

Erin Senape

From: Laura Kemble
Sent: Monday, August 26, 2024 3:13 PM
To: Erin Senape; Katie Rose Walenty; Business Administrator; Deborah Brooks
Cc: Kristal Manion
Subject: Re: OPRA request - Collective Bargaining Unit Information (Middlesex County) -OPRA - 230-24
Attachments: scan0951.pdf; scan0952.pdf; scan0953.pdf

Please see attached.

From: Erin Senape <senapee@southamboynj.gov>
Sent: Monday, August 26, 2024 2:59 PM
To: Katie Rose Walenty <walentyk@southamboynj.gov>; Business Administrator <ba@southamboynj.gov>; Deborah Brooks <brooksd@southamboynj.gov>
Cc: Laura Kemble <kemblel@southamboynj.gov>; Kristal Manion <manionk@southamboynj.gov>
Subject: RE: OPRA request - Collective Bargaining Unit Information (Middlesex County) -OPRA - 230-24

Hi Kristal & Laura:

Let me know if you have anything on this OPRA.

Thank you
Erin

-----Original Message-----

From: Erin Senape
Sent: Monday, August 26, 2024 2:52 PM
To: Katie Rose Walenty <walentyk@southamboynj.gov>; Business Administrator <ba@southamboynj.gov>; Deborah Brooks <brooksd@southamboynj.gov>
Cc: Laura Kemble <kemblel@southamboynj.gov>
Subject: RE: OPRA request - Collective Bargaining Unit Information (Middlesex County) -OPRA - 230-24

Thank you

Erin

-----Original Message-----

From: Katie Rose Walenty <walentyk@southamboynj.gov>
Sent: Monday, August 26, 2024 2:51 PM
To: Erin Senape <senapee@southamboynj.gov>; Business Administrator <ba@southamboynj.gov>; Deborah Brooks <brooksd@southamboynj.gov>
Subject: RE: OPRA request - Collective Bargaining Unit Information (Middlesex County) -OPRA - 230-24

Hi Erin,

I do not have anything. I just spoke with Dave and he said Payroll would have what you need.

Best Regards,

Katie Rose Walenty

Confidential Secretary
Planning Board Secretary
140 N. Broadway
South Amboy, NJ 08879
Direct Dial: 732-525-5932
Email: walentyk@southamboynj.gov

-----Original Message-----

From: Erin Senape <senapee@southamboynj.gov>
Sent: Monday, August 26, 2024 2:46 PM
To: Business Administrator <ba@southamboynj.gov>; Katie Rose Walenty <walentyk@southamboynj.gov>; Deborah Brooks <brooksd@southamboynj.gov>
Subject: RE: OPRA request - Collective Bargaining Unit Information (Middlesex County) -OPRA - 230-24

Hello Dave and Katie:

Do you have anything additional to add to this OPRA besides what Debbie gave me already?
If not that's fine, just checking since it is getting close to the closing date of OPRA date response.

Thank you

Erin Senape
City Clerks Office
City of South Amboy
140 North Broadway
South Amboy NJ 08879
732.525.5920
senapee@southamboynj.gov

-----Original Message-----

From: Erin Senape
Sent: Tuesday, August 20, 2024 3:23 PM
To: Business Administrator <ba@southamboynj.gov>; Katie Rose Walenty (walentyk@southamboynj.gov) <walentyk@southamboynj.gov>; Deborah Brooks <brooksd@southamboynj.gov>
Subject: FW: OPRA request - Collective Bargaining Unit Information (Middlesex County) -OPRA - 230-24

Good Afternoon:

Please see OPRA request below.

Let me know if you have information on the Collective Bargaining Unit Information.

Thank you

Erin Senape
City Clerks Office
City of South Amboy
140 North Broadway

South Amboy NJ 08879
732.525.5920
senapee@southamboynj.gov

-----Original Message-----

From: Deborah Brooks <brooksd@southamboynj.gov>
Sent: Tuesday, August 20, 2024 8:42 AM
To: Erin Senape <senapee@southamboynj.gov>
Subject: FW: OPRA request - Collective Bargaining Unit Information (Middlesex County)

opra

-----Original Message-----

From: The Curious Taxpayer <opra+request-65157-2013c29a@requests.opramachine.com>
Sent: Tuesday, August 20, 2024 12:23 AM
To: Clerk <clerk@southamboynj.gov>
Subject: OPRA request - Collective Bargaining Unit Information (Middlesex County)

Dear To Whom This May Concern,

This is a request for public records made under the Open Public Records Act (OPRA) and the common law right of access.
Please acknowledge receipt of this message.

Records Requested:

A digital copy of the most recently approved memorandum of ALL collective bargaining units with which the township, city, borough, etc., currently holds active agreements.

Please include the most recent contract booklet (signed or unsigned), the most recent memorandum of agreement, salary guides, and any sidebar agreements, if applicable.

Thank you for your attention to this request.

Yours faithfully,
The Curious Taxpayer

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-65157-2013c29a@requests.opramachine.com

Is clerk@southamboynj.gov the wrong address for OPRA requests to South Amboy City? If so, please contact us using this form:

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Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

LAURA

**THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF SOUTH AMBOY
AND
THE SOUTH AMBOY SUPERIOR OFFICER'S ASSOCIATION**

EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

**LOCCKE, CORREIA & BUKOSKY
24 SALEM STREET
HACKENSACK, N.J. 07601
(201) 488-0880**

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PREAMBLE

This Agreement, effective the _____ day of _____, 2021 by and between the City of South Amboy, in the County of Middlesex, a municipal corporation in the State of New Jersey, (hereinafter referred to as the "City") and the South Amboy Superior Officer's Association (hereinafter referred to as the "Association" is designed to maintain and promote a harmonious relationship between the City and the Employees who are represented by the SOA. in order that continuous efficiency and excellence in service be rendered by members of the South Amboy Police Department.

I. RECOGNITION

1. The City hereby recognizes the Association as the sole and exclusive representative of all Employees in the Association bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, settlement of grievances, and other mandatorily negotiable conditions of employment.

2. There shall be no discrimination, interference, or coercion by the City or any of its agents against the Employees represented by the Association because of membership in or activities of the Association. The Association shall not intimidate or coerce Employees into membership. Neither the City or the Association shall discriminate against any Employee because of race, creed, color, sex or national origin.

3. The bargaining unit shall consist of all Superior Officers in the ranks of Sergeant, Lieutenant and Captain employed by the South Amboy Police Department, excluding the patrol officers, the Police Chief, and all other Employees of the City of South Amboy.

II. MEDICAL BENEFITS

1. The City hereby agrees to assume full cost of providing the following medical benefits to the Employees covered by this Agreement and their families:

- A. Hospitalization equivalent to the former Blue Cross 365, Blue Shield UCR, and Rider J, and
- B. Major medical coverage equivalent to the former expanded Connecticut general plan, and
- C. Dental Insurance coverage equivalent to the former Connecticut general dental plan:

FEE SCHEDULE:

Deductible:

Basic & Prosthodontic Limit

Orthodontic:

Basic Co-insurance:

Prosthodontic & orthodontic

Co-insurance:

UCR

\$25.00 with \$75.00 max.
aggregate per family per year.

\$1,000.00

\$750.00

80/20

50/50

- D. 1. Prescription plan with a one (\$1.00) Dollar deductible at a local pharmacy. Effective March 1, 2001 the public employer shall have the right to modify the prescription plan so as to provide for a \$5.00 co-payment for generic medication and a \$10.00 co-payment for brand name medication.

2.

- A. Effective January 1, 1988, upon retirement or death of an Employee covered by this Agreement, the City shall supply and/or continue to pay the cost of all medical coverages as set forth above for retiree, retiree's/decedent's spouse and retiree's/decedent's dependent

children but, as to active Employees the surviving spouse and children shall have continued medical coverages to the extent that the Employee's plan extends any continued medical coverages to them as of the date of the active Employee's death. If continued health insurance coverage is not provided to the surviving spouse and dependent children under the decedent Employee's health insurance plan through the City, the City will reimburse the surviving spouse for the actual premium paid for equivalent coverage but not to exceed that which the City would have paid for continuing surviving spouse's and dependent children's health insurance under the then exiting plan,

B. Medical Premium Co-payment for retiree coverage shall be paid in its entirety by the City of South Amboy.

3. It is hereby agreed by the SOA. that the City may exercise its right to change insurance carriers so long as the coverages enumerated in this agreement are maintained at their equivalent levels.

A. Each Employee covered by this Agreement shall have the individual right to waive medical benefits coverage offered by the public employer. A Police Officer who waives the right to medical benefits provided under this contract shall receive the following compensation, provided that the Police Officer supplies proof of coverage under other health care plan provisions:

<u>Type</u>	<u>Amount</u>
Single	\$1,000
Parent/Child	\$1,250
Husband/Wife	\$1,500
Family	\$1,750

The modification shall be effective no earlier than April 1, 2001.

4. A. The City may, effective February 1, 2007, provide health and prescription drug insurance under the N.J. State Health Benefits Plan in satisfaction of its obligation to provide medical benefits pursuant to paragraphs 1.A., B., C. and D. under Article II of the contract. Medical Benefits.
- B. If the City provides medical benefits through the State Health Benefits Program, the retiree and/or dependent spouse shall comply with the retiree enrollment and coverage of SHBP and be enrolled in both Medicare Part A (hospital insurance) and Part B (medical insurance) at the retiree's/dependent's spouse costs.
- C. If the City provides medical and prescription benefits through the State Health Benefits Program, the Employee's deductibles and co-pay obligations shall be governed by the plan chosen by the Employee.
- D. The maximum SHBP prescription drug co-payments for Employees, except those enrolled in "Traditional", will be as follows:

Generic	\$10.00
Preferred Brands	\$15.00
All Other Brands	\$20.00
- E. If an Employee chooses the "Traditional" prescription plan, he/she is responsible for the twenty percent (20%) co-payment.
5. A. Each Employee covered by this Agreement and who has health care benefits shall contribute to the cost of health care benefits as required by law. The amount of contribution shall continue at the maximum amount during the term of this Agreement.

- B. An Employee covered by this Agreement shall have the individual right to waive medical benefits coverage offered by the City. The City will pay to an Employee, who qualifies and who waives the right to medical benefits provided under this contract, twenty-five percent (25%) to a maximum of Five Thousand Dollars (\$5,000.00) of the savings of the City, the maximum provided by law.
- 6.
 - A. In the event the Employer is considering a change in medical benefits then any such change shall result in benefits which are equal to or better than the existing benefits.
 - B. In the event of any change being considered then the PBA shall be given at least thirty (30) calendar days' notice and at said time the Employer shall provide a complete plan document of any proposed change or modification.

III. LIFE INSURANCE

1. The City hereby agrees to provide group term life insurance through the City's major medical insurance carrier for all Employees covered by the agreement. The amount of the coverage shall be \$50,000.00 per Employee with double indemnity coverage for accidental death.

2. Upon retirement of an Employee covered by this agreement, the City shall cause said life insurance to remain in effect on said Employee. Upon the retired Employee reaching the age of sixty-five (65) said life insurance shall be reduced to one-half of the specified amount. Upon the retired Employee reaching the age of seventy (70) years of age, said life insurance shall be reduced to \$2,500.00. The City shall then cause said insurance to remain in effect until death of said Employee.

3. Employees who have retired prior to January 1, 1983 and are presently covered by life insurance shall be covered by life insurance benefits stipulated in the 1981-1982 contract (\$20,000.00 decreasing by \$2,000.00 increment on retirement anniversary to \$10,000.00 further reduction to \$2,500.00 on attaining age seventy) and shall not be entitled to upgraded life insurance benefits.

IV. UNIFORMS

The City shall compensate any Employee covered by this Agreement for damage caused during the performance of duty in the following manner:

- A. Prescription glasses and dental work shall be reimbursed by the City's workmen's compensation insurance carrier pursuant to mandated coverage by State statutes provided that a compensable injury occurs.
- B. Personal property, including clothing, shall be procured by the City through its normal purchasing procedures provided that the maximum cost of any article or articles replaced shall not exceed \$50.00 per incident. Payments shall be made directly to vendors supplying said items.
- C. Official police uniforms, prescriptions, glasses and dental work shall be replaced in full through the City's normal purchasing procedures where a non-compensable incident occurs provided that such loss shall have occurred in active official police duty.

V. HOLIDAYS

1. The City hereby agrees to pay each Employee covered by this Agreement, at the individual Employee's base rate, for fourteen (14) paid holidays as designated by the City. Compensation for the holiday benefit shall be made in equal installments and paid along with base rate compensation and shall be included for all calculation purposes.

2. If an Officer is required to work on a day designated as a holiday, he shall be paid at the rate of time and one-half the base rate of pay for all hours worked in addition to the straight time pay for the listed holidays.

3. As presently designated by ordinance adopted by the South Amboy City Council at its sole discretion, the legal holidays of the City of South Amboy are:

New Year's Day, January 1	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day - November 11
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day - July 4	Christmas Day - December 25

4. Nothing contained in this section shall be deemed to restrict the right of the City to change, modify, or otherwise designate holidays.

5. Employees assigned to work and who do work on the listed holidays shall be paid at the rate of double time and one-half (2.5) the base hourly rate for such hours.

6. For holiday computation purposes the actual holiday, and not the date designated for City celebration, will be utilized for the following days: Christmas Day, Fourth of July, New Year's Day and Veteran's Day.

VI. SALARIES AND SENIOR OFFICER DIFFERENTIAL

1. Salaries for Employees covered by this Agreement shall be as set forth on *Appendix A* annexed.

2. Any Employee who is required to work a shift other than the day shift will be paid a shift differential of twenty-five cents (\$.25) per hour worked on the second shift and fifty cents (\$.50) per hour worked on the third shift. The shift differential shall not be used in the calculation of longevity payments nor shall payment be reported for pension purposes unless required by the State of New Jersey.

3. The Employer shall have the right to modify the paycheck procedure so as to issue checks on the 15th and 30th of each month, except February, when the second paychecks shall be issued on the last day of the month.

4. All bargaining unit members with twenty-four (24) years or more of creditable pension service shall be paid a Senior Officer Differential which shall be paid along with base pay and be used for all calculation purposes . The amount of the Senior Officer Differential shall be Two Thousand Dollars per year (\$2,000.00/yr.).

VII. TERMINAL LEAVE PAYMENT

1. In recognition of accumulated sick leave based upon records of the Police Department and in accordance with law adopted by ordinance of City council in previous years specifying sick leave based upon fifteen (15) days sick leave per year, members of the Association shall be entitled to a lump sum terminal leave payment upon retirement effective after January 1, 1985 based upon:

A. One (1) day of current base salary (annual salary plus longevity) for each two (2) days of unused accumulated sick leave.

B. Five Hundred Dollars (\$500.00) per full year of service after the completion of Twenty Five (25) years of service with the South Amboy Police Department.

2. The maximum lump sum payment for terminal leave specified in paragraph 1 of this Article shall be Twenty Thousand (\$20,000.00) Dollars, which sum is exclusive of other benefits or compensation to which the retiring Employee may be entitled.

3. Each retiring Employee shall be provided with the individual option to receive the terminal leave benefit as defined above in up to three payments over a period of up to three years.

VIII. LONGEVITY

1. The City agrees to pay Employees covered under this Agreement longevity increments as set forth below as compensation in addition to their regular salaries:

LONGEVITY SCHEDULE

<u>AMOUNT</u>	<u>LENGTH OF SERVICE</u>
2%	At five (5) years of service
4%	At ten (10) years of service
5%	At eleven (11) years of service
7%	At fifteen (15) years of service
9%	At twenty (20) years of service
10%	At twenty-one (21) years of service
12%	At twenty-four (24) years of service

For the purpose of fixing an individual's tenure, his date of appointment shall be deemed to be the anniversary date for determining the length of service for longevity pay provided that if an individual's anniversary date falls in the middle of the pay period the effective date for pay purposes will be adjusted to the closest beginning date of a pay period. The maximum gain or loss of days will be seven (7) days.

IX. VACATION

1. Employees covered by this Agreement shall be entitled to annual vacation leave in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Six months to one year	One (1) week
One year to five years	Two (2) weeks
Five years to ten years	Three (3) weeks
Ten years to fifteen years	Four (4) weeks
Fifteen years to twenty years	Five (5) weeks
Twenty years or longer	Six (6) weeks

For the purpose of fixing an individual's tenure, his date of appointment shall be deemed to be the anniversary date for determining the length of service for vacation leave provided that if an individual's anniversary date falls in the middle of the pay period the effective date, for pay purposes, will be adjusted to the closest beginning date of a pay period. The maximum gain or loss will be seven (7) days. A "week" refers to five (5) work days.

2. Vacation may be utilized in individual day units rather than in blocks of a week provided that prior approval of the department is requested and received.

X. WORK SCHEDULE AND OVERTIME

1. All police officers covered by this Agreement shall receive overtime pay for all time worked over an average forty (40) hours per week at a rate of one and one-half (1½) times their hourly rate. Where an Employee individually elects to receive compensatory time (time and one-half (1½) for overtime worked then said time shall be put in a compensatory time (CTO) bank. CTO banked time would thereafter be subject to use in the Employee's sole discretion subject only to prior Departmental approval.
2. Minimum call in provisions shall be as follows:
 - a. When an Officer is held over or called in prior to his shift, he shall be compensated for those hours at time and one-half (1½) his hourly rate of pay for each hour so worked.
 - b. When an Officer is called to work during a period not contiguous with his shift, the City of South Amboy shall pay said Officer for a minimum of four (4) hours of work at time and one-half (1½) the hourly rate, provided that Officer remains on duty for the four (4) hour period. Should the Officer leave active duty voluntarily, he shall be compensated only for the hours worked. It shall be the responsibility of the Superior Officers to have assignments available for the full period worked.
3. The current work schedule, 5 on, 3 off, 5 on, 3 off and 5 on, 4 off, shall continue for all members covered under this agreement. The 5 day sequence shall be all of the same shifts (i.e. all days, all afternoons, or all midnights) except in emergencies as may be declared by the Governor of New Jersey - And then, any change shall be preceded by prompt negotiations with the PBA and SOA. The remedy for violations shall be compensation at an overtime rate.

XI. COMPENSATION FOR TEMPORARY ASSIGNMENTS

As compensation for temporary assignments Sergeants and Lieutenants will receive an annual stipend of Seven Hundred Fifty Dollars (\$750.00) each rolled into their base salary payments.

XII. COURT TIME

1. Employees covered by this Agreement shall be paid straight time for hours worked while in attendance of required court duties.

2. Employees covered by this Agreement shall be paid time and one half for hours worked, while off duty, in attendance of required court duties, hours so worked shall be reported in accordance with department policy and included, when so reported, with normal distribution of salary and wages.

3. It is hereby agreed that Employees covered by this Agreement shall wear their normal police uniform when appearing in South Amboy Municipal Court.

XIII. PERSONAL DAYS

1. Each Employee shall be granted three (3) personal days annually. Prior notice and approval shall be required according to regulations promulgated by the City, however, in no case shall more than seven (7) calendar days notice be required. Personal days shall not be consecutively utilized in connection with any vacation or sick leave granted hereinunder, unused personal days shall not accumulate and will be forfeited as of the last day of every calendar year. One (1) personal day shall be charged for each day or part of the day utilized. In the event that more than three (3) personal days are utilized in one (1) calendar year the Employee hereby agrees to be docked for said additional time at the sole discretion of the City. Except in extreme emergencies no personal days shall be permitted in periods of time when the City has insufficient manpower to permit that granting of said request for personal days. In the event that a personal day is required during the month of December and the effected Employee has no personal day remaining, the Employee may be granted said personal day with said personal day to be charged to the next succeeding year's allotment.

XIV. GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement the following procedures shall be used. This grievance procedure shall provide coverage for minor disciplinary matters (5 days or less of fine or suspension or equivalent thereof) and said minor disciplinary matters shall be included and subject to the binding arbitration provisions of this Agreement.

The procedure for settlement of grievances shall be as follows:

A. STEP ONE

In the event that any Employee covered by this Agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the City Administrator or the representative in charge of the Department in the event of the Administrator's absence. A response to the grievance shall be due in fifteen (15) calendar days.

B. STEP TWO

If the Association wishes to appeal the decision of the City Administrator (or the representative in charge if the Administrator is absent), it shall be presented in writing to the Employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

C. STEP THREE

(1) If no satisfactory resolution of the grievance is reached at STEP TWO then within five (5) working days the grievance shall be

referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Employer's governing body or its representative on the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without representative.

(4) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

(5) The Arbitrator shall not add, subtract from or modify any of the terms of the Collective Bargaining Agreement.