

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CITY OF PERTH AMBOY,
MIDDLESEX COUNTY,
STATE OF NEW JERSEY**

AND

**NEW JERSEY STATE
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION,
Local 426**

FROM

January 1, 2023

TO

December 31, 2026

PUBLIC SAFETY TELECOMMUNICATORS

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PREAMBLE

This Agreement, commencing 12:00 A.M., , and effective 1 January 2023 until 11:59 P.M., 31 December 2026, is between the Mayor and Council of the City of Perth Amboy, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Employer"), and Local 426 of the New Jersey State Firemen's Benevolent Association hereinafter referred to as the "Union"), on behalf of said Union and on behalf of the employees of the employer (now employed and hereinafter to be employed and hereinafter collectively designated as "employees").

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

It is the specific intent of the parties that all negotiated items including advancement on the salary guide (step movement) shall expressly survive the expiration of this contract and all members that are not at top step of the salary guide upon the date of expiration shall continue to advance on the salary guide until a successor agreement is reached.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all employees in the classification of Full Time Public Safety Telecommunicator and Full Time Senior Public Safety Telecommunicator.

ARTICLE 2 – MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City government and its properties and its facilities and the activities of its employees.
2. To establish reasonable work rules in written form, to be supplied to each member of the union. In addition, the Chief of Police shall have the right to issue oral work rules.
3. To hire all employees, and, subject to the provision of law, to determine their qualifications and condition for continued employment or assignment, and to promote and transfer employees.
4. To suspend, demote, discharge, or take any other disciplinary action, for just cause.
5. In the exercise of the foregoing rights and powers, authority, duties, or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States and the Ordinances of the City of Perth Amboy.
6. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities, and authority under R.S. 11, 11A, 40 and 40A, or local laws or ordinances.
7. In the event of a conflict between any provision of this Agreement and any existing ordinance, resolution, rule or regulation of the City, the provision of this Agreement shall govern.

ARTICLE 3 – NO STRIKE PLEDGE

The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor condone, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from a position or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement. The city agrees not to lock out.

The Union will actively discourage and will take whatever affirmative steps that are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the city.

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

ARTICLE 4 – GRIEVANCE PROCEDURE

Section A. Purpose

1. The purpose of this Article is to set forth a grievance procedure by means of which employees governed by this agreement, or the Union as a representative of such employees, may appeal the interpretation, application, or violation of any of the provisions of this Agreement.
2. It is agreed that the procedure set forth herein will be kept as informal as may be appropriate. Furthermore, nothing herein contained shall be construed as limiting the right of an employee to discuss a complaint informally with any appropriate member of the departmental supervisory staff and to have the complaint resolved.
3. Disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed, beyond Step One.
4. Definition of Grievances as used herein: An alleged complaint which may arise between the parties involving only the application, violation, or interpretation of any term in this Agreement.
5. Disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not proceed beyond Step 1.

Section B. Steps of the Grievance Procedure

STEP 1 INFORMAL-IMMEDIATE SUPERVISOR

Within five (5) days of the time a grievance arises or within five (5) days of the date when the grievant shall know of its occurrence, the employees either directly or accompanied by a steward will present the grievance informally to the immediate supervisor. Failure to present such grievance within these five (5) days period shall be deemed a waiver of the grievance by the employee and the Union. Within three (3) working days after presentation of the grievance, the supervisor will render a decision orally, or in writing, to the employee and steward.

STEP 2 FORMAL-DEPARTMENT HEAD

Within five (5) days of the oral or written answer from the immediate supervisor, if the grievance is not resolved, the employee shall file a written grievance with the Department Head or Director. The Department Head or Director will arrange a meeting with the employee and the local Union steward not later than five (5) working days after receipt of the written grievance to attempt to resolve the grievance. The Department Head or Director shall give a written answer to the employee and steward not later than five (5) working days following said meeting.

STEP 3 BUSINESS ADMINISTRATOR

Within ten (10) days of the written answer, if the grievance is not resolved, it shall be filed with the Business Administrator. The Business Administrator will arrange a meeting at a mutually agreeable time and place not later than ten (10) working days after receipt of the written grievance. The aggrieved party, Union representative and local Union President shall be

entitled to be present at the meeting. The Business Administrator shall give a written answer to the grievance to the employee and Union within ten (10) working days after the meeting, or within such additional time that may be mutually agreed upon.

A group grievance, one that may affect a group of employees, may be presented by the Union at STEP 3. Any grievance not processed to the next STEP in the Grievance Procedure within the time limits provided for such proceeding shall be deemed to have been waived and abandoned by the moving party.

STEP 4 ARBITRATION

If the grievant is not satisfied with the disposition of the grievance at STEP 3, or if no decision has been rendered within the time limits provided, then the grievant may appeal the grievance to the next STEP, Arbitration.

The request for arbitration shall be by written notice to the American Arbitration Association within ten (10) days of the denial of the grievance at STEP 3. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission shall be requested by either one or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name and the other party shall then strike one (1) name. The process will be repeated, and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final, and binding and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally with/by the Employer and the Union.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available, without charge, to the other party and to the arbitrator.

The arbitrator shall not supplement, enlarge, or alter the scope or meaning of the Agreement or any provision therein, nor entertain jurisdiction of any subject matter not covered by the Agreement. If, in the arbitrator's opinion, the arbitrator has no power to rule on the issue submitted, the arbitrator shall refer the matter back to the parties without decision.

When the binding arbitration award has been made public, it shall be presented to the City Council.

Section C. Time Limits

The time limits expressed herein shall be strictly adhered to.

grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefore, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered

within the time limits prescribed for a decision at any step in the Grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

Section D. City Grievances

Grievance initiated by the City shall be filed directly with the Union within 30 working days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the City and the Union in an earnest effort to adjust the differences between the parties.

ARTICLE 5 - NON-DISCRIMINATION

The City and the Union agree not to discriminate against any employee due to union membership, union related activity or any basis that is prohibited by law.

ARTICLE 6 - DUES CHECK OFF

- A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e) as amended. Said monies, together with a list of names and amount of dues so deducted, shall be transmitted to the Local 426 office by the end of the next month following the monthly pay period in which deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the City written notice prior to the effective date of such change.
- B. The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated City officials, as provided in N.J.S.A. 52:14-15.9(e) as amended.
- C. Agency shop – The city and the union agree to abide by the Janus v. AFSCME decision as ruled by The United States Supreme Court on June 27th 2018.

ARTICLE 7 - ACCESS TO PERSONNEL FILES

- A. An employee shall, within five (5) working days of a written request to the Personnel Department, have an opportunity to review their personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation, or any evaluation of their work performance or conduct prepared by the City during the terms of this Agreement. They shall be allowed to place in such a file a response of reasonable length to anything contained therein.

- B. Each regular written evaluation of work shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

ARTICLE 8 - BULLETIN BOARD

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 employee.

ARTICLE 9 – HOLIDAYS

- A. Employees shall be entitled to one hundred and ten (110) hours of paid holiday time per year, which represents 10 holidays. Employees shall receive payment on or before 1 December of each year in lieu of this holiday time.
- B. Reserved

ARTICLE 10 - PERSONAL LEAVE

- A. All employees covered under this Agreement shall be entitled to twenty (20) hours a year leave of absence with pay for personal business,
- B. No personal leave can be accumulated.
- C. Personal leave shall not be taken in conjunction with vacation or sick leave and notification and request for personal days must be made at least seven (7) calendar days in advance of taking them. In cases of emergency, the twenty-four (24) hour notice shall be waived.
- D. Personal leave may be taken in a one-half (1/2) day increment. Personal leave must be taken no later than December 15th of each year.

ARTICLE 11 – VACATION

- A. Employees covered by this Agreement shall be entitled to annual paid vacation leave to be taken in accordance with Department regulations, in accordance with the following schedule:

YEARS OF FULL TIME EMPLOYMENT WITH THE CITY	VACATION DAYS
First calendar year of employment	Accrue eighty (80) working hours
After first year through five (5) years	One hundred (100) working hours
After five (5) years through ten (10) years	120 working hours
After ten (10) years through twenty (20) years	160 working hours
After twenty (20) years	190 working hours

- B. All employees shall be entitled to vacation leave based on their years of service with the City of Perth Amboy. Continuous service for the purpose of determining the earned service credit for vacation leave shall be the employees original date of hire if employment is continuous (This includes part-time employment). Part-time employees shall receive vacation credit allowance on a proportionate or pro-rated basis. Per diem employment shall not count toward continuous service.
- C. Vacation leave may be accumulated up to a maximum of one year of vacation leave. Vacation time can be carried over into the following calendar year only and will be lost if not used by the end of the year.
- D. Vacation leave time should be taken during the calendar year at such time as requested and approved unless the Department Director determines that it cannot be taken because of pressure of work.
- E. Any employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.
- F. Whenever a permanent employee dies having earned annual vacation leave, there shall be calculated and paid to the employee's estate a sum of money equal to the compensation figured on the employee's salary rate at the time of death.
- G. Employees called back to work while on vacation shall either cease to have vacation time charged or continue to charge vacation but receive time and one half (1 1/2) for that time.

- H. Vacation leave may be taken in less than a full day period with the approval of the Department Head. Such partial day leave requests may only be made twice during any calendar year. Approval shall not be withheld unreasonably. The years of continuous service of full-time employment with the City shall be credited the following January 1st.
- I. Vacations are credited in advance in expectation of continued employment starting in the second calendar year of employment. Reimbursement must be made by the employee in cases where the amount of annual employment does not equal the amount of vacation used within the calendar year.
- J. An employee may sell back to the City unused vacation time in excess of five (5) days at 60% the current rate of pay so long as the City offers to do so. (The calculation would be: employee's hourly rate for vacation leave when it was accrued times the number of vacation hours the employee seeks and City agrees to pay X 0.60.)

ARTICLE 12 – CONVENTION LEAVE

- A. The president and authorized delegate of FMBA Local 426 shall be afforded time off with pay to attend the New Jersey State FMBA Conventions as spelled out in N.J.A.C. 4A:6-1.13. One representative will be afforded time off with pay to attend the monthly meetings of the NJ FMBA. The city will be notified of the member attending the monthly FMBA meetings at the start of the calendar year. If a union leadership change occurs during the calendar year, the union shall notify the city immediately, with the expectation the city will afford the newly named the time off to attend the monthly FMBA meetings.
- B. A certificate of attendance at the convention shall, upon request, be submitted by the representative so attending.

ARTICLE 13 – FAMILY AND MATERNITY LEAVE

- A. The City of Perth Amboy and the Union agree that the provisions of the Family Leave Act, N.J.S.A. 34:11B-1 et seq. and all Federal FMLA laws shall be abided by during the term of this contract.

ARTICLE 14-DEATH IN FAMILY (BEREAVEMENT) LEAVE

- A. Employees shall be entitled to time off from work with pay for a death in his/her immediate family from the date of death to and including the date of the funeral.
- B. Immediate family members shall include wife, husband, domestic partner, child, stepchild, mother, father, brother, sister, stepmother, step-father, legal guardian, mother-in-law, father-in-law, grandchild, grandfather, grandmother son-in-law, and daughter-in-law.
- C. Employee shall be entitled to one (1) day 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, niece, nephew, sister-in-law and brother-in-law. This shall be taken between the date of death and the date of funeral.

ARTICLE 15 - JURY LEAVE

Any employee covered by this Agreement who is required to serve on a jury shall be granted a leave of absence with pay to serve on said jury. An official verification of jury duty must be presented to the immediate supervisor.

ARTICLE 16 – SICK LEAVE

- A. All permanent full-time temporary or full-time permanent employees shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or attendance upon a member of the immediate family who is seriously ill and requires the care or attendance of said employee.
- B. Effective 1 October 2014, the minimum sick leave with pay shall accrue to any full-time employee on the basis of eight (8) working hours per month during the remainder of the first calendar year of employment after initial appointment and one hundred and twenty (120) working hours in every calendar year thereafter. Any amount of sick leave allowance not used in any calendar year shall accumulate in the employee's credit from year to year to be used if and when needed for such purpose.
- C. If any employee is absent for reasons that entitle them to sick leave, their supervisor shall be notified prior to any such employee's starting time. The Appointing Authority may require proof of illness of an employee on sick leave whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action. In case of leave of absence due to exposure to contagious disease, certificate from the Department of Health is required.
- D. An employee may receive a written letter from the department director informing him/her of excessive absenteeism and abuse of sick leave. The letter shall advise the employee to correct the situation or be subject to further disciplinary action including a change to the accrual of sick leave. The letter shall be made a part of the employee's permanent personnel file.
- E. If there is no correction to the pattern of excessive absenteeism and abuse of sick leave following the initial letter, the employee shall receive a written letter from the department director informing them that for the balance of the calendar year and for a total period of the next twelve (12) months, the employee shall be entitled to sick leave on the basis of accruing eight and three-quarters (8.75) hours per month. The letter shall further state that the employee may be subject to further disciplinary action up to and including termination.
- F. Sick leave may be taken as approved by the department director.
- G. An employee may sell back to the City unused accumulated sick time in excess of 300 hours at 50% of the accrued rate of pay so long as the City offers to do so. (The calculation would be employee's hourly wage rate for the sick leave when it was accrued X the number of sick hours the employee seeks and the City agrees to pay X 0.50.) Employees hired after May 21, 2010 are not eligible for the sick leave sell back program.

H. Upon retirement, an employee hired prior to May 21, 2010 will be paid for one half (1/2) of every hour of sick hours accumulated. The payout calculation will be based on the employee's final salary. Employees hired after May 21, 2010, will be capped at a \$15,000 Payout for unused sick time.

ARTICLE 17 – LEAVE OF ABSENCE

Any employee covered by this Agreement may take leave of absence without pay from City duties if recommendation is given by the Department Head and approval is granted by the Business Administrator. The leave of absence shall not exceed six (6) months within one (1) calendar year, and during the period of leave, the City shall be under no obligation to pay for the benefits provided for in this Agreement. It is understood and agreed that no leave of absence shall be given if the employee has accumulated unused vacation time to their credit; nor shall any benefits accrue to the credit of the employee during the period of said leave. The date by which time the employee shall be eligible to earn an increment shall be adjusted by the number of days of the leave.

ARTICLE 18 – HOURS OF WORK

The normal work week shall consist of four (4) consecutive days working followed by four consecutive days off, known as a four and four (4x4) schedule. Each day shall consist of eleven (11) hours including ten (10) hours of on-duty work and one (1) hour for lunch.

As there are approximately 182.5 workdays per year, employees shall be scheduled for about 1825 hours per year excluding vacation, personal, and sick leave, depending on the total number of days in the annual cycle.

ARTICLE 18A - CLOTHING

Employer will provide employee an initial clothing issue of two (2) short sleeve shirts, two (2) long sleeve shirts, 2 pair of pants (if employee accepts) and one (1) fleece sweater to be worn during work time. Replacement of initial clothing issue articles will be provided by employer as articles wear out and replacement is needed.

ARTICLE 19 – HEALTH INSURANCE BENEFITS

Section A. The City provides medical insurance benefits in accordance with the City of Perth Amboy Flex Plan.

Section B. The City reserves the right to change insurance or Plans carriers so long as similar benefits, on balance, are provided by any carrier of Plan.

Section C. The parties agree that the medical health benefit program shall be the City of Perth Amboy Flex Plan as annexed hereto as Addendum A.

1. Effective, October 1, 2014 the following changes shall be made to the group employee health insurance plan of the City affecting all employees:
 - a. Doctor's visit co-payments shall be \$10.00 per visit instead of \$5.00 per visit.
 - b. Emergency Room admittance shall be \$50.00 per admittance instead of \$25.00 per admittance. As is currently the case, co-payment shall not be assessed for emergency room visits resulting in a hospital admission. All other extant terms and conditions shall remain the same.
2. Out of network benefits:
 - a. Increase deductible
 - i. From \$200 to \$400 for individuals
 - ii. From \$400 to \$800 for families
 - b. Increase maximum out of pocket co-payment benefit
 - i. From \$800 to \$1600 for individual
 - ii. From \$1600 to \$3200 for families
3. Prescription Insurance - Change the following co-payments:

	From	To
a. Generic	5%	5%
b. Brand Name	15%	20%
c. Brand Name (Mail Order)	10%	15%
d. Special Conditions*	10%	15%

*This provision would include those cases where generic cannot replace brand name as a matter of medical necessity. The employee must apply to the City and supply a doctor's note certifying the medical necessity of the non-generic form of the drug or the inability to provide the drug on a mail order (90 day supply).

Section D. Dental coverage maximum shall be \$1,500.00 and payment for braces under both existing plans offered by the City shall be \$2,000.00.

Section E. PRESCRIPTION EYEGLASSES ALLOWANCE

Vision care benefits shall provide reimbursement of up to one hundred and fifty dollars (\$150.00) per person and an aggregate limit of five hundred dollars (\$500.00) per family per year. Coverage shall include prescription eyeglasses and/or eye examination by an optometrist or ophthalmologist.

Section F. Health Insurance at Retirement

1. DEFINITIONS

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 which 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 employee contributions that occur during retirement will be applicable to and binding upon the eligible retiree and dependent(s).

Eligible Retiree for purposes of this provision is an individual who was employed full time by the City of Perth Amboy on or before July 1, 2008, and continuously thereafter, who retires:

- a. On a State accidental disability pension as a result of an on-the-job injury while performing services for the City of Perth Amboy; or
 - b. After 25 years or more of pensionable service under the New Jersey State Pension System; or
 - c. With at least 15 years of employment service in the City of Perth Amboy and reached the age of 62 years or older.
2. Pursuant to N.J.S.A. 40A:10-23, the City will assume the partial or full premium cost (depending on the practice for full time active employees) of the controlling group health and hospital insurance coverage for employees, spouse and eligible dependent(s), who retire and satisfy the following conditions:
- a. The employee commenced full-time employment for the City of Perth Amboy prior to July 1, 2008, and remained continuously employed (as determined by the Civil Service Commission) full-time by the City through the date of qualifying retirement under a State of New Jersey administered retirement plan; and
 - b. The employee retired:
 - i. On a State accidental disability pension as a result of an on-the-job injury sustained while performing services for the City of Perth Amboy; or
 - ii. After 25 years or more of pensionable service under the New Jersey State Pension System; or
 - iii. With at least 15 years of pensionable employment service in the City of Perth Amboy and reached the age of 62 years or older.
 - c. The level of insurance will be the prevailing group coverage that is in effect

for the employee organization that represented the retiring employee's job title and the qualifying retiree, and his or her spouse and dependents, will be subject to and responsible for any employee contributions, deductibles and/or co-pays in effect from and throughout retirement.

3. Medicare

Upon reaching retirement and age 65, Medicare shall become primary health and hospital insurance coverage for retirees and applicable dependent(s). The City of Perth Amboy Health Plan will provide secondary coverage to Medicare for eligible City of Perth Amboy retirees over age 65 and eligible dependent(s).

ARTICLE 20 - INJURY LEAVE

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period not to exceed seven

(7) calendar days. Any payments received by the employees attributable to Workmen's Compensation during the period of said injury leave shall be deducted from the employee's salary payable by the city. After seven (7) calendar days, the City will no longer be obligated to pay out any supplement to Workmen's Compensation.

All current employees who are injured while off-duty and exhaust all of their sick days may use any accrued vacation, personal and/or birthday days to permit continuation of full pay until this leave time is exhausted or until the employee returns to work, whichever comes first.

For so long a period as the employee continues to collect Workmen's Compensation Insurance, the employee shall remain on injury leave status, and during said period no charge shall be made against other leave to which employee would otherwise be entitled.

ARTICLE 21 – OVERTIME

Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for work under any of the following conditions:

- A. Weekly - all work performed in excess of forty (40) hours worked in the regular assigned work week, unpaid sick leave taken during the work week precludes the employee from eligibility of this provision, such that employees will be paid at a straight time rate until they achieve forty (40) hours worked, so to make up the unpaid sick time before being eligible for overtime at time and one half.
- B. All work performed on days scheduled as non-working days on the work schedule.

All remuneration will be included in overtime calculations.

Overtime opportunities will be distributed as equally as possible among employees.

ARTICLE 22 – SALARY AND WAGES

All steps will increase 2.5% every January 1 for the term of the agreement. Effective January 1st each year, members in step guide will move one step on the salary guide until a successor agreement is reached. If a member has progressed outside of the salary guide, they will receive 2.5% wage increase on January 1 each year of agreement.

Salaries and stipends are shown on Schedule A of this agreement.

Full-time Senior Public Safety Telecommunicators will receive a yearly stipend. Such stipend will be paid 1/24 per pay period commencing with the first pay period after title designation and shall be included in pensionable earnings and hourly rate calculations for purposes of overtime, holiday pay, longevity, and health benefit contributions.

ARTICLE 23 – LONGEVITY

Employees covered by this Agreement and hired to a full time permanent position prior to 1 June 2013 shall receive, in addition to the salary, longevity as follows:

YEARS OF SERVICE	LONGEVITY AMOUNT
Five (5) years of service	Two percent (2%) of salary
Ten (10) years of service	Three and three-fourth percent (3-3/4%) of salary
Fifteen (15) years of service	Five and one half percent (5-1/2%) of salary
Twenty (20) years of service	Seven and on-fourth (7-1/4%) of salary

For the purpose of determining longevity, an employee covered by this agreement shall be eligible for a longevity payment commencing with the first full pay period following their anniversary date of their five (5) years of employment and for the completion of each additional five (5) years. Years of service to the City for purpose of longevity pay shall be computed to original date of employment, shall be continuous and consecutive, and calculated on total years in full pay status. Years of service will be computed on the basis of full-time permanent employment only, which shall not include per diem service.

ARTICLE 24 – MANDATORY DRUG AND ALCOHOL TESTING PROGRAM

A Mandatory Random and Reasonable Suspicion Drug and Alcohol Testing Program shall be implemented in the same manner as the City's existing CDL program. 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.

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) 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 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 percent or greater while off- duty and in uniform:

First offense - The employee shall be subject to disciplinary action, at a minimum, of a written reprimand, or up to two (2) days suspension without pay.

Second offense - The employee shall be subject to disciplinary action of, at a minimum, 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 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 25 – LIFE INSURANCE

The City will provide life insurance on the life of each employee covered by this Agreement in the amount of five thousand dollars (\$5,000.00) for those employees under sixty-five (65), two thousand dollars (\$2,000.00) for those employees over sixty five (65), and provide accidental death and dismemberment insurance in the amount of at least two thousand dollars (\$2,000.00) on the life of each employee covered by this Agreement.

The group insurance policy presently maintained with the life insurance company will be continued, but the City reserves the right to change insurance carriers so long as substantially similar or better benefits are provided by any one carrier.

ARTICLE 26 – EMPLOYEE HEALTH AND SAFETY

The City shall provide a place of employment that shall be in conformance with the laws and regulations of the Public employees' Occupational Safety and Health Act (34:6A-25 et seq.).

The Employer and the Union shall each designate a Safety Committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions in a timely manner. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate.

ARTICLE 27 – SENIORITY

- A. Seniority is defined as an employee's length of service with the City beginning with the employee's date of hire. Upon completion of the probationary period, seniority shall accumulate until there is a break in service.
- B. Job classification security shall accumulate until there is a break in service. A break in continuous service occurs when an employee no longer works for the department in any capacity, is discharged for cause, retires or is laid off. Absence without leave for five (5) days or failure to return from any leave of absence shall be considered a resignation. A laid off employee who is reinstated within a two (2) year period shall have the previous seniority reinstated from the date of original hire.
- C. Seniority shall be given preference in scheduling vacations and work shifts. Scheduling requests shall not be unreasonably denied, though bilingual capability may be considered when granting these requests.
- D. Employers shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copy of same to the Union upon request. Employer shall promptly inform the appropriate union representative of any changes which necessitate amendments to the seniority list.

ARTICLE 28 – DISCIPLINE AND DISCHARGE

Employees may be disciplined or discharged for just cause and shall have the opportunity to be represented by the Union when advised of such disciplinary or discharged action.

Employees may submit disputes of minor discipline as a grievance under the terms and conditions outlined in Article 4, Grievance Procedure. Employees shall be required to submit the appeal of major discipline to the Merit System Board.

ARTICLE 29 – PAY PERIOD

Employees covered by this Agreement shall be paid semi-monthly via direct deposit or debit card.

ARTICLE 30 – SAVINGS CLAUSE

Should any Article, section, or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, section, or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section, or portion thereof.

ARTICLE 31 – FULLY BARGAINED PROVISIONS

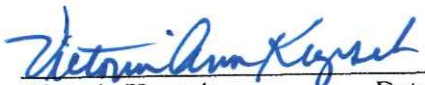
The Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to such matter,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


ARTICLE 32 – DURATION

This agreement shall be effective from January 1, 2023 to December 31, 2026. Any changes from previous agreements are effective January 1, 2023.

ATTEST:


CITY OF PERTH AMBOY



Victoria Kupsch
City Clerk
Date 11/28/2023

By: 
Helmin Caba
Mayor
Date 11/28/23

ATTEST:

NEW JERSEY STATE FIREMEN'S
BENEVOLENT ASSOCIATION, LOCAL 426


Danny Cruz
Vice President, Local 426
Date 11/28/23

By: 
Janet Torres
President, Local 426
Date 11/28/23

APPROVED: 
Michael E. Greene
Business Administrator
Date 11/28/23

SCHEDULE A – SALARY GUIDE

CITY OF PERTH AMBOY
Public Safety
Telecommunicators

SCHEDULE A

SCHEDULE "A" TEN STEP
GUIDE

January 1, 2023 – December 31, 2026

TITLE	EFFECTIVE DATE	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX	STEP X
PUBLIC SAFETY TELECOMMUNICATOR	2023	\$41,000	\$43,734	\$46,466	\$49,200	\$51,934	\$54,666	\$57,400	\$60,134	\$62,866	\$65,600
	2024	\$42,025	\$44,827	\$47,628	\$50,430	\$53,232	\$56,033	\$58,835	\$61,637	\$64,439	\$67,240
	2025	\$43,076	\$45,948	\$48,819	\$51,691	\$54,563	\$57,434	\$60,306	\$63,178	\$66,049	\$68,921
	2026	\$44,163	\$47,097	\$50,039	\$52,983	\$55,927	\$58,870	\$61,814	\$64,757	\$67,700	\$70,644

ANNUAL STIPEND January 1, 2023 – December 31, 2026

TITLE	EFFECTIVE DATE	
SR PUBLIC SAFETY TELECOMMUNICATOR	2023	\$5,600
	2024	\$6,000
	2025	\$6,500
	2026	\$7,000

OTHER STIPENDS January 1, 2023 – December 31, 2026

TITLE	EFFECTIVE DATE	
BILINGUAL PUBLIC SAFETY TELECOMMUNICATOR		ANNUAL STIPEND \$1000

*ANY MEMBER DEEMED BILINGUAL CURRENTLY WILL RECEIVE THIS STIPEND. ANY MEMBER HIRED AND QUALIFYING FOR THE BILINGUAL STIPEND AFTER THE SIGNING OF THIS AGREEMENT MUST SUCCESSFULLY COMPLETE THE CIVIL SERVICE BILINGUAL TEST OR EQUIVALENT (TO BE DETERMINED). NO MEMBER WILL BE ASSIGNED TO BILINGUAL CALLS IF NOT RECEIVING THIS STIPEND.

TELECOMMUNICATOR
TRAINER PER SHIFT \$25 or \$3 per hour

*SENIOR TELECOMMUNICATORS ARE NOT ELIGIBLE FOR THIS STIPEND.

*ALL MONIES SALARY AND STIPENDS WILL BE PAID BI-MONTHLY. ALL MONIES SALARY AND STIPENDS WILL BE PENSIONABLE

ALL PAY ADJUSTMENTS AND RETROACTIVE PAYMENTS WILL BE MADE WITHIN THIRTY (30) DAYS OF APPROVAL OF THIS AGREEMENT.