

2538

AGREEMENT

between

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

and

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

Effective January 1, 1994 to December 31, 1996

TABLE OF CONTENTS

Purpose	<u>Page</u>
Article I Recognition	2
Article II Conducting Association Business	3
Article III Bulletin Board	6
Article IV Personnel File	7
Article V Promotion List	8
Article VI Mutual Aid	9
Article VII Hours of Work and Work Schedule	10
Article VIII Wages	16
Article IX Overtime	19
Article X Vacation Time, Floating Day and Personal Day	23
Article XI Gasoline and Lunch Allowance	28
Article XII Holidays	29
Article XIII Sick Leave	30
Article XIV Uniform Allowance	35
Article XV Health and Welfare Benefits	36
Article XVI Death in Family	38
Article XVII Transfer or Discharge	39
Article XVIII Employer's Rights	40
Article XIX Safety, Equipment and Working Conditions	41
Article XX Legal Representation	42
Article XXI Grievance Procedure and Arbitration	44
Article XXII Construction under Laws of the State of New Jersey	49
Article XXIII No Modification Except in Writing	50

Article XXIV	Termination Entitlement and Post-Termination Employment	51
Article XXV	Savings Clause	52
Article XXVI	Terms of Agreement	53
Article XXVII	Management Rights Clause	54
Article XXVIII	Representation Fee	55
Article XXIX	Maintenance of Standards	58
Article XXX	Seniority List	59
Article XXXI	Prescription Eyeglass Allowance	60

This AGREEMENT, effective January 1, 1994, executed this
day of _____, 1994

between

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

and

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

PURPOSE

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

ARTICLE I
RECOGNITION

Section A

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

Section B

Included in the negotiating unit shall be those employees of the City of Perth Amboy within the Police Department whose job title is sergeant, lieutenant and captain. The job titles of chief of police, deputy chief and police officer are excluded from the negotiating unit.

ARTICLE II

CONDUCTING ASSOCIATION BUSINESS

Section A

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

Section B

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

Section C

Officers of the Association shall be excused from duty without loss of pay to attend all local Association meetings, provided that such attendance does not require the recall of off-duty superior officers to bring the police department up to its

proper effectiveness, and provided further that said officer shall be excused from duty only for the actual time of the meeting. Local Association meetings will total fourteen (14) meetings per annum, twelve (12) monthly meetings and two (2) open meetings.

Section D

The Employer shall permit members of the Association negotiating committee to attend mutually scheduled collective bargaining meetings during duty hours without loss of pay, provided that no more than two (2) officers from one 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 Fraternal Order of Police, as provided under N.J.S.A. 11:36C-4, but not more than three (3), including the delegate and two (2) alternatives, provided twenty-four (24) hour written notice is provided to Employer, and provided time off does not interfere with the proper operations of the police department.

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

Section F

Any employee who is a member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such official of the Union, nor shall there be any discrimination against any employee because of union membership activities.

ARTICLE III
BULLETIN BOARD

Section A

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

ARTICLE IV
PERSONNEL FILE

Section A

There shall be only two (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 a reasonable time of any material considered to be unfavorable to the employee which is to be included in the file. Employee shall have the right to examine said material and include a rebuttal.

Section B

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

ARTICLE V
PROMOTION LIST

Section A

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

ARTICLE VI

MUTUAL AID

Section A

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

ARTICLE VII
HOURS OF WORK AND WORK SCHEDULE

PART 1 GENERAL

Section A

The City shall implement a four (4) ten (10) hour days on/four (4) ten (10) hour days off work schedule for superior officers assigned to the Uniformed Patrol Division and a four (4) ten (10) hour days on/three (3) ten (10) hour days off work schedule for superior officers assigned to the Detective, Traffic and Juvenile Aid Divisions (hereinafter referred to in this Agreement as the "four and four work schedule").

Section B

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

Section C

All contractual provisions that pertain to the four and four work schedule shall apply to employees who work a four and three work schedule unless otherwise specifically provided to the contrary.

PART 2 FIVE AND TWO WORK SCHEDULE

Section A

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

Section B

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

Section C

The hours of the Juvenile Aid Bureau shall be 9:00 a.m. to 5:00 p.m. Monday through Friday.

Section D

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

allowed; said compensable time to be received by said employee within a twelve (12) month period from the time worked. If compensable time off is not allowed within said twelve (12) month period, employee shall be paid on the next pay period at time and one-half (1-1/2) for all time not allowed.

Section E

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

PART 3 FOUR AND FOUR WORK SCHEDULE

Section A

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

Section B

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

exact days worked shall be determined by the Employer.

Section C

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 Part 3, Section A of this Article, employees assigned to the Patrol Division shall:

- (a) attend training sessions for a total of twenty (20) hours a year; and
- (b) work in excess of ten (10) hours a day or forty (40) hours a week for a total of thirty five (35) hours a year and, effective July 1, 1996, for a total of thirty (30) hours a year.

If the chief or the police director, if a chief is not employed by the City, requires an employee to attend more than twenty (20) hours of training sessions a year, then the employee shall attend the sessions and the thirty five (35) hours a week or thirty (30) hours a week requirement 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 thirty five (35) hours and, effective July 1, 1996, a total of thirty (30) 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 an employee if he is required to replace an employee on a ten (10) hour shift. If an employee is required to replace an employee on an upcoming

shift, no notice shall be required. The maximum time period that an employee can be required to replace an employee on an upcoming shift shall be five (5) hours.

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

Section 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 sergeant, lieutenant and captain shall be as follows:

<u>SERGEANT</u>	\$52,882.00
<u>LIEUTENANT</u>	\$58,434.00
<u>CAPTAIN</u>	\$64,569.00

Wages for the position of sergeant, lieutenant and captain, effective January 1, 1995, shall be as follows:

<u>SERGEANT</u>	\$54,997.00
<u>LIEUTENANT</u>	\$60,771.00
<u>CAPTAIN</u>	\$67,152.00

The increase for the period beginning January 1, 1995 and ending June 30, 1995 shall be paid during the first pay period in July 1995.

Wages for the position of sergeant, lieutenant and captain, effective January 1, 1996, shall be as follows:

<u>SERGEANT</u>	\$57,197.00
<u>LIEUTENANT</u>	\$63,202.00
<u>CAPTAIN</u>	\$69,838.00

Section B

In the event this Agreement is executed subsequent to January 1, 1994, provisions regarding wages for a specific calendar

year, as set forth herein, shall be retroactive to the effective date of the increase in wages. It is understood that all officers in step on the guide will move to their next step on the guide, if the requisite years of service is attained, effective January 1st of each year regardless of whether a settlement has been reached.

Section C

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

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

Section D

Employees who receive an associate's degree in police science or criminal justice from an accredited college shall have their normal yearly salary increased by \$250.00 effective January 1 of the year following the awarding of the degree. Effective July 1, 1995, employees who receive an associate's degree from an accredited college shall have their normal yearly salary increased by \$350.00 effective January 1 of the year following the awarding of the degree.

Employees who complete studies for a bachelor's degree in

police science or criminal justice from an accredited college shall have their yearly salary increased by \$500.00 effective January 1 of the year following the awarding of the degree. Effective July 1, 1995, employees who complete studies for a bachelor's degree from an accredited college shall have their yearly salary increased by \$700.00 effective January 1 of the year following the awarding of the degree.

Effective July 1, 1995, employees who complete studies for a master's degree from an accredited college shall have their yearly salary increased by \$1,000.00 effective January 1 of the year following the awarding of the degree.

Section E

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

Section F

On-call detectives who are required to maintain contact with the City by way of beeper shall receive an additional \$10.00 per day compensation.

ARTICLE IX

OVERTIME

PART 1 FIVE AND TWO WORK SCHEDULE

Section A

The Employer agrees to pay all employees on a five and two work schedule time and one-half (1-1/2) for any and all time worked in excess of eight (8) consecutive hours or in excess of forty (40) hours per week, and for appearances during off-duty hours for court appearances in municipal, county, state and federal courts, as well as time spent in appearances before grand juries, including travel time, which are required as a result of employee's occupation as a superior 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 the remainder of the calendar year. If everyone on the list refused the assignment of overtime on a particular occasion, the Employer shall have the

right to select any employee to work one (1) time for that particular occasion only, at time and one-half (1-1/2) regular rate. Whenever any employee is called in to work at a time other than his regular shift, he shall receive a minimum of four (4) hours work and shall be paid for same, whether or not he works that length of time.

Section C

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

PART 2 FOUR AND FOUR WORK SCHEDULE

Section A

Except as otherwise provided in Article VII, Part 3, Section D of this Agreement, the Employer agrees to pay all employees on a four and four work schedule time and one-half (1-1/2) for any and all hours worked in excess of ten (10) consecutive hours or in excess of forty (40) hours per week, and for appearances during off-duty hours for court appearances in municipal, county, state and federal courts, as well as time spent in appearances before grand juries, including travel time, which are required as a result of employee's occupation as a superior 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 the remainder of the calendar year. If everyone on the list refused the assignment of overtime on a particular occasion, the Employer shall have the right to select any employee to work one (1) time for that particular occasion only, at time and one-half (1-1/2) regular

rate. Whenever any employee is called in to work at a time other than his regular shift, he shall receive a minimum of five (5) hours work and shall be paid for same, whether or not he works that length of time.

Section C

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

ARTICLE X

VACATION TIME, FLOATING DAY AND PERSONAL DAY

Section A

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

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

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

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

(2) Four and Four Work Schedule

Vacation time for employees assigned to the Patrol 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 6 calendar weeks
1-5 years	12 working days
6-10 years	15 working days
11-15 years	18 working days
16-20 years	20 working days
21-25 years	22 working days
26 years and over	25 working days

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

Section B

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

Section C

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

Section D

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

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

Section E

(1) Five and Two Work Schedule

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

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

(2) Four and Four Work Schedule

In addition to the schedule of vacation days and vacation entitlement set forth above, each employee on a four and four work schedule 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 15 of the year and cannot be accumulated or paid for.

Section G

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

Section H

All vacation time shall be used in the year it is earned, except as approved by the chief of police, or the police director if a chief is not appointed by the City, for special, exceptional reasons.

ARTICLE XI

GASOLINE AND LUNCH ALLOWANCE

Section A

Any member of the Association required to appear in county, state and federal court, or before any grand jury or any governmental agency on police business shall be allowed a gasoline allowance of five (5) gallons, together with lunch money not to exceed \$5.00 per day for each appearance.

ARTICLE XII

HOLIDAYS

Section A Five and Two Work Schedule

All members of the police department on a five and two work schedule shall receive fifteen (15) paid holidays during each calendar year. Pension contributions and deductions shall be applicable to all holiday pay. Deductions for pension will be taken out bi-weekly.

Section B Four and Four Work Schedule

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

Section C

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

(1) Five and Two Work Schedule

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

(2) Four and Four Work Schedule

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

Section B

(1) Five and Two Work Schedule

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

(2) Four and Four Work Schedule

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

(1) Five and Two Work Schedule

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

accumulated sick leave and vacation time.

(2) Four and Four Work Schedule

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

Section E

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

Section F

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

Section G

(1) Five and Two Work Schedule

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

(2) Four and Four Work Schedule

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

Section 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

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

Section C

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

ARTICLE XV

HEALTH AND WELFARE BENEFITS

Section A

Employer agrees to assume the full cost of hospitalization and major medical coverage similar to the existing coverage or equivalent coverage now offered to employees, except that the new limits of the policy shall be increased from \$75,000.00 to \$250,000.00 per year maximum, with a \$500,000.00 maximum per life, without an increase in any additional "deductible" provisions. Prescription coverage shall be increased from 80% to 90%. Each employee shall receive a copy of a bulletin advising him of the benefits to which he is entitled. Effective January 1, 1991 or as soon thereafter as coverage can be effectuated, hospitalization shall be increased to \$2,500.00 and the maximum lifetime coverage shall be increased to \$1,000,000.00.

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

Dental coverage will be increased from \$750.00 to \$1,000.00 per year maximum, with no increase in deductible to the employee. Employees will have the option to choose either the standard or comprehensive plan as offered by the carrier. Effective January 1, 1991 or as soon thereafter as coverage may be effectuated, payments shall be based on a 1990 rate schedule.

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.

ARTICLE XVI
DEATH IN FAMILY

Section A

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

Section B

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

Section C

Employee shall be entitled to one (1) day's leave with pay for the death of members of employee's family who are classified as non-immediate family. Non-immediate family shall include aunt, uncle, nephew, niece, sister-in-law and brother-in-law.

Section D

Employee shall also be granted reasonable time off with full pay for the purpose of travel time if the funeral of an immediate family member is out of state. Such time off is subject to the approval of the chief of police or the police director if a chief is not appointed by the City.

ARTICLE 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.

ARTICLE XVIII

EMPLOYER'S RIGHTS

Section A

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

SAFETY, EQUIPMENT AND WORKING CONDITIONSSection A

There shall be established a standing committee entitled "Police Procedures and Equipment Committee." Said committee shall consist of five members: the chief of police, two (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 superior officers and the public. The committee shall present a written report regarding recommendations and submit the same to the business administrator. Said recommendations shall include but not be limited to the purchase of and use of recommended equipment. Employer shall make a reasonable effort within budget constraints to purchase the recommended equipment or implement the recommended procedure of the committee.

ARTICLE XX

LEGAL REPRESENTATION

Section A

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

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

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

ARTICLE XXI

GRIEVANCE PROCEDURE AND ARBITRATION

Section A

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

Section B

The following procedure shall be followed with reference to grievances:

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

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

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

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

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

5. Upon compliance with the requirements of paragraph

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

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

Section C

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement not settled at lower step of the grievance procedure as herein

provided may be referred to an arbitrator, provided it is not specifically exempt from said arbitration process.

Section D

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

Section E

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

Section F

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

Section G

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

ARTICLE XXII

CONSTRUCTION UNDER LAWS OF THE STATE OF NEW JERSEY

Section A

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

ARTICLE XXIII

NO MODIFICATION EXCEPT IN WRITING

Section A

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

ARTICLE XXIV

TERMINATION ENTITLEMENT AND POST-TERMINATION EMPLOYMENT

Section A

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

ARTICLE XXV

SAVINGS CLAUSE

Section A

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

ARTICLE XXVI
TERMS OF AGREEMENT

Section A

This Agreement shall continue in full force and effect one (1) year from and after the effective date of the Agreement regardless of the date it is executed.

ARTICLE XXVII

MANAGEMENT RIGHTS CLAUSE

Section A

The City reserves, to itself, sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the Department, (b) to hire, promote, transfer, assign and retain employees in positions in the Department and to suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain efficiency of the Department operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to establish reasonable work rules (such rules shall not contain specific penalties), and (g) to take whatever actions may be necessary to carry out the mission of the City in situations of emergency.

ARTICLE XXVIII

REPRESENTATION FEE

If any employee does not become a member of the F.O.P. 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 F.O.P. for that membership year. This fee shall be the maximum allowed by law.

Section A Notification

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

Section B Payroll Deduction Schedule

The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) ten (10) days after receipt of the aforesaid list by the Employer; or

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

Section C Termination of Employment

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

Section D Mechanics of Deduction and Transmission of Fees

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

Section E Changes

The F.O.P. will notify the Employer in writing of any changes in the list provided for in Section A above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer receives said notice.

Section F New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the F.O.P. a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and date of employment for all such employees.

Section G Employer Held Harmless

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

ARTICLE XXIX

MAINTENANCE OF STANDARDS

Section A

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

ARTICLE XXX
SENIORITY LIST

Section A

The Employer shall establish a seniority list of the permanent uniformed police department and it shall be brought up to date by the Employer on January 1st of each year and immediately posted thereafter on the headquarter's bulletin boards for a period of not less than thirty (30) days, and a copy of same mailed to the secretary of the Union. Unless an objection to the seniority list as posted is made to the Employer by an employee within ten (10) days from the date such a list is posted, the list will be final.

ARTICLE XXXI

PRESCRIPTION EYEGLOSS ALLOWANCE

Every person who is employed as of January 1, 1993 shall be entitled to an annual prescription eyeglass allowance upon receipt of proof of payment of a new or replacement set of prescription eyeglasses (not sunglasses) for the employee during the year in question.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 28th day of NOVEMBER, 1994.

ATTEST:

CITY OF PERTH AMBOY

Elaine M. Kiczula
ELAINE M. KICZULA
City Clerk

By: Joseph Vas
JOSEPH VAS
Mayor

ATTEST:

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

David Weiss
Secretary

By: David Weiss
DAVID WEISS
President

FOGARTY & HARA
COUNSELLORS AT LAW

RODNEY T HARA
STEPHEN R. FOGARTY

JANE CALLINA MECCA
ELLEN MARIE WALSH
GARY P. HALL
SCOTT J. BOCKER

95 JAN 18 9:11

23 HIGHLAND CROSS
RUTHERFORD, N. J. 07070-2110

(201) 935-0440
TELECOPIER (201) 935-3470

January 16, 1995

Dr. Simon M. Bosco
S. M. Bosco Associates
Riverview Acres
19 Riverview Drive
Tinton Falls, New Jersey 07724

Re: Perth Amboy F.O.P. Lodge No. 80

Dear Dr. Bosco:

As you are aware, the parties negotiated a successor collective negotiations agreement for 1994, 1995 and 1996. The memorandum of agreement between the parties stated, among other things, that:

4. Article VIII, Wages,
Section E, Effective
7/1/95

Delete the phrase:
"after he has performed
for every consecutive work
day beyond four (4)
consecutive work days".

Subsequent to the signing of the memorandum of agreement on October 12, 1994 and the ratification of the memorandum by the parties, this office revised the parties' 1993 collective negotiations consistent with the parties' memorandum of agreement. Unfortunately, we made a clerical error and omitted reference to the July 1, 1995 effective date of the fourth item on the memorandum of agreement.

We are enclosing a copy of the memorandum of agreement and Article VIII of the 1994-1996 F.O.P collective negotiations agreement. As discussed over the telephone, please review the enclosure to confirm the clerical error and advise the F.O.P. that the effective date of the revision to the out-of-rank- pay provision of Article VIII is July 1, 1995.

Dr. Simon M. Bosco
January 16, 1995
Page 2

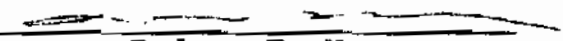
If you should have any questions, please do not hesitate to contact this office.

Thank you for your courtesies and cooperation.

With kind regards, we are

Very truly yours,

FOGARTY & HARA

By: 
Rodney T. Hara

RTH:bg
cc: Mr. Donald Perlee
Business Administrator
Mr. Thomas Cetnar
Director of Police