

**AGREEMENT**

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

**AND**

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

**FROM  
1 July 2012**

**TO  
31 December 2017**

**PUBLIC SAFETY TELECOMMUNICATORS**

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**PREAMBLE**

This Agreement, commencing 12:00 A.M., and effective 1 July 2012 until 11:59 P.M., 31 December 2017, is between the Mayor and Council of the City of Perth Amboy, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Employer"), and Local 426 of the New Jersey State Firemen's Benevolent Association hereinafter referred to as the "Union"), on behalf of said Union and on behalf of the employees of the employer (now employed and hereinafter to be employed and hereinafter collectively designated as "employees").

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

**ARTICLE 1 - RECOGNITION**

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

"Communication Operator"). This recognition is in accordance with PERC certification FMBA - NAGE Local R2-343/SEIU 5000, Docket No. RD-2009-087

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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

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

### **ARTICLE 3 - NO-STRIKE PLEDGE**

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

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

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

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

### **Section A. Purpose**

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

### **Section B. Steps of the Grievance Procedure**

#### **STEP 1      INFORMAL-IMMEDIATE SUPERVISOR**

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

#### **STEP 2      FORMAL-DEPARTMENT HEAD**

Within five (5) days of the oral or written answer from the

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

### **STEP 3 BUSINESS ADMINISTRATOR**

Within ten (10) days of the written answer, if the grievance is not resolved, it shall be filed with the Business Administrator. The Business Administrator will arrange a meeting at a mutually agreeable time and place not later than ten (10) working days after receipt of the written grievance. The aggrieved party, Union representative and local Union President shall be entitled to be present at the meeting. The Business Administrator shall give a written answer to the grievance to the employee and Union within ten (10) working days after the meeting, or within such additional time that may be mutually agreed upon.

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

### **STEP 4 ARBITRATION**

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

The request for arbitration shall be by written notice to the American Arbitration Association within ten (10) days of the denial of the grievance at STEP 3. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission shall be requested by either one or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name and the other party shall then strike one (1) name. The process will be repeated and

the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally with/by the Employer and the Union.

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

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

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

#### Section C. Time Limits

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefore, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for a decision at any step in the Grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

#### Section D. City Grievances

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



## **ARTICLE 5 – NON-DISCRIMINATION**

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

## ARTICLE 6 - DUES CHECK OFF

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9(e) as amended. Said monies, together with a list of names and amount of dues so deducted, shall be transmitted to the Local 426 office by the end of the next month following the monthly pay period in which deductions were made. If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the City written notice prior to the effective date of such change.

B. The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated City officials, as provided in N.J.S.A. 52:14-15.9(e) as amended.

### C. Agency shop

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any employee who does not join the Union within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular union membership dues, fees, and assessments. The Union's entitlement to the representative fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the City.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the City on reliance upon the salary deduction authorization cards submitted by the Union to the City and/or that may arise by reason of action taken by the City in the salary deduction of fifty percent (50%) of union dues for employees who are not members of the Union and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated City officials, as provided in N.J.S.A. 52:14-15.9(e) as amended.

## **ARTICLE 7 - ACCESS TO PERSONNEL FILES**

- A. An employee shall, within five (5) working days of a written request to the Personnel Department, have an opportunity to review their personnel folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation, or any evaluation of their work performance or conduct prepared by the City during the terms of this Agreement. They shall be allowed to place in such a file a response of reasonable length to anything contained therein.
- B. Each regular written evaluation of work shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

## **ARTICLE 8 - BULLETIN BOARD**

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

## **ARTICLE 9 - HOLIDAYS**

- A. Employees shall be entitled to one hundred and ten (110) hours of paid holiday time per year, which represents 11 holidays. Employees shall receive payment on or before 1 December of each year in lieu of this holiday time.
- B. Reserved

## **ARTICLE 10 - PERSONAL LEAVE**

- A. Effective 1 January 2015, all employees covered under this Agreement shall be entitled to twenty (20) hours a year leave of absence with pay for personal business.
- B. No personal leave can be accumulated.
- C. Personal leave shall not be taken in conjunction with vacation or sick leave and notification and request for personal days must be made at least seven (7) calendar days in advance of taking them. In cases of emergency, the twenty-four (24) hour notice shall be waived.
- D. Personal leave may be taken in a one-half (1/2) day increment. Personal leave must be taken no later than December 15<sup>th</sup> of each year.

**ARTICLE 11 - VACATION**

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

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

(The change in vacation hours will be effective 1 January 2015.)

- B. All permanent or provisional full-time employees shall be entitled to vacation leave based on their years of full time service with the City of Perth Amboy. Periods of service when an employee is not in full-time status, such as per diem or part-time status, or leave of absence without pay, except military leave, shall be deducted from the employee's total continuous service for purpose of determining the earned service credit for vacation leave. Permanent part-time employees shall receive vacation credit allowance on a proportionate or pro-rated basis. The term "continuous service" shall permit per diem service to allow eligibility for vacation leave; however, no service credit shall be provided to an employee for time spent in per diem status.
- C. Vacation leave may be accumulated up to a maximum of one year of vacation leave.
- D. Vacation leave time should be taken during the calendar year at such time as requested and approved unless the Department Director determines that it cannot be taken because of

pressure of work.

- E. Any employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.
- F. Whenever a permanent employee dies having earned annual vacation leave, there shall be calculated and paid to the employee's estate a sum of money equal to the compensation figured on the employee's salary rate at the time of the death.
- G. Employees called back to work while on vacation shall either cease to have vacation time charged or continue to charge vacation but receive time and one half (1 1/2) for that time.
- H. Vacation leave may be taken in less than a full day period with the approval of the Department Head. Such partial day leave requests may only be made twice during any calendar year. Approval shall not be withheld unreasonably. The years of continuous service of full-time employment service of full-time employment with the City shall be credited the following January 1st.
- I. Vacations are credited in advance in expectation of continued employment starting in the second calendar year of employment. Reimbursement must be made by the employee in cases where the amount of annual employment does not equal the amount of vacation used within the calendar year.
- J. An employee may sell back to the City unused vacation time in excess of five (5) days at 60% of the accrued rate of pay so long as the City offers to do so. (The calculation would be: employee's hourly rate for the vacation leave when it was accrued times the number of vacation hours the employee seeks and the City agrees to pay X 0.60.)

## **ARTICLE 12 - CONVENTION LEAVE**

- A. The president or authorized delegate of FMBA Local 426 shall be afforded time off with pay to attend the New Jersey State FMBA Convention and/or monthly FMBA meetings. Said leave of absence shall not exceed five (5) days for any and all employees in any calendar year.
- B. A certificate of attendance at the convention shall, upon request, be submitted by the representative so attending.

## **ARTICLE 13 - FAMILY AND MATERNITY LEAVE**

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

## **ARTICLE 14 - DEATH IN FAMILY (BEREAVEMENT) LEAVE**

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

## ARTICLE 15 - JURY LEAVE

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

## ARTICLE 16 - SICK LEAVE

- A. All permanent full-time temporary or full-time permanent employees shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or attendance upon a member of the immediate family who is seriously ill and requires the care or attendance of said employee.
- B. Effective 1 January 2015, the minimum sick leave with pay shall accrue to any full-time employee on the basis of eight (8) working hours per month during the remainder of the first calendar year of employment after initial appointment and one hundred and five (105) working hours in every calendar year thereafter. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
- C. If any employee is absent for reasons that entitle them to sick leave, their supervisor shall be notified prior to any such employee's starting time. The Appointing Authority may require proof of illness of an employee on sick leave whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action. In case of leave of absence due to exposure to contagious disease, certificate from the Department of Health is required.
- D. An employee may receive a written letter from the department director informing him/her of excessive absenteeism and abuse of sick leave. The letter shall advise the employee to correct the situation or be subject to further disciplinary action including a change to the accrual of sick leave. The letter shall be made a part of the employee's permanent personnel file.



- E. If there is no correction to the pattern of excessive absenteeism and abuse of sick leave following the initial letter, the employee shall receive a written letter from the department director informing them that for the balance of the calendar year and for a total period of the next twelve (12) months, the employee shall be entitled to sick leave on the basis of accruing eight and three-quarters (8.75) hours per month. The letter shall further state that the employee may be subject to further disciplinary action up to and including termination.
- F. Sick leave may be taken as approved by the department director.
- G. An employee may sell back to the City unused accumulated sick time in excess of 300 hours at 50% of the accrued rate of pay so long as the City offers to do so. (The calculation would be employee's hourly wage rate for the sick leave when it was accrued X the number of sick hours the employee seeks and the City agrees to pay X 0.50.)
- H. Upon retirement, an employee will be paid for one (1) of every two (2) sick days accumulated, with a ceiling of one hundred fifty (150) sick days paid on retirement.

## **ARTICLE 17 - LEAVE OF ABSENCE**

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

## **ARTICLE 18 - HOURS OF WORK**

The normal work week shall consist of four (4) consecutive

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

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

## **ARTICLE 18A - CLOTHING**

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

## **ARTICLE 19 - HEALTH INSURANCE BENEFITS**

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

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

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

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

- ii. From \$400 to \$800 for families
- b. Increase maximum out of pocket co-payment benefit
  - i. From \$800 to \$1600 for individual
  - ii. From \$1600 to \$3200 for families
- 3. Prescription Insurance - Change the following co-payments:

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

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

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

#### Section E. PRESCRIPTION EYEGLASSES ALLOWANCE

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

#### Section F. Health Insurance at Retirement

##### 1. DEFINITIONS

**Health Insurance Coverage** means the group health and hospital insurance coverage provided by the City of Perth Amboy at the time of the eligible employee's retirement and thereafter under the terms of the collective bargaining agreement with the employee organization that represented the retiring employee's job title. It includes surviving spouse and any eligible dependent(s) for which coverage was provided at the time of retirement to the extent provided for in the controlling insurance contract in effect at the time. Any changes in insurance plans, benefit levels and/or employee contributions that occur during retirement will be applicable to and binding upon the eligible retiree and dependent(s).

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

- a. On a State accidental disability pension as a result of an on-the-job injury while performing services for the City of Perth Amboy; or
- b. After 25 years or more of pensionable service under the New Jersey State Pension System; or
- c. With at least 15 years of employment service in the City of Perth Amboy and reached the age of 62 years or older.

2. Pursuant to N.J.S.A. 40A:10-23, the City will assume the partial or full premium cost (depending on the practice for full time active employees) of the controlling group health and hospital insurance coverage for employees, spouse and eligible dependent(s), who retire and satisfy the following conditions:

- a. The employee commenced full-time employment for the City of Perth Amboy prior to July 1, 2008, and remained continuously employed (as determined by the Civil Service Commission) full-time by the City through the date of qualifying retirement under a State of New Jersey administered retirement plan; and

- b. The employee retired:

- i. On a State accidental disability pension as a result of an on-the-job injury sustained while performing services for the City of Perth Amboy; or

- ii. After 25 years or more of pensionable service under the New Jersey State Pension System; or

- iii. With at least 15 years of pensionable employment service in the City of Perth Amboy and reached the age of 62 years or older.

- c. The level of insurance will be the prevailing group coverage that is in effect for the employee organization that represented the retiring

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

### 3. Medicare

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

## **ARTICLE 20 - INJURY LEAVE**

Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay for a period not to exceed seven (7) calendar days. Any payments received by the employees attributable to Workmen's Compensation during the period of said injury leave shall be deducted from the employee's salary payable by the City. After seven (7) calendar days, the City will no longer be obligated to pay out any supplement to Workmen's Compensation.

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

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

## **ARTICLE 21 - OVERTIME**

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

- A. Weekly - all work performed in excess of the regularly assigned work week.

- B. All work performed on days scheduled as non-working days on the work schedule.

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

## **ARTICLE 22 - SALARY AND WAGES**

All employees covered by this collective bargaining Agreement shall have their salaries unchanged effective July 1, 2012, as they were effective June 30, 2012.

Employees shall progress to the next step in the salary guide effective 1 October [September] of each year of the contract beginning in 2014 through 2017.

For 2014, the salary guide affecting all employees covered by this collective negotiations agreement shall be increased by one percent (1 %) effective 1 October [September] 2014.

For the year 2015, the salary guide affecting all employee covered by this collective negotiations agreement shall be increased by one percent (1%) effective 1 October [September] 2015.

For the year 2016, the salary guide affecting all employees covered by this collective negotiations agreement shall be increased by one percent (1%) effective 1 October [September] 2016.

For the year 2017, the salary guide affecting all employees covered by this collective negotiations agreement shall be increased by two and one half percent (2.5%) effective 1 October [September] 2017.

Salaries are shown on Schedule A of this Agreement.



## **ARTICLE 22 - SALARY AND WAGES**

All employees covered by this collective bargaining Agreement shall have their salaries unchanged effective July 1, 2012, as they were effective June 30, 2012.

Employees shall progress to the next step in the salary guide effective 1 October of each year of the contract beginning in 2014 through 2017.

For 2014, the salary guide affecting all employees covered by this collective negotiations agreement shall be increased by one percent (1 %) effective 1 October 2014.

For the year 2015, the salary guide affecting all employee covered by this collective negotiations agreement shall be increased by one percent (1%) effective 1 October 2015.

For the year 2016, the salary guide affecting all employees covered by this collective negotiations agreement shall be increased by one percent (1%) effective 1 October 2016.

For the year 2017, the salary guide affecting all employees covered by this collective negotiations agreement shall be increased by two and one half percent (2.5%) effective 1 October 2017.

Salaries are shown on Schedule A of this Agreement.





## ARTICLE 23- LONGEVITY

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

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

Effective 1 October 2014, for the purposes of determining longevity, an employee covered by this Agreement shall be eligible for a longevity payment commencing with the first full pay period following their anniversary date of their five (5) years of employment and for the completion of each additional five (5) years. Years of service for purpose of longevity pay shall be computed to original date of employment, shall be continuous and consecutive (including per diem service), and calculated on total years in full pay status. The term "continuous and consecutive" shall permit per diem service to allow employee eligibility. Years of service will be computed on the basis of full time permanent employment only, which shall not include per diem service.

All time accrued by a current employee on payroll prior to 1 October 2014, years of service for purpose of longevity pay shall be computed to original date of employment, need not be continuous and consecutive but calculated on total years in full pay status.



## ARTICLE 24 - MANDATORY DRUG AND ALCOHOL TESTING PROGRAM

A Mandatory Random and Reasonable Suspicion Drug and Alcohol Testing Program shall be implemented in the same manner as the City's existing CDL program. Random testing shall be provided on a quarterly basis with seven (7) primary and seven (7) substitute employees selected randomly. The date for the test shall be determined by the Employer. A union official may be present during the testing procedures.

The penalty for testing positive on any random or reasonable suspicion drug test shall be immediate dismissal.

A positive random or reasonable suspicion alcohol test of .08 percent or greater shall be considered intoxication. The penalty for a positive test of .08 percent or greater while on duty:

First offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a written reprimand, and may include up to a three (3) day suspension without pay.

Second offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a three (3) day and up to a ten (10) day suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

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

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

The penalty for a positive test of .08 percent or greater while off-duty and in uniform:

First offense - The employee shall be subject to disciplinary

action, at a minimum, of a written reprimand, or up to two (2) days suspension without pay.

Second offense - The employee shall be subject to disciplinary action of, at a minimum, two (2) days to ten (10) days suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

Third offense - The employee shall be subject to disciplinary action of ten (10) days to thirty (30) days suspension without pay and requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program.

A positive alcohol test of .02 percent to .0799 percent while on duty:

First offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a written reprimand, and may include up to a one (1) day suspension without pay.

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

Third offense - The employee shall be immediately removed from duty and disciplinary action shall be imposed. Such disciplinary action shall include at least a thirty (30) days suspension without pay and the requirement that the employee shall submit proof of participation and successful completion in an approved alcohol rehabilitation program. Such action may also include dismissal.

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

Failure to successfully complete the required rehabilitation program shall result in additional disciplinary action. Such action may include dismissal.

Refusal to submit to a test as required without a valid medical examination shall subject the individual to immediate dismissal.

## **ARTICLE 25 - LIFE INSURANCE**

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

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

## **ARTICLE 26 - EMPLOYEE HEALTH AND SAFETY**

- A. The City shall provide a place of employment that shall be in conformance with the laws and regulations of the Public employees' Occupational Safety and Health Act (34:6A-25 et seq.).
- B. The Employer and the Union shall each designate a Safety Committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthy conditions in a timely manner. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate.

## **ARTICLE 27 - SENIORITY**

A. Seniority is defined as an employee's length of service with the City beginning with the employee's date of hire. Upon completion of the probationary period, seniority shall accumulate until there is a break in service.

B. Job classification seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off. Absence without leave for five (5) days or failure to return from any leave of absence shall be considered a resignation. A laid off employee who is reinstated within a two (2) year period shall have the previous seniority reinstated from the date of original hire.

C. Seniority shall be given preference in scheduling vacations and work shifts. Scheduling requests shall not be unreasonably denied, though bilingual capability may be considered when granting these requests.

D. Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copy of same to the Union upon request. Employer shall promptly inform the appropriate union representative of any changes which necessitate amendments to the seniority list.

## **ARTICLE 28 - DISCIPLINE AND DISCHARGE**

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

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

## **ARTICLE 29 - PAY PERIOD**

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

## **ARTICLE 30 - SAVINGS CLAUSE**

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

## **ARTICLE 31 - FULLY BARGAINED PROVISIONS**

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

**ARTICLE 32 - DURATION**

This Agreement shall be effective from July 1, 2012 until December 31, 2017.

It can be automatically renewed thereafter unless either party shall notify the other in writing ninety (90) days prior to December 31, 2017 that it desires to modify this Agreement. In the event that such a notice is given, negotiations shall begin no later than sixty (60) days prior to December 31, 2017.

ATTEST:

CITY OF PERTH AMBOY

Elaine M. Jasko  
Elaine M. Jasko  
City Clerk

By: Wilda Diaz  
Wilda Diaz  
Mayor

ATTEST:

NEW JERSEY STATE  
FIREMEN'S BENEVOLENT ASSOCIATION,  
LOCAL 426

Tracy Guarnieri  
Secretary

By: Dana Spindel  
President, Local 426

APPROVED:

Jillian C. Barrick  
Jillian C. Barrick, Business Administrator

Joe 4/11/14  
Joe 9/24/14



**SCHEDULE A - SALARY GUIDE**

SCHEDULE A

Public Safety Telecommunicators								
Schedule A - 1 July 2012 through 31 December 2017								
TITLE	DATE	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII
Public Safety TeleCommunicators	7/1/2011	33,648	34,987	36,324	37,633	39,003	40,340	41,679
	1% 10/1/2014	33,984	35,337	36,687	38,009	39,393	40,743	42,096
	1% 10/1/2015	34,324	35,690	37,054	38,389	39,787	41,151	42,517
	1% 10/1/2016	34,668	36,047	37,425	38,773	40,185	41,562	42,942
	2.5% 10/1/2017	35,534	36,948	38,360	39,743	41,189	42,601	44,015