

5-2380

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A-981

A G R E E M E N T

1/1/77-12/31/77

AGREEMENT, effective as of January 1, 1977, made this
8th day of April, 1977, between CITY OF PERTH AMBOY, a municipal
corporation of the State of New Jersey, hereinafter referred to as "City",
and PERTH AMBOY POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #13, an
affiliate of the New Jersey State Policemen's Benevolent Association,
Inc., hereinafter referred to as "P.B.A."

PURPOSE

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

ARTICLE ONE

RECOGNITION OF P. B. A.

1. City recognizes P.B.A. as the sole and exclusive
bargaining agency for the purpose of bargaining in respect to salaries,
hours of employment, and all other conditions pertaining to employment of
all of the members of the Perth Amboy Police Department.

ARTICLE TWO

SALARIES

1. The salaries for the positions of Patrolman, Sergeant,
Lieutenant, Captain, Deputy Chief and Chief shall be established as
follows:

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<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Police Chief*	19,890.	20,450.	20,950.	21,494.
Deputy Police Chief*	16,750.	17,600.	18,450.	19,863.
Police Captain	16,050.	16,650.	17,250.	17,782.
Police Lieutenant	15,390.	15,950.	16,450.	16,993.
Police Officer	13,855.	14,300.	14,850.	15,355.
Police Officer Assigned Detective	13,855.	14,300.	14,850.	15,355.
Police Officer Bi-Lingual	13,855.	14,300.	14,850.	15,355.
Police Officer Bi-Lingual Assigned Detective	13,855.	14,300.	14,850.	15,355.
Police Sergeant	14,540.	15,100.	15,600.	16,136.

2. Patrolman will receive maximum salary after three (3) years of service.

3. It is agreed that in the event there shall be enacted any State legislation, raising Patrolman's maximum salary prior to the effective dates hereinbefore set forth, and/or also to provide the necessary State money to accomplish said increase of maximum Patrolman's salaries, then the aforementioned salary schedule shall be re-negotiated and amended accordingly, both as to amount and effective dates.

ARTICLE THREE

WORK SCHEDULES (OVERTIME AND COMPENSATED TIME)

1. Forty (40) hours of work shall constitute a workweek, which shall include time spent in all courts, which shall include municipal, county, state and federal courts as well as time spent in appearances before grand juries.

2. Except for personnel working in a supervisory capacity, the hours of work in the Detective Division shall be 9:00 A.M. to 5:00 P.M.

3. Any overtime after forty (40) hours per week, approved by the Director or the person authorized to act for the Director, at the option of the member, shall be paid at the rate of time and one-half over his regular rate or compensatory time off.

4. At the discretion of the Director and whenever manpower is available, the shifts from 4:00 P.M. to 8:00 A.M. shall be manned by two-men patrols.

5. Whenever any member is called into work at time other than his regular shift, he shall be paid a minimum of four (4) hours work whether or not he works that length of time.

ARTICLE FOUR

SICK LEAVE

1. Sick leave shall be established as follows:

a. One (1) day for each month of completed services during the first year of service.

b. Fifteen (15) days for each year of service, after the first year of service, which days shall be cumulative.

c. After thirty (30) days of sick leave have been accumulated by the last day of the preceeding year, City will pay during the following year one (1) day's pay for each five (5) sick days accumulated and not used, however, no payment shall be made in excess of three (3) days' pay. Sick days shall continue to accumulate regardless of payment as hereinabove provided.

d. Upon the recommendation of the Director and approval of the City Business Administrator, members may draw an advance on sick days of up to an additional fifteen (15) days of any calendar year, which days shall be deducted the following year, provided said member has exhausted his accumulated sick leave and vacation time.

e. Any member may use vacation days, if needed, for sick days.

f. Any member injured on duty shall be entitled to up to ninety (90) days sick leave at full pay and when the ninety (90) days expires, said member will be entitled to Workmen's Compensation Benefits. However, all other benefits, including pension benefits, etc., will continue to be paid. The aforementioned ninety (90) day period may be extended upon approval of such extension by the Mayor and Council.

g. If member's sick leave exceeds days accumulated, said member shall be uncompensated leave due to illness and all other benefits shall continue to be paid by the City.

h. If, at retirement, any member has over sixty (60) days accumulated sick leave, he shall be paid one (1) day's pay for each five (5) days accumulated.

ARTICLE FIVE

LONGEVITY

1. The City agrees to pay as a fringe benefit, longevity at the rate of 1 3/4 for each five (5) years of service (No maximum).

ARTICLE SIX

VACATION TIME AND HOLIDAYS

1. Vacation time shall be established according to the following schedule:

<u>Length of Employment</u>	<u>Period of Vacation</u>
0 - 1 year	1 working day for each month
1 - 9 years	16 working days
10 - 16 years	19 working days
17 - 20 years	21 working days
21 and over	26 working days

2. All members shall receive thirteen (13) paid holidays during each calendar year and shall be paid for said holidays in a lump sum amount, the first pay week in December of each year.

3. Any member retiring shall be entitled to full vacation benefits if retiring after June 1st. of any year, and prorated benefits if retiring prior to June 1st.

4. Vacation periods may be split at the request of the member with the approval of the Uniform Captain and Director.

5. In addition to schedule of vacation days, each employee shall receive one (1) floating vacation day to be utilized anytime during the calendar year of contract. Approval for use of this day must be given by the Police Chief.

ARTICLE SEVEN

HEALTH AND WELFARE

1. City agrees to assume full cost of family hospitalization and major medical coverage similiar to the existing coverage or equivalent coverage now offered to member.

2. City agrees to assume the full cost of group life insurance similar to the existing coverage or equivalent coverage now offered to members.

3. The City is in the process of studying and attempting to improve hospitalization and major medical coverage benefits presently existing, especially in the area of pregnancy and maximum coverage and in the event it approves these benefits for other employees of the City, it will also include members covered by this contract.

ARTICLE EIGHT

UNIFORM ALLOWANCE AND MISCELLANEOUS BENEFITS

1. Effective January 1, 1977, the City agrees to provide the amount of Four Hundred Twenty Five (\$425.00) Dollars annually payable the first pay week in May, for uniform allowance for all members.

2. Any member required to appear in county, state, federal court or agencies on police business shall be allowed a gasoline allowance of five (5) gallons and lunch money per day for such appearance. Such allowance shall be approved by the Director.

3. The City will provide counsel to represent any member who is sued or has criminal charges presented against him out of acts arising in performance of his duties, provided that such suit or charges are not initiated by the City. The counsel provided shall be the Corporation Counsel or its City Attorney, whichever is requested by the member.

4. The City agrees to grant the necessary time off with pay and without discrimination to the President, one (1) Delegate and one (1) alternated Delegate designated by the P.B.A. to attend local and state seminars or to serve in any capacity or other official P.B.A. business, provided at least twenty-four (24) hours' written notice is given to the Chief or his designee by the P.B.A. and such request does not interfere with the proper operations of the Police Department.

ARTICLE NINE

GRIEVANCE PROCEDURE

1. Grievances or disputes which may arise, including the interpretation of this agreement, shall be settled in the following manner:

Step a.) The P.B.A. Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary.

Step b.) If a grievance does exist, they shall with or without the physical presence of the aggrieved member, present the grievance to the Chief of the Police Department for adjustment.

Step c.) If, within ten (10) business days, the grievance has not been settled, it shall then be submitted to the Business Administrator for adjustment.

Step.d.) If within ten (10) business days, the grievance has not been settled, it then shall be submitted to the Public Employees Relation Commission to provide arbitration services. The authority of the arbitrator shall be limited to the interpretation and application of this agreement. He shall have no right to add to, delete from or modify this agreement. When the arbitration opinion has been made, it shall be presented to the City and the P.B.A. It is understood and agreed that when, as, and if the City should decide not to implement the

Arbitration opinion, then the two (2) parties shall re-open negotiations on the issue of binding arbitration only. The cost of the services of the arbitrator shall be shared equally. Either party to this agreement desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

ARTICLE TEN

WAIVER

1. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions hereof.

ARTICLE ELEVEN

REOPENING OF AGREEMENT

1. The City and P.B.A. agree they will open formal contract negotiations no later than September 1, 1977 for the purpose of bargaining salaries and fringe benefits for the period covering but not limited to, 1978.

ARTICLE TWELVE

SEVERABILITY

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

ARTICLE THIRTEEN

PROMOTIONS

1. The City agrees to establish a promotion list and post same and to make appointments thereto within thirty (30) days.

ARTICLE FOURTEEN

SAFETY

1. The parties hereto agree to establish a Safety Committee in order to encourage safe procedures in the Department.

2. The employer hereto further agrees to establish working conditions that protects the health and safety of the employees.

ARTICLE FIFTEEN

TIME OFF - DEATH IN FAMILY

1. Death in immediate family from date of death to and including day of funeral.

2. Non-immediate family - One (1) work day leave.

a. Immediate Family includes:

Wife, husband, child, step child, mother, father, brother, sister, stepmother, stepfather, legal guardian, mother-in-law, father-in-law, grandchild, grandfather, grandmother, son-in-law, and daughter-in-law.

b. Non-immediate family includes:

Aunt, Uncle, niece, nephew, sister-in-law, and brother-in-law.

ARTICLE SIXTEEN

TERM OF AGREEMENT

1. This Agreement shall become effective when signed by both parties and shall continue in full force and effect until 11:50 P.M., December 31, 1977.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 8th day of April, 1977.

ATTEST:

Harold Augustine
HAROLD E. AUGUSTINE
City Clerk

CITY OF PERTH AMBOY

BY: George J. Otlowski

GEORGE J. OTLOWSKI
Mayor

ATTEST:

PERTH AMBOY POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL #13

BY: Charles Mascini

President