

BETWEEN

THIS BOOK DOES NOT CIRCULATE

THE CITY OF NEW BRUNSWICK

and the

PATROLMAN'S BENEVOLENT ASSOCIATION LOCAL NO. 23

| | |
|---------------|--------------------------|
| ARTICLE I | PURPOSE |
| ARTICLE II | RECOGNITION |
| ARTICLE III | DURATION OF AGREEMENT |
| ARTICLE IV | DISCRIMINATION |
| ARTICLE V | MANAGEMENT RIGHTS |
| ARTICLE VI | SICK LEAVE & DEATH LEAVE |
| ARTICLE VII | PERSONAL DAYS |
| ARTICLE VIII | OVERTIME |
| ARTICLE IX | STANDBY TIME |
| ARTICLE X | COURT TIME |
| ARTICLE XI | UNIFORM ALLOWANCE |
| ARTICLE XII | HOSPITALIZATION |
| ARTICLE XIII | PENSIONS |
| ARTICLE XIV | SAVINGS CLAUSE |
| ARTICLE XV | VACATIONS |
| ARTICLE XVI | LONGEVITY |
| ARTICLE XVII | HOLIDAYS |
| ARTICLE XVIII | LEAVE WITHOUT PAY |
| ARTICLE XIX | WAGES |
| ARTICLE XX | DISCIPLINARY HEARINGS |
| ARTICLE XXI | STANDARDS AND BENEFITS |
| ARTICLE XXII | GENERAL PROVISIONS |

LIBRARY
Institute of Management and
Labor Relations

MAY 20 1976

RUTGERS UNIVERSITY

AGREEMENT, dated day of
1973 by and between the City of New Brunswick,
Middlesex County, New Jersey, hereinafter referred
to as the "City", and the Patrolman's Benevolent
Association Local No. 23, hereinafter referred to
as the "Employee".

ARTICLE I

Purpose

It is the purpose of this agreement to promote
and insure harmonious relations, cooperation and under-
standing between the City of New Brunswick and the Patrol-
man's Benevolent Association Local No. 23 and to insure
sincere bargaining, establish proper standards of salary,
working conditions, hours and other conditions of employ-
ment; to present the rights and duties of the City and
Employee; to provide for the resolving of legitimate
grievances all in order that proper service shall be
expedited and established in the best interest of the
people of the City of New Brunswick and it's employees.
The continuous efficiency and excellence of the Police
Department shall be considered foremost at all times by
both parties of this agreement.

ARTICLE II

Recognition

The City recognizes the Patrolman's Benevolent Association Local No. 23 as the exclusive collective bargaining representative for the New Brunswick Policeman, it being agreed that this bargaining unit includes all members of The Patrolman's Benevolent Association Local No. 23. This article does not apply to the Chief of Police.

ARTICLE III

Duration of Agreement

The City and the Employees agree that the duration of this Agreement will be for a period of two (2) years starting January 1, 1973 and ending December 31, 1974.

ARTICLE IV

Discrimination

The City and the Employees both recognize that there shall be no discrimination by reason of sex, creed, race, origin as far as employment is concerned or as far as any application for employment or job or as a condition for employment. The City further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Patrolman's Benevolent Association Local No. 23 nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representations of the City in the appropriate bargaining unit.

ARTICLE V

Management Rights

It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees, schedule work; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reasons; maintain the efficiency of its operation; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its missions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The City's decisions on those matters are not within the scope of collective bargaining, but notwithstanding the above questions concerning the practical impact that decisions on these matters have on employees, such as questions of workload or manning are within the scope of collective bargaining. However, no employee shall be disciplined or discharged without just cause.

ARTICLE VI

Sick Leave & Death Leave

Sick Leave

The City will provide by ordinance the granting of Leave of Absences with pay not exceeding one year to officers and uniformed members of the New Brunswick Police Department who shall be injured, ill, or disabled for any cause provided that an examining physician retained by the City of New Brunswick shall certify to such injury, illness or disability. If for any reason the examining physician retained by the City cannot immediately arrange an examination of the officer or member to determine the extent of the injury, illness or disability for the purpose of certifying their condition to the City, then the City shall honor the illness, injury or disabled claim of such officer or member by paying sick leave until such time as the examination certification is obtained. Both the City and the officer or member of the Police Department shall cooperate in doing whatever is reasonable and practical to accomplish a speedy examination and certification and to assure fairness and honesty in the application of this article.

Death Leave

Any employee suffering bereavement by reason

of death in his family as defined in Chapter 5 of the General Ordinances of the City of New Brunswick, shall receive up to three (3) working days off with pay for the purpose of attending the funeral or arranging for his personal affairs. In special situations where the request is reasonable, such time may be extended up to seven (7) days. In construing this Article, the City will give due consideration to the circumstances of an employee who has a death in the family out of state.

ARTICLE VII

Personal Days

Each police officer covered by this agreement will be given two (2) personal days annually to be taken at times mutually agreeable to the individual officer and his commanding officer. In order to facilitate scheduling, each police officer, wherever practicable, should submit his request in writing to his commanding officer at least one week in advance of the personal day sought to be taken off.

ARTICLE VIII

Overtime

In the event that an employee is assigned any overtime work by the City or a superior officer within the Police Department, that employee shall be entitled to receive his regular hourly wage for hours worked overtime. Overtime shall be defined as any hours worked by an employee over, beyond and above his regular tour of duty.

ARTICLE IX

Standby Time

Any employee required to "standby" shall be called in to the police station and be paid as if that time was part of his regular tour of duty. The employee shall present himself at the police station in uniform ready for active duty. However, no employee shall be required to "standby" at home or at any other place other than the police station. For the purposes of this article, an employee shall be entitled to a minimum of two (2) hours standby time in the event the employee works less than two (2) hours. With regard to standby time, the employees are required to leave a telephone number where he may be reached at all times.

ARTICLE X

Court Time

In the event that any employee must appear in any Court as a result of a case that that employee is involved in, the employee shall be paid at the same rate as his regular tour of duty. This Article is applicable when the employee is called or subpoenaed to Court during his time off from the regular tour of duty. For the purposes of this article, no employee shall be entitled to be paid for more than six (6) hours per day.

ARTICLE XI

Uniform Allowance

The City agrees to provide the amount of \$150.00 in 1973 and \$200.00 in 1974 for uniform allowance to all employees. The uniform allowance shall be paid to the employee by the City during the first pay period in each December.

ARTICLE XII

Hospitalization

The City shall provide to all full time employees hospitalization and sickness insurance. In the event that the City shall cancel or be cancelled by the hospitalization and sickness plan that was in effect prior to the writing of this contract, it shall be the obligation of the City to provide the same coverage and benefits to the employees with another carrier. In addition, the City will provide a major medical benefit program for all employees and will pay the cost for each employee and his immediate family.

ARTICLE XIII

Pensions

The City will provide pension and retirement benefits and contribute as heretofore to all employees coverage by this contract under the Police and Fireman's Retirement System pursuant to provisions of the statute and laws of the State of New Jersey.

ARTICLE XIV

Savings Clause

In the event that any provision of this agreement shall be finally determined to be in violation of applicable Civil Service Law or Regulation, such terms shall not impair the validity and enforceability of the remaining provisions of this agreement. This entire agreement, however, shall be subject to the approval by any bureau or bureaus of the Internal Revenue Service with specific reference to the Federal Wage and Price Freeze now in effect. This contract will be submitted to the Internal Revenue Service by the City.

ARTICLE XV

Vacations

All employees shall be entitled to annual vacations as per the following schedule:

- A. Upon the completion of one year of service - one week.
- B. Upon the completion of two years of service - two weeks.
- C. Upon the completion of three years of service - four weeks.
- D. Upon the completion of twenty years of service - five weeks.

ARTICLE XVI

Longevity

In addition to base pay the City agrees to pay, as a fringe benefit, and in addition to the regular salary a longevity increment as per the following schedule:

- A. Upon completion of five (5) years - $1\frac{1}{4}\%$ of annual base pay.
- B. Upon completion of ten (10) years - $2\frac{1}{2}\%$ of annual base pay.
- C. Upon completion of fifteen (15) years - $3\frac{3}{4}\%$ of annual base pay.
- D. Upon completion of twenty (20) years - 5% of annual base pay.
- E. Upon completion of twenty-five (25) years - $6\frac{1}{4}\%$ of annual base pay.
- F. Upon completion of thirty (30) years - $7\frac{1}{2}\%$ of annual base pay.

ARTICLE XVII

Holidays

The City agrees to pay the employee, in addition to the regular salary and as additional compensation, five (5) holidays during the calendar year 1973. Such compensation is to be equal to 40 hours pay at the officers individual hourly rate. During calendar year 1974, the City agrees to pay the employee, in addition to the regular salary and as additional compensation, nine (9) holidays. Such compensation is to be equal to 72 hours pay at the officers individual hourly rate. This payment is to be made on the first payday in December. See schedule below for employees hired during the year:

| | <u>1973</u> | <u>1974</u> |
|-----------|-------------|-------------|
| January | 4.0 hours | 7.2 hours |
| February | 4.0 hours | 7.2 hours |
| March | 4.0 hours | 7.2 hours |
| April | 4.0 hours | 7.2 hours |
| May | 4.0 hours | 7.2 hours |
| June | 4.0 hours | 7.2 hours |
| July | 4.0 hours | 7.2 hours |
| August | 4.0 hours | 7.2 hours |
| September | 4.0 hours | 7.2 hours |
| October | 4.0 hours | 7.2 hours |
| November | none | none |
| December | none | none |

ARTICLE XVIII

Leave Without Pay

The City, upon the request of an employee and after reasonable written notice, may grant a six (6) month leave of absence without pay to the said employee. Said leave may only be granted by the City when the Mayor and Council receive a written request signed by the employee and endorsed by the Director of Police. The Mayor and Council may extend such leave for an additional six (6) months. If, however, the said employee overstays such leave, his employment with the City shall be deemed to have terminated. Seniority of the employee shall continue to accumulate during such leave. All provisions of this Article are subject to the appropriate Civil Service Laws.

ARTICLE XIX

Wages

The current rate of compensation shall be paid by the City to the employee in accord with the following schedule:

| <u>RANK</u> | <u>LENGTH OF SERVICE</u> | <u>1/1/73- 12/31/73 SALARY</u> | <u>1/1/74- 6/30/74 SALARY</u> | <u>7/1/74- 12/31/74 SALARY</u> |
|-------------|--------------------------|--|---------------------------------------|--|
| Patrolman | 0-1 Year | \$ 9,000. | \$ 9,000. | \$ 9,000. |
| Patrolman | 1-2 Years | 10,150. | 10,500. | 10,850. |
| Patrolman | 2-3 Years | 10,800. | 11,150. | 11,500. |
| Patrolman | 3-4 Years | 11,800. | 12,150. | 12,500. |

Between the rank of Patrolman to Sergeant, Lieutenant, Captain and Assistant Chief, there shall be a pay differential of 6% from level to level in accord with the following schedule:

| <u>RANK</u> | <u>1/1/73- 12/31/73 SALARY</u> | <u>1/1/74- 6/30/74 SALARY</u> | <u>7/1/74- 12/31/74 SALARY</u> |
|--------------|--|---------------------------------------|--|
| Sergeant | \$12,508. | \$12,879. | \$13,250. |
| Lieutenant | 13,258. | 13,652. | 14,045. |
| Captain | 14,053. | 14,471. | 14,888. |
| Deputy Chief | 14,896. | 15,339. | 15,781. |

With regard to this Article, all the employees shall be entitled to retroactive pay based on the aforesaid pay scale.

ARTICLE XX

Disciplinary Hearings

Disciplinary hearings shall be governed under the provisions of N.J.S. 4A:14-147-149. Appeals of such decisions shall be governed by Civil Service Rules and Regulations.

ARTICLE XXI

Standards and Benefits

The City hereby agrees that all benefits and conditions of employment including but not limited to holidays, clothing allowance and general working conditions presently in effect for the employees covered hereunder be maintained and the conditions of employment shall be improved wherever specific provisions for improvement are made in this agreement.

ARTICLE XXII

General Provisions

A. Both the City and the employees acknowledge that this Agreement is a fair agreement and both parties agree that no modification or waiver of any of the terms of this agreement shall be valid unless in writing, signed and acknowledged by both parties. No waiver of any breach herein or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. Further, the waiver of any breach or conditions of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions thereof.

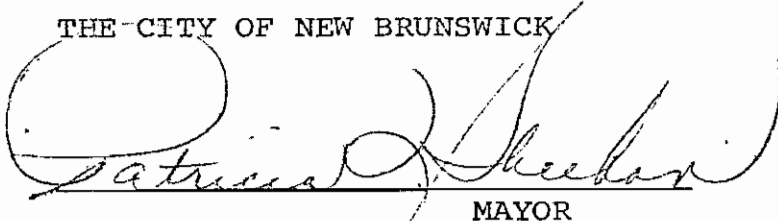
B. It is understood and agreed by and between the City and the employees that if any part of this agreement is in conflict with applicable State or Federal Laws, that such part shall be suspended and the appropriate applicable provision shall prevail, the remainder of this Agreement shall not be affected thereby.

C. Notwithstanding Paragraph B. of this Article any provision in this agreement which is in conflict with Civil Service Rules and Regulations shall remain in full force and effect, it being the intention of the parties hereto to supplement the protection afforded to Civil Service employees or Civil Service Laws.

D. Notwithstanding any prior Articles, all paragraphs of this Article or provisions of this Agreement may be changed or altered provided both parties mutually agree in writing.

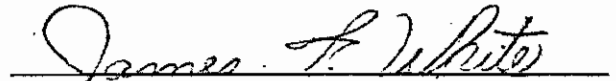
IN WITNESS WHEREOF, the Parties have hereunto
set their hands and affixed their seals, on this
day of _____, 1973.

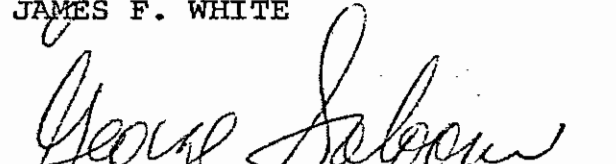
THE CITY OF NEW BRUNSWICK


MAYOR

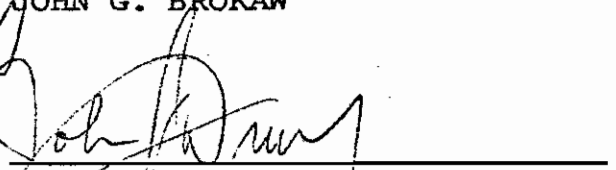
THE PATROLMAN'S BENEVOLENT
ASSOCIATION LOCAL NO. 23

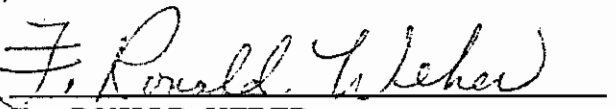
PAY RAISE COMMITTEE


JAMES F. WHITE

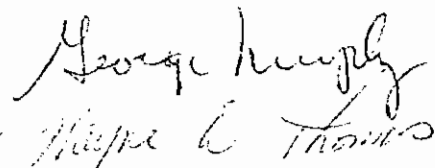

GEORGE SALOOM


JOHN G. BROKAW


JOHN P. DRURY


F. RONALD WEBER


ALPHONSO APPICELLI


George Murphy
Murray & Thomas