

2300.-

Nov. 24

2:15 PM

Safety Meeting

AGREEMENT

between

Perth Amboy, City of

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

-and-

PERTH AMBOY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 13, an affiliate of New Jersey State Policemen's Benevolent Association, Inc.

√ Effective January 1, 1986 to December 31, 1987.

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FOGARTY & HARA
COUNSELLORS AT LAW
165 PARK AVENUE
MUTHERFORD, N. J. 07070-2308

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FOGARTY & HARA
 COUNSELLORS AT LAW
 185 PARK AVENUE
 RUTHERFORD, N. J. 07070-2308

This AGREEMENT, effective January 1, 1986, executed
this day of , 1987

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 POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 13, an affiliate
of the New Jersey State Policemen's
Benovolent Association, Inc.
(hereinafter referred to as "Association",
"Union", "PBA" and/or "Employee").

PURPOSE

It is the purpose of this Agreement to promote and
insure harmonious relations, cooperation and understanding
between the City of Perth Amboy and the PBA 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 negotiation 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 titles are: Deputy Chief, Captain, Lieutenant, Sergeant and Police Officer.

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 Patrolmen's Benevolent Association, or his designee, to conduct association business on the state or local level, and to attend monthly state, county conference and scheduled tri-county conference meetings which require their attendance, or to serve in any capacity in official PBA business, provided twenty-four 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 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 patrolmen 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 14 meetings per annum, 12 monthly meetings and two 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 officers from one 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 members of the Association selected as delegates to attend any state or national convention of the New Jersey Policemen's Benevolent Association, as provided under N.J.S.A. 11:36C-4, but not more than three, including the delegate and two alternates, provided twenty-four hour written notice is provided to Employer, and provided time off does not interfere with the proper operations of the Police Department.

Time off shall not be more than four days in accordance with present practice, excluding travel time. Air travel time shall be approved by the Chief of Police.

FOGARTY
COUNSEL
185 PARK
LUTHERFORD

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 be any discrimination against any employee because of union membership activities.

ARTICLE III

BULLETIN BOARD

Section A

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

ARTICLE IV

PERSONNEL FILE

Section A

There shall be only two Perth Amboy Police Department employee files, one at Police Headquarters and one at the Personnel Office. These files shall consist of all personnel data concerning the Employee, including but not limited to achievement records, employment date, medical and disability date and disciplinary data. There shall be no information in the Personnel Office file that is not in the Police Headquarters file. Employer shall notify in writing the Employee within a reasonable time of any material considered to be unfavorable to the Employee which is to be included in the file. Employee shall have the right to examine said material and include a rebuttal.

Section B

The Employer shall have the right to review his file at any reasonable time. Any unfavorable material, except for charges leading to conviction of 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 be 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 contract.

ARTICLE VII

HOURS OF WORK AND WORK SCHEDULE

Section A

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

Section B

The work week shall consist of five eight-hour work days out of every seven days, totaling forty hours per week.

Section C

Eight consecutive work hours shall include a one-half hour period for lunch and two fifteen minute break periods, except for desk sergeant and lieutenants who must remain at the desk at all time. 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 hour hour off in lieu of lunch and break periods, or shall be compensated at time and one-half 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 hour lunch period or two fifteen minute break periods, said Employee shall receive compensable time off at time and one-half for all time not allowed; said compensable time to be received by said Employee within a twelve month period from the time worked. If compensable time off is

not allowed within said twelve month period, Employee shall be paid on the next pay period at time and one-half for all time not allowed.

Section D

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

Wages for the position of Patrolman, Sergeant, Lieutenant, Captain and Deputy Chief, effective January 1, 1986 shall be as follows:

PATROLMAN

During first year of service	\$ 17,948.00
During second year of service	21,748.00
During third year of service	25,547.00
During fourth year of service	29,345.00

SERGEANT

31,493.00

LIEUTENANT

33,641.00

CAPTAIN

36,220.00

DEPUTY CHIEF

40,516.00

Wages for the positions of Patrolman, Sergeant, Lieutenant, Captain, and Deputy Chief, effective January 1, 1987, shall be as follows:

PATROLMAN

During first year of service	\$ 19,294.00
During second year of service	23,379.00
During third year of service	27,463.00
During fourth year of service	31,546.00

SERGEANT

33,855.00

<u>LIEUTENANT</u>	36,164.00
<u>CAPTAIN</u>	38,937.00
<u>DEPUTY CHIEF</u>	43,555.00

No employee in promotion to a higher grade shall receive less base pay than the employee was receiving at a prior grade (for example, a Step 4 Police Sergeant being promoted to Police Lieutenant shall receive the base salary of a lieutenant equal to or higher than he was receiving as a Sergeant).

Section B

In the event this Agreement is executed subsequent to January 1, 1986, provisions regarding wages for the 1986 calendar year, as set forth herein, shall be retroactive to January 1, 1986. It is understood that all officers in step on the guide will move to their next step on the guide 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.

Longevity Scale:

After five years	2%
After ten years	3-3/4%

After fifteen years	5-1/2%
After twenty years	7-1/4%
After twenty-five years	9%
After thirty years	10-3/4%
After thirty-five years	12-1/2%
After forty years	14-1/4%

Effective January 1, 1987, the longevity scale shall be amended as follows:

After five years	2%
After ten years	3-3/4%
After fifteen years	5-1/2%
After twenty years	7-1/4%
After twenty-five years	9%
After thirty years	14-1/4%

Section D

Employees who receive an associate's degree in police science or criminal justice from an accredited college shall have their normal yearly salary increased by \$250.00 effective January 1 of the year following the awarding of the degree.

Employees who complete studies for a bachelor's degree in police science or criminal justice from an accredited college shall have their yearly salary increased by \$500.00 effective January 1 of the year following the awarding of the degree.

ARTICLE IX

OVERTIME

Section A

The Employer agrees to pay all employees time and one-half for any and all time worked in excess of eight consecutive hours, or in excess of forty hours per week, and for 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 police officer.

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 necessities that the City meet its manpower needs without instant compliance. If any employee refuses to work overtime three consecutive times, his name shall be removed from the list for the remainder of the calendar year. If everyone on the list refused the assignment of overtime on a particular occasion, the Employer shall have the right to select any employee to work one time for that particular occasion only, at time and one-half 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 hours work and shall be paid for same, whether or not he works that length of time.

Section C

Except for personnel working in the Juvenile Aid Bureau, the hours of work in the Detective Division shall be not more than eight (8) consecutive hours in a twenty-four (24) hour period, not more than five (5) eight (8) hour work days out of every seven (7) days, totaling not more than forty (40) hours per week. The hours of the Juvenile Aid Bureau shall be 9:00 a.m. to 5:00 p.m. Monday through Friday. Any other work other than those hours shall deemed overtime hours.

Section D

Any member who is entitled to overtime pay shall receive overtime pay at time and one-half his regular rate, said pay to be received not later than one 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 compensatory time off at time and one-half time worked overtime. If the Chief of Police 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 month after submission of said voucher to the Comptroller's Office.

ARTICLE X

VACATION TIME, FLOATING DAY AND PERSONAL DAY

Section A

For the 1984 calendar year, vacation time shall be established according to the following schedule pursuant to the procedures set forth in Section C.

<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.

Section B

Vacation leave may be split at the request of an Employee into one, two or three units of not less than five full working days per unit, subject to the approval of the Chief of Police, 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 providing a three (3) week notice is given to the chief or his representative.

Section C

Regarding the 1984 calendar year and thereafter, all requests for vacation shall be submitted by employees to employer not later than December 15th to be published and Employer shall publish and post a vacation schedule not later than March 1st of the following year. Failure to post vacation list by employer by March 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/she 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/her retirement.

Section E

In addition to the schedule of vacation days and vacation entitlement set forth above, each employee shall be entitled to one floating day and two 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 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 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. In the event a floating day is denied by the Chief of Police 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 paid in cash during the next calendar year. Said money shall be paid 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.

Section F

Any officer submitting a request for a personal day shall submit a written request for the day at least seven 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 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 City Business Administrator, members may draw in advance, any part or all of the next years 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 for special, exceptional reasons.

ARTICLE XI

GASOLINE AND LUNCH ALLOWANCE

Section A

Any member of the Association required to appear in county, state or federal court, or before any Grand Jury or any governmental agency on police business, shall be allowed a gasoline allowance of five gallons, together with lunch money, not to exceed \$5.00 per day for each appearance.

ARTICLE XII

HOLIDAYS

Section A

All members of the Police Department shall receive fifteen (15) paid holidays during each calendar year. Pension contributions and deductions shall be applicable to all holiday pay. Deductions for pension will be taken out bi-weekly.

ARTICLE XIII

SICK LEAVE

Section A

Each member shall be granted one day for each month of completed service during the first year of service as sick days. Each member shall be granted fifteen days sick time for each year of service, after the first year of service, which days shall be cumulative.

Section B

After thirty days of sick leave has been accumulated by any member of the Association by the last day of the preceding year, Employer shall pay during the following year, one day's pay for each five sick days accumulated and not used. Sick days shall continue to accumulate regardless of the payment as hereinabove provided. Payment shall be made with the first pay check in April.

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

Upon the recommendation of the doctor and approval of

the City Business Administrator, members 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.

Section E

Any Employee injured on duty shall be entitled to up to one hundred twenty (120) calendar days sick leave at full pay and when the one hundred twenty (120) days expire, said member shall be entitled to worker's compensation benefits, including pension benefits, etc., will continue to be paid by Employer. The aforementioned one hundred twenty (120) day period may be extended by additional one hundred twenty (120) day periods upon approval by the Mayor and Council of the City of Perth Amboy. In the event an employee's leave exceeds the days accumulated and no benefits or wages are extended as set forth above, the Employee will be considered on sick leave, uncompensated due to illness, but all other benefits shall continue to be paid, including pensions.

Section F

The Employer reserves the right to require the employee to produce medical documentation in support of his/her use of sick day(s) and require the employee to submit to a medical examination by a physician selected by the Employer.

Section G

Effective January 1, 1983, if at retirement any member has over sixty days accumulated sick leave, he shall be paid one day's pay for each two days accumulated with a 250 day cap as the maximum payout.

Section H

Upon retirement, an employee will be paid for one of every two sick days that he/she has accumulated with a ceiling of 200 days paid for upon retirement. The only exception will be for those employees covered by this agreement, who have accumulated an excess of 400 sick days prior to January 1, 1985.

Section I

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/she 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/her retirement.

ARTICLE XIV

UNIFORM ALLOWANCE

Section A

Employer agrees to pay each member the sum of seven hundred sixth and 00/100 dollars (\$760.00) in cash annually for the replacing, care and maintenance of uniforms for the 1985 calendar year. Said sum to be paid the first pay week in May, 1985, lump sum.

Section B

Police 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

Effective January 1, 1984, 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.

ARTICLE XV

HEALTH AND WELFARE BENEFITS

Section A

Employer agrees to assume the full cost of similar hospitalization and major medical coverage similar to the existing coverage or equivalent coverage now offered to employees, except that the new limits of the policy shall be increased from \$75,000.00 to \$250,000.00 per year maximum, with a \$500,000.00 maximum per life, without an increase in any additional "deductible" provisions. Prescription coverage shall be increased from 80% to 90%. Each employee shall receive a copy of a bulletin advising him of the benefits to which he is entitled.

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 \$2,000.00 while employed and \$1,000.00 on retirement.

Section C

Hospitalization to continue after retirement providing the employee has twenty five years of service upon retirement, including spouse till death.

Section D

Dental coverage will be increased from \$750.00 to \$1,000.00 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, effective December 1, 1983.

Section E

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

ARTICLE XVI

DEATH IN FAMILY

Section A

Employee 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 day's leave with pay for the death of members of employee's family who are classified as non-immediate family. 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.

ARTICLE XVII

TRANSFER OR DISCHARGE

Section A

No employee shall be discharged or disciplined without just cause.

Section B

Probationary employees may be discharged without cause during the first twelve months of employment.

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 Procedures and Equipment Committee." Said committee shall consist of five members: the Chief of Police, two members appointed by the Association and two members appointed by the City. The term of each member shall be one year.

Section B

Said committee shall meet not less than four 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 police officers and the public. The committee shall present a written report regarding recommendations and submit the same to the City 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, providing 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 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 contract, 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 attorneys as if it were a criminal action.

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, 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 days from the happening of an event giving rise to a dispute, with the Chief of Police 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 PBA 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 or his designee immediately and shall meet with the Chief of Police or his designee within five 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, 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 of the City of Perth Amboy within ten days of the meeting as set forth in paragraph 3 above. The Business Administrator shall then schedule a hearing date no later than ten 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 Chairman of the employee's grievance committee and the President of the PBA 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 in writing and signed by all parties, including but not limited to the Business Administrator, the Chief of Police, the Chairman of the employee's grievance committee, the President of the PBA and all aggrieved parties. If the Business Administrator is unable to obtain an amiable settlement, he shall within ten days render a written decision setting forth his decisions 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 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 days of the receipt of the decision of the Business

Administrator as set forth in Step 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 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 arbitrators from which the parties may make a selection of the arbitrator from the list. Each party shall alternately strike one name until but one 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

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 PBA, subject to ratification of the PBA 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 services are 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 \$15.00 for appearances from one to four hours and \$50.00 for appearances for more than four hours, up to eight 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, or 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 one year from and after the effective date of the Agreement regardless of the date it is executed.

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

If any employee does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. This fee shall be the maximum allowed by law.

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

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) 10 days after receipt of the aforesaid list by the Employer; or
- (b) 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 PBA 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 PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

Section E. Changes The PBA will notify the Employer in writing of any changes in the list provided for in section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 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 PBA a list of all

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 contract, and shall recognize only officials of the Union's official representatives.

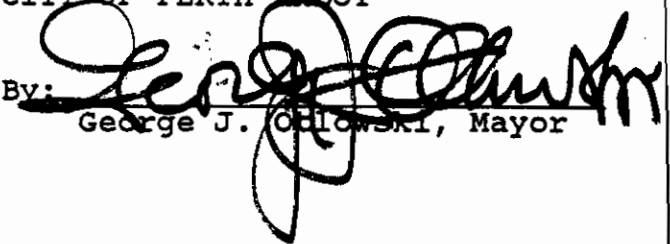
ARTICLE XXX

SENIORITY LIST

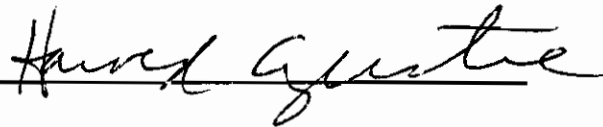
The Employer shall establish a seniority list of the permanent uniformed Police Department and it shall be brought up to date by the Employer on January 1st of each year and immediately posted thereafter on the headquarter's bulletin boards for a period of not less than thirty (30) days, and a copy of 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.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals this *21st* day of *May* 1987.

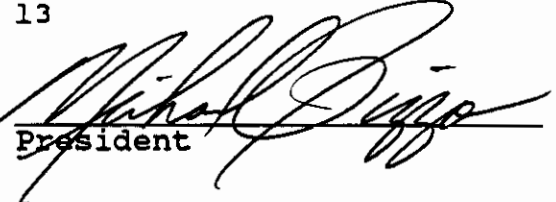
CITY OF PERTH AMBOY

By: 
George J. Odrowski, Mayor

ATTEST:



PERTH AMBOY POLICEMEN'S BENE-
VOLENT ASSOCIATION, LOCAL L3
No. 13

By: 
President

ATTEST:





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