

AGREEMENT

between

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, 2005 to December 31, 2008

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This AGREEMENT, effective and retroactive to January 1, 2005,
and expires December 31, 2008,

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 Benevolent Association, Inc.
(hereinafter referred to as "Association",
"Union", "P.B.A." 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 P.B.A. 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 title is police officer. The job titles of Chief of Police, deputy chief, captain, lieutenant and sergeant 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 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 P.B.A. 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 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 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 not 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 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 (3), including the delegate and two (2) alternates, 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.

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 a representative designated by the City.

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

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 IV

PERSONNEL FILE

Section A

There shall be only two (2) 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 fourteen (14) days of the date any material considered to be unfavorable to the employee is included in the file. Employee shall have the right to examine said material and include a rebuttal. If the Employer does not notify the employee within fourteen (14) days, the unfavorable material shall be removed from the personnel file. This provision shall not, however, apply to civil, criminal or administrative adjudications and departmental disciplinary charges.

Section B

The employee shall have the right to review his file at any reasonable time. Any unfavorable material, except for charges

leading to conviction or discipline or subjective evaluative material, can be removed through the grievance procedure.

ARTICLE V

PROMOTION LIST

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

Employees, while rendering aid to another community at the direction of the superior officer, shall be fully covered by workers' 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

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 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 the Detective, Traffic and Juvenile Divisions. The exact days worked shall be determined by the Employer.

Section C

Employees shall be assigned to shifts on the basis of seniority within rank unless the Employer determines that employees with special skills and/or qualifications are needed.

Section D

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

- (a) attend training sessions for a total of twenty-three (23) hours a year or a general meeting called for by the police director; and
- (b) work in excess of ten (10) hours a day or forty (40) hours a week for a total of forty (40) hours a year in 1990 and, effective January 1, 1991, for a total of thirty-five (35) hours a year.

If the chief requires an employee to attend more than twenty (20) hours of training sessions a year, then the employee shall attend the sessions and the forty (40) hours a week or thirty-five (35) hours a week requirement, whichever is applicable, shall 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 sixty (60) hours in 1990 and, effective January 1, 1991, a total of fifty-five (55) hours shall be made up by each employee pursuant to this Section prior to the end of the year.

At least three (3) days notice shall be given to 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 any employee can be required to replace an employee on an upcoming shift shall be five (5) hours.

Section E

Ten (10) consecutive work hours shall include a one-half (1/2) hour period for lunch and two (2) fifteen (15) minute break periods. 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 the 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 F

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 shall be increased three percent (3%), effective January 1, 2005, as follows:

During first six months of service	\$27,000
During second six months of service	\$42,160
During second year of service	\$51,090
During third year of service	\$60,011
During fourth year of service	\$68,936

Wages for the position of Patrolman, shall be increased one percent (1%), effective July 1, 2005, as follows:

During first six months of service	\$27,000
During second six months of service	\$42,582
During second year of service	\$51,601
During third year of service	\$60,611
During fourth year of service	\$69,625

Wages for the position of Patrolman shall be increased four percent (4%), effective January 1, 2006, as follows:

During first six months of service	\$27,000
During second six months of service	\$44,285
During second year of service	\$53,665
During third year of service	\$63,035
During fourth year of service	\$72,410

Wages for the position of Patrolman shall be increased four percent (4%), effective February 1, 2007, as follows:

During first six months of service	\$27,000
During second six months of service	\$46,056
During second year of service	\$55,812
During third year of service	\$65,557
During fourth year of service	\$75,307

Wages for the position of Patrolman shall be increased four percent (4%), effective February 1, 2008, as follows:

During first six months of service	\$27,000
During second six months of service	\$47,898
During second year of service	\$58,044
During third year of service	\$68,179
During fourth year of service	\$78,319

During sixteenth (16) year of service, a Patrolman shall attain the status of "senior police officer" and shall receive an additional five percent (5.0%)

Section B

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 are 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.

Effective January 1, 2005, the longevity schedule shall be as follows:

After five years	2%
After ten years	4.75%
After fifteen years	6.50%
After twenty years	9.25%
After twenty-four years	10%

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 \$750.00 effective January 1 of the year following the award 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 \$1,250.00 effective January 1 of the year following the awarding of the degree.

Employees who complete studies for a master's degree in police science or criminal justice from an accredited college shall have their yearly salary increased by \$1,750.00 effective January 1 of the year following the awarding of the degree.

Schedule E

Effective January 1, 1997, all police officers 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 F

Effective January 1, 1997, all police officers 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 police officers working a 4-on-and-4-off schedule. The amount of this yearly stipend will be seven hundred and fifty dollars (\$750.00) greater than those individuals working 4-on-and-4-off schedule on the day shift (total \$1,000), five hundred dollars (\$500.00) greater than those individuals working 4-on-and-4-off schedule on the afternoon shift/floaters (total \$1,000), and two hundred and fifty dollars (\$250.00) greater than those individuals working 4-on-and-4-off schedule on the evening shift (total \$1,000)

Section G

Effective January 1, 1999, off-duty pay shall be increased by an additional five dollars (\$5.00) per hour to provide payment of thirty dollars (\$30.00) per hour for security details and thirty-five dollars (\$35.00) per hour for construction details. The parties have agreed that these increased rates shall not apply to non-profit or charitable details.

Effective January 1, 2006, off duty pay shall be increased by an additional ten dollars (\$10.00) per hour to provide payment of forty dollars (\$40.00) dollars per hour for security details and forty five dollars (\$45.00) per hour for construction details. The parties have agreed that the

increased rates shall not apply to non-profit or charitable details.

ARTICLE IX

OVERTIME

Section A

Except as otherwise provided in Article VII, 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. In addition, effective March 11, 1998, the Employer agrees to pay all employees a minimum of three (3) hours overtime pay at time and one-half (1-1/2) for 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 police officer. In addition, Employees shall be entitled to a minimum of three (3) hours overtime pay at time and one-half rate (1-1/2) for depositions or other required legal proceedings in connection with cases in municipal, county, state, federal courts and other legal proceedings, 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 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 six (6) months. 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 a representative designated by the City compensatory time off at time and one-half (1-1/2) time worked

overtime. If the representative designated 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

Any Employee who is entitled to overtime pay 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 is earned.

ARTICLE X

VACATION TIME, FLOATING DAY AND PERSONAL DAY

Section A

(1) Four and Three & Four and Work Schedules

Vacation time for employees assigned to the Detective, Traffic and Juvenile 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 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 Week Schedule

Vacation time for employees assigned to the Patrol Division 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	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) or three (3) up to four (4) weeks units of not less than four (4) full working days per unit, subject to the approval of the Director 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, provided three (3) weeks notice is given to the chief or his representative.

Section C

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 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 purposes, 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

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

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 15th 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 of 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 a representative designated by the City for special, exceptional reasons.

ARTICLE XI

GASOLINE AND LUNCH ALLOWANCE

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 (5) gallons, together with lunch money not to exceed ten dollars (\$10.00) per day for each appearance.

ARTICLE XII

HOLIDAYS

All members of the police department shall receive twelve (12) paid holidays during each calendar year. Employees who work a four (4) and three (3) schedule shall also be given New Years 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. Effective January 1, 2001, all Employees shall receive their birthday off from work with pay, if an Employee is not scheduled to work on his/her birthday, then the member shall receive his/her next scheduled day of work off with pay. 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 (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

After twenty-four (24) 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 (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 (4) and four (4) 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 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 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 (4) and three (3) schedule, 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 an additional one hundred twenty (120) day period 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.

Effective March 11, 1998, this injury leave provision shall extend to any member of the bargaining unit sustaining an injury while performing an approved, contracted, and/or off-duty assignment.

Section F

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

Section G

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 (4) and four (4) 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 H

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 XIV

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.

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

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

Effective January 1, 2001, Premier Flex Plan shall be the primary medical benefit plan for all covered employees.

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, provided the employee has twenty-five (25) years of service upon retirement, including spouse, till death.

Section D

Effective January 1, 2001, dental coverage will be increased from \$1,000.00 to \$1,500.00 per year maximum, with no increase in deductible to the employee. Effective January 1, 2006 dental coverage will be increased from \$1,500.00 to \$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.

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.

Section F

Effective January 1, 1991 or as soon thereafter as coverage can be effectuated, the City shall provide the employees with an option to obtain the benefits provided in Sections A, C and D of this Article through a H.M.O.

Section G

The payment for braces under both existing dental plans offered by the City shall be increased from \$1,500.00 to \$2,000.00 The deductible shall not be applied to the payment for braces.

Section H

Medical, dental and vision benefits coverage shall be provided, as set forth in the City's health benefits plan for retirees, 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.

ARTICLE XVI
DEATH IN FAMILY

Section A

Employee 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.

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. 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 a representative designated by the City.

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 (12) months of employment.

Section C

The City shall notify the Union in the event of discharge, discipline or transfer of any employee when any action is taken.

Section D

Prior to making a transfer or assignment, the City shall, whenever possible, post the vacancies at least ten (10) days in advance.

Section E

Prior to any member of Police Officer status receiving a lateral transfer or assignment to another job title other than their normally assigned duties, the Employer's considerations shall include qualifications, certifications, past job performance (evaluation) and seniority, with seniority being a tie breaker if all other considerations are equal.

Section F

All training opportunities shall be posted by the City.

ARTICLE XVIII

EMPLOYER'S RIGHTS

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 five (5) members: the Police Director or his designee, two (2) members appointed by the Association and two (2) 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 police 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

Employer shall provide all necessary legal advice and representation in defense of any civil charges or allegations brought in 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 first made to resolve any grievance on an informal basis by means of informal discussions and negotiations between the individuals involved, the Association and the Director 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 a representative designated 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 P.B.A. 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 a representative designated by the City or his designee immediately and shall meet with a representative designated 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 to writing, signed by all parties and implemented.

4. If a settlement is not reached pursuant to paragraph 3 above, then a representative designated 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, a representative designated by the City, the chairman of the employee's grievance committee and the President of the P.B.A. 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, a representative designated by the City, the chairman of the employee's grievance committee, the President of the P.B.A. and all aggrieved parties. If the Business Administrator is unable to obtain an amicable settlement, he shall within ten (10) 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 (10) days of receipt of said decision, demand in writing arbitration of the grievance in accordance with "Arbitration" as hereinafter 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

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

ARTICLE XXIII

NO MODIFICATION EXCEPT IN WRITING

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 P.B.A., subject to ratification of the P.B.A. 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

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 (\$50.00) for appearances for more than four (4) hours, up to eight (8) hours.

ARTICLE XXV

SAVINGS CLAUSE

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

This Agreement shall continue in full force and effect four (4) years from and after the effective date of the Agreement regardless of the date it is executed.

ARTICLE XXVII

MANAGEMENT RIGHTS CLAUSE

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 P.B.A. 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 P.B.A. for that membership year. This fee shall be the maximum allowed by law.

Section A Notification

Prior to March 1 of each year, the P.B.A. will submit to the Employer a list of those employees who have neither become members of the P.B.A. for the then current membership year nor paid directly to the P.B.A. 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 P.B.A.

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 P.B.A. 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 P.B.A. will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the P.B.A.

Section E Changes

The P.B.A. 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 P.B.A. a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will include names, job titles and date of employment for all such employees.

Section G Employer Held Harmless

The P.B.A. 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. Once the representation fees in lieu of dues are remitted to the P.B.A. by the Employer, disposition thereafter shall be the sole and exclusive obligation and responsibility of the P.B.A.

ARTICLE XXIX

MAINTENANCE OF STANDARDS

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. Further, the Employer recognizes and agrees that employees' terms and conditions of employment will be maintained at the same standards existing during the previous contract.

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 headquarters' 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

PRESCRIPTION EYEGLASSES ALLOWANCE

Employees shall be entitled to an annual prescription eyeglasses allowance upon receipt of proof of payment for a new or replacement set of prescription eyeglasses (not sunglasses) for the employee up to one hundred 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 examinations by an optometrist or ophthalmologist;

ARTICLE XXXII

VOLUNTARY RANDOM AND REASONABLE SUSPICION
DRUG AND ALCOHOL TESTING PROGRAM

Effective March 11, 1998, 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. 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 respect 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) 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, 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 XXXIII

BEEPER TIME

Any police officer, who is required by the Employer to wear a beeper while on-call or on stand-by notice to ensure the employee's quick response, shall be compensated at the rate of ten and 00/100 dollars (\$10.00) per day when assigned to such status, independent of any overtime the employee may be called upon to work.

ARTICLE XXXIV

OFFICIAL SPOKESPERSON

Effective March 11, 1998, the P.B.A. will designate no more than two (2) official spokespersons in addition to the P.B.A. President for the bargaining unit within fifteen (15) days. In subsequent years on an annual basis, the P.B.A. shall submit its designations of official spokespersons 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 P.B.A. officers.

If there is a need to change the designated official spokespersons, the P.B.A. President shall advise in writing the Mayor and Business Administrator of the new designees at least three (3) days prior to the effective date of the change. The P.B.A. shall not change the designations more than three (3) times a year.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this day of _____, 2005.

ATTEST:

CITY OF PERTH AMBOY

ELAINE M. KICZULA
CITY CLERK

By: _____
JOSEPH VAS
Mayor

ATTEST:

PERTH AMBOY POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL 13

By: _____
CHRISTOPHER CROES
President