

to said rank on an acting basis and be entitled to rank differential.

11. In an overtime situation, the decision of which overtime list (superior's or patrolmen's) to utilize shall be determined on an "overtime caused by" basis, exception: If a sergeant from another division is scheduled to work with a patrolman and a sergeant to meet minimum manpower requirements and either sergeant then reports off (sick day, personal day) the patrolman's overtime list is utilized.

12. A sergeant, after utilizing both the sergeant's and patrolman's overtime list cannot force a patrolman to work a sergeant's overtime.

EXAMPLES:

A. Sergeant A is on a scheduled absence; the senior patrolman on A's squad is assigned as acting sergeant. If the senior patrolman reports off duty (sick, personal day, etc.); the Superior's overtime list shall be utilized.

B. Sergeant A is on a schedule absence; the senior patrolman on A squad is assigned as acting Sergeant. The less senior patrolman on A's squad reports off duty (sick, personal day, etc.), the patrolman's overtime list shall be utilized, unless there is sufficient manpower scheduled for duty or present on duty.

C. The Sergeant and two (2) patrolmen are scheduled for duty. The Sergeant reports off duty (sick, personal day, etc.), the Superior's overtime list shall be utilized, unless there is sufficient manpower scheduled for duty or present on duty.

D. A Sergeant and three (3) patrolmen are scheduled for duty. The Sergeant and the senior patrolman reports off duty (sick, personal day, etc.), the Superior's overtime list shall be utilized, unless there is sufficient manpower scheduled for duty or present on duty.

E. A Sergeant and three (3) patrolmen are scheduled for duty. The Sergeant and a less senior patrolman report off duty (sick, personal day, etc.), the rank of the second Officer reporting off duty, thereby causing the overtime, determines which list is to be utilized, unless there is sufficient manpower scheduled for duty or present on duty.

13. If a temporary, non-scheduled absence turns into a scheduled, prolonged absence of three (3) or more days, the City reserves the right to designate the personnel assigned to the acting capacity, in which case, either a Superior Officer or a patrolman may be assigned at the City's sole discretion.

14. Overtime shall be offered to Police Officers on a rotating basis in a fixed sequence as the need occurs. If an Officer declines to work the overtime he shall be charged for the hours which are eventually worked by the Officer accepting the overtime.

EXAMPLE: Officer A is asked to work overtime and declines. Officer B is asked, agrees, and works 4.5 hours. Both Officer A and B are charged with 4.5 hours of overtime.

15. The fixed sequence shall be determined by seniority and total hours charged to each Officer. The Officer with the most department seniority and the least amount of charged overtime hours shall be offered the overtime first on the proper list to be utilized.

16. If contact is made by telephone and the Officer is not home, or there is no answer, he is not charged with the hours of overtime worked. Only if an Officer declines or works the overtime, shall he be charged with the hours of overtime worked.

17. In the event that none of the Officers agree to work the overtime offered, then, the Officer on the preceding shift with the least amount of department seniority shall be required to work all overtime refused by all other Officers or when the

overtime list has been exhausted.

18. In the event of a declared emergency, such as natural disaster or when an active, major crime is in progress, such as a bank robbery, when personnel cannot be expected to arrive from their residence or when special circumstances may require the assignment of personnel with specific expertise, these regulations may be waived. A post incident report concerning the waiver shall be filed by the squad commander to the offices of the Division Commander and Chief of Police.

19. Superior Officers shall not be assigned to work overtime opportunities created by the absence of a bargaining unit member unless no bargaining unit members are available to work such overtime.

20. While a new Police Officers in the basic training academy said new Officer shall be compensated at the straight time rate without overtime for extra training duty at the academy.

21. The parties agree to establish a Scheduling Committee to discuss work schedule issues.

XI. COMPENSATION FOR TEMPORARY ASSIGNMENTS

1. For the purpose of this Agreement, the City agrees to recognize that if any Employee is temporarily assigned to a higher job classification the Employee shall be compensated at the upgraded salary on the fifteenth (15th) aggregated working day. The Employee, after accumulating fourteen (14) days, beginning in 1984, shall not need to re-qualify for each year. New Employees hired after January 1, 1984 shall receive additional compensation at the upgraded salary on the thirty first (31st) day of aggregated working days. These Employees, after accumulating thirty (30) days, beginning in 1984, shall not need to re-qualify for each year. The department shall maintain the necessary records required of upgrade.

XII. COURT TIME

1. Employees covered by this Agreement shall be paid time and one half (1½) for hours worked while 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.

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

3. Employees required to attend court duties and police training shall be permitted to use police vehicles provided said vehicles are not in use for other purposes.

XIII. PERSONAL DAYS

1. Each Employee shall be granted three (3) personal days. 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. The scheduling of overtime in of itself shall not be sufficient reason to deny the granting of a personal day.

XIV. COLLEGE CREDITS

1. The City shall reimburse each Employee covered under this Agreement the full amount of tuition per college credit for satisfactory completion of a police related course. Police related courses are defined as those associate and bachelor's degree college level courses, such as, police science, law enforcement, criminal justice, law, psychology, etc., which will have a direct bearing on the improvement of a Police Officer's ability to perform his police functions. Elective courses in non-related subjects shall not be eligible for reimbursement. In the event of a question regarding the eligibility of a course, a determination can be sought. Prior approval must be solicited and obtained prior to registration for said courses. At the sole discretion of the City, the City may deny approval due to manpower, budget, shift coverage, etc., at which time no reimbursement shall be made.

2. The Employer agrees that all College Credit monies shall be paid on or before the first day of May of each calendar year to Employees entitled to same.

XV. MEDICAL EXAMINATIONS

1. The City hereby agrees to provide an annual medical examination to each Employee covered by this Agreement. Such examination shall be conducted by a physician licensed to practice in the State of New Jersey or in a hospital accredited by and or licensed to operate in the State of New Jersey. The results of said examination shall be made available to the Employee and City in conformance with the HIPPA laws. Said medical examination shall include expanded blood analysis equivalent to SMA-26 testing offered by the South Amboy Memorial Preventive Care Center. The results of the blood analysis are to be retained by the physician as protected by the Doctor-Patient Privilege.

2. The City will assume the cost of the annual medical examinations, but the costs will first be submitted to a current Employer's medical insurance carrier with the City paying the applicable co-payment. Retirees would not be covered.

XVI. NON-ECONOMIC ISSUES

1. This Agreement represents the complete and final understandings on all bargaining issues between the City and the PBA except as may be provided herein. Either the City or the PBA may notice the other party to this Agreement prior to one hundred fifty (150) days before the budget submission date of the City (August 19) of the intent to re-open negotiations on non-economic items) or issue(s) only. Such notice shall be in writing and served upon the City Business Administrator as agent for the City or the president as agent for the PBA.

2. The effective date of any item reopened pursuant to this section shall be January 1 of the year next after the date of settlement of the item(s) or issue(s) unless the parties agree otherwise.

XVII. STRIKES AND OTHER JOB ACTION

1. The City and the PBA recognize and acknowledge existing law and court decisions in the State of New Jersey relating to the rights of public employees to strike or to take other concerted action designed to illegally obstruct or disable the proper functions of the City of South Amboy, and Employees agree to be bound by all such laws as they now exist or as they may be modified or amended from time to time. It is further stipulated that in the event of a strike or other concerted action directed to obstruct or disable proper functions of the City, the City shall have the option at its sole discretion to seek, including, but not limited to: obtaining an injunction against such action under applicable laws, initiating suit to enforce the provisions of this Agreement or to recover damages and additional costs incurred from the PBA or the Employees.

XVIII. REPRESENTATION FEE

SECTION A - PURPOSE OF FEE: If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said Employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the Association as majority representative.

SECTION B - AMOUNT OF FEE:

1. Notification

Prior to the beginning of each membership year, the Association will notify the Finance Director in writing of the amount of regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that total amount or that maximum percentage allowed by law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased or decreased to the maximum allowed, said increase to become effective as of

the beginning of the Association membership year immediately following the effective date of the change.

SECTION C - DEDUCTION AND TRANSMISSION OF FEE:

1. Notification

Once during each membership year covered in whole or in part by the Agreement, the Association will submit to the Finance Director a list of those Employees who have not become members of the PBA for then current membership year. The City will deduct from the salaries of such Employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee on the aforementioned non-member 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 aforementioned non-member list by the Finance Director, or

(b) Thirty (30) days after the Employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a non-bargaining unit position, unless the Employee previously served in a non-bargaining unit position and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said Employee after the resumption of the Employee's employment in a bargaining unit position.

3. Termination of Employment

An Employee who is terminated for any reason shall only pay that portion of the annual fees of the Association due in equal installments to the date of termination.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The City will provide a list with each transmission of fees listing current members and those paying the representation fee.

5. Changes:

The Association will notify the Finance Director in writing of any changes in the list of non-members provided for in paragraph 1 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 Finance Director received said notification.

6. New Employees

The PBA will be informed of the employment of each individual eligible for membership in the Association.

XIX. GENERAL PROVISIONS

1. The provisions of this Agreement shall be subject to and shall not annul or modify applicable provisions of federal, state and local laws and ordinances or any properly enacted amendments, additions, or deletions thereto, except as specifically permitted thereby. If any provisions of the Agreement shall be judged invalid, either by court decree or by decision of an administrative tribunal, such adjudications shall not affect the validity of the remaining provisions which shall be deemed severable therefrom.

2. The term of this Agreement shall be from January 1, 2021 through December 31, 2025.

XX. 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.

XXI. P.B.A. BUSINESS.

1. The City hereby agrees to grant the necessary time off without loss of pay to the member of the P.B.A. who is selected as P.B.A. delegate in order to attend the monthly meetings of the State P.B.A. as may be subject to availability of manpower and advance approval of the Chief of Police provided that said time off does not exceed one (1) calendar day per month.
2. The PBA shall be provided with two (2) working days per month for utilization on PBA business. The control person to approve any request for said business shall be the PBA President.
3. The parties agree that full compliance shall be made with N.J.S.A. 40A:14-177.

XXII. DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The Interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association

representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative.

7. In cases other than departmental investigations, if an Officer is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.
8. Nothing herein shall be construed to deprive the Department or its Officers of the ability to conduct the routine and daily operations of the Department.
9. No Employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist: (1) Where the Employer has probable cause to suspect that there is a job-related individualized impact with respect to the specific Employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Police Department.
10. Under no circumstances shall the Employer offer or direct the taking of a polygraph or voice print examination for any Employee covered by this Agreement.

XXIII. TERM AND RENEWAL

This Agreement shall have a term from January 1, 2021 through December 31, 2025. If the parties have not executed a successor agreement by December 31, 2025, then this Agreement shall continue in full force and effect until a successor agreement is executed.

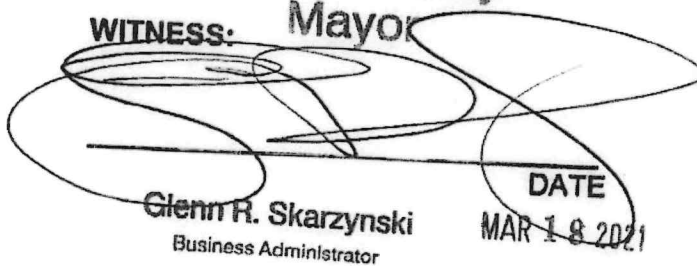
Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

FOR THE CITY OF SOUTH AMBOY:



Fred A. Henry
Mayor

WITNESS:


Glenn R. Skarzynski
Business Administrator

DATE

MAR 18 2021

FOR THE SOUTH AMBOY PBA
LOCAL NO. 63:



WITNESS:


DATE

M 9 2021

APPENDIX

SALARIES

	Effective 01/01/2021	Effective 01/01/2022	Effective 01/01/2023	Effective 01/01/2024	Effective 01/01/2025
ACADEMY RATE (1 ST Six Months)	\$47,769	\$48,843	\$50,065	\$51,441	\$52,985
BALANCE OF FIRST YEAR (2 ND Six Months)	\$55,039	\$56,278	\$57,685	\$59,271	\$61,049
DURING 2 ND YEAR	\$63,075	\$64,494	\$66,106	\$67,924	\$69,962
DURING 3 RD YEAR	\$71,111	\$72,711	\$74,529	\$76,579	\$78,876
DURING 4 TH YEAR	\$79,145	\$80,926	\$82,949	\$85,230	\$87,787
DURING 5 TH YEAR	\$87,180	\$89,142	\$91,371	\$93,883	\$96,700
DURING 6 TH YEAR	\$95,213	\$97,355	\$99,789	\$102,533	\$105,609
DURING 7 TH YEAR	\$103,250	\$105,573	\$108,212	\$111,188	\$114,523
MAXIMUM (Upon Completion of 84 Months)	\$112,363	\$114,489	\$117,764	\$121,002	\$124,632
DETECTIVES	\$115,697	\$118,300	\$121,257	\$124,592	\$128,330

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MUNICIPAL EMPLOYEES UNION OF SOUTH AMBOY

AND

THE CITY OF SOUTH AMBOY

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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