</b>	<b>10.5</b>	107,343	108,953	110,860	113,631	116,472	119,384
<b>LIEUTENANT</b>		<b>10.5</b>	118,614	120,393	122,500	125,563	128,701	131,919
<b>CAPTAIN</b>		<b>10.5</b>	131,068	133,035	135,362	138,747	142,215	145,771