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A G R E E M E N T

between

THE BOROUGH OF JAMESBURG

and

THE JAMESBURG POLICE DEPARTMENT
P.B.A., LOCAL #166

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the BOROUGH OF JAMESBURG, hereinafter known and designated as the "Employer" and Local No. 166, the JAMESBURG POLICE DEPARTMENT, P.B.A., hereinafter known and designated as the "P.B.A." and to insure sincere bargaining, establish proper standards of salaries, working conditions, hours and other conditions of employment. 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 Borough hereby recognizes the P.B.A. as the sole and exclusive representative of all patrolmen, sergeants and lieutenant of the Police Department for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE III

UNIFORM ALLOWANCE

Each officer shall receive an annual allowance of \$250.00 for uniform allowance. Each officer shall receive an annual allowance of \$250.00 for uniform maintenance and equipment.

ARTICLE IV

LONGEVITY

The Employer agrees to pay, as a fringe benefit, the following longevity plan: Longevity figured on base pay.

additional
2%/after four years of service; thereafter 1/2% per year up to a maximum of 9%.

out time if officer is off duty.

ARTICLE VIII

NIGHT PATROL

The night patrol shall consist of two patrol vehicles with one man in each, between the hours of 9PM to 5AM. If one car shall be down, 2 men will ride in one car.

ARTICLE IX

SALARY

The Employer has agreed to the following pay scale:

For the year 1973

Probationary Ptlm.	\$9,000.00
after 1 year	\$9,500.00
after 2 years	\$10,000.00
after 3 years	\$10,500.00
after 4 years	\$11,100.00
Sgt. of Police	\$11,750.00
Lt. of Police	\$12,400.00

FOR THE YEAR 1974

5.5% increase in the salary scale mentioned in the 1973 salaries.

ARTICLE X

All provisions in this contract are retroactive to January 1, 1973, with the exception of salaries, which take effect July 1, 1973.

ARTICLE XI

GENERAL PROVISIONS

Section 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 thereof.

Section 2. This Agreement shall become effective when signed by both parties and shall remain in full force and effect until December 31, 1974.

IN WITNESS WHEREOF, the parties hereto have set their

hands and seals on this

day of July, 1973.

FOR THE EMPLOYER:
THE BOROUGH OF JAMESBURG
STATE OF NEW JERSEY

FOR THE JAMESBURG POLICE
DEPARTMENT
LOCAL NO. 166

ROBERT E. GARVEY, Mayor

LT. ROBERT REID

SGT. VICTOR KNOWLES

PTL. HENRY M. KOWALESKI

521-0011

A G R E E M E N T

between

THE BOROUGH OF JAMESBURG

and

CHIEF PETER GIACOMOZZI
JAMESBURG POLICE DEPARTMENT

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the BOROUGH OF JAMESBURG, hereinafter known and designated as the "Employer" and CHIEF PETER GIACOMOZZI, Jamesburg Police Department, and to insure sincere bargaining, establish proper standards of salaries, working conditions, hours and other conditions of employment. The continuous efficiency and excellence of the Police Department shall be considered foremost, at all times by both parties of this Agreement.

ARTICLE II

UNIFORM ALLOWANCE

The Chief of Police shall receive an annual allowance of \$250.00 for uniform allowance and he shall also receive an annual allowance of \$250.00 for uniform maintenance and equipment.

ARTICLE III

LONGEVITY

The Employer agrees to pay, as a fringe benefit, longevity plan of 10% per annum, above maximum salary, (Base Pay)

ARTICLE IV

VACATIONS

The Employer agrees to the vacation plan of 25 working days.

ARTICLE V

HOLIDAYS

The Chief of Police shall have 10 paid holidays at straight time, to be paid on December 1, of each year.

ARTICLE VI

OVERTIME

The Employer shall pay straight time for all overtime, except for municipal court time. There shall be a paid 2 hour call out time if officer is off duty.

ARTICLE VII

SALARY

The Chief of Police shall receive \$14,960.00 as salary, per annum.

ARTICLE VIII

All provisions in this contract are retroactive to January 1, 1973.

ARTICLE IX

GENERAL PROVISIONS

Section 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 thereof.

Section 2. This Agreement shall become effective when signed by both parties and shall remain in full force and

ARTICLE X
SECRETARY

The Employer shall employ a secretary at a minimum of 20 hours per week. Said secretary is to be picked by the Chief of Police, with the approval of the Mayor and Council.

effect until December 31, 1973.

IN WITNESS WHEREOF, the parties hereto have set their
hands on this day of July, 1973.

FOR THE EMPLOYER:
THE BOROUGH OF JAMESBURG
STATE OF NEW JERSEY

ROBERT E. GARVEY, Mayor

PETER GIACOMOZZI, Chief of Police

Borough of Jamesburg

INCORPORATED 1887

Municipal Building
31 Eas' Railroad Avenue
Jamesburg, New Jersey 08831

Phone:
(201) 521-2222

Institute of Management Sciences
Labor Relations

AUG 26 1981

PLUTICERS UNEMPLOYMENT AGREEMENT

ARTICLE I

RECOGNITION

Jamesburg Borough of

1. This agreement is between the Borough of Jamesburg, County of Middlesex, State of New Jersey (hereafter called the "employer") and Patrolmen's Benevolent Association, Local #166 (hereafter called the "employee organization").
2. The Employer recognizes the employee organization as the exclusive representative of all uniformed employees of the Police Department with the exclusion of the Chief of Police and Special Police.

ARTICLE II

STATEMENT OF JOINT PURPOSE

1. The parties to this Agreement affirm their understanding that the Borough of Jamesburg is an instrumentality of its citizens and that its governance is operated for the welfare of its people. It is the declared purpose of the parties hereto to maintain the quality and efficiency of the Department's service, ever mindful of the needs of the citizens of the Borough, State, and Nation. To this end, the Borough and Patrolmen's Benevolent Association join themselves together to observe in good faith the terms of this Agreement.

ARTICLE III

HOURS OF WORK AND OVERTIME

1. The scheduled workweek shall consist of forty (40) hours within a seven-day period beginning Sunday and ending Saturday night.
2. Work schedules shall be assigned by the Chief of Police and shall be made known in advance. No change can be made in the schedules without prior approval of the Chief of Police. There shall be no schedule changes due to vacation selections except by mutual consent. For purposes of this paragraph, a "schedule" shall mean the daily tour of duty assigned for a specific shift.
3. Each employee covered by this agreement is expected to be available for a reasonable amount of overtime. Efforts will be made to keep overtime assignments equal among the men in the same classification.
4. In an overtime situation, the Chief of Police or his designee will determine the number of persons required and the amount of time each person is required to perform.

Jan. 1, 1979 - Dec. 31, 1979

ARTICLE IV

SALARY GUIDE

1. Salaries for the year 1981 shall be on the following basis:

Patrolman, Probationary Period	\$11,500.00 Per Annum
Patrolman, After 4 Years' Service	18,394.11 " "
Sergeant of Police	19,169.52 " "
Lieutenant of Police	19,943.73 " "

- A) Salaries shall be paid according to the Salary Ordinance adopted by the Borough. Such salaries shall be divided into twenty-four equal sums which shall be paid on or about the 15th and the last day of each month.

- B) Each covered employee shall be entitled to a Longevity Pay on the following basis:

1. Upon completion of each year of service, the sum of \$70.00 to a maximum of \$1,200.00.
2. Longevity shall be computed on each eligible employee's salary as of January 1st next following completion of the appropriate year's service.
3. Longevity shall be added to the appropriate salary in the ordinance for each individual on January 1st of each year and shall become a part of that person's base pay for pension and overtime purposes, except, however, the amount shall cease on the last day of each year and the new, appropriate amount shall be effective on the subsequent January 1st.
4. Overtime shall be paid for all hours worked in excess of forty (40) hours in any work week, payable at straight time. The straight time rate of pay shall be computed as the annual salary, including longevity, divided by 2080. There shall be a minimum payment of two (2) hours whenever an employee is called in for overtime.

ARTICLE V

LEAVES OF ABSENCE

1. Leaves of absence with pay shall be based on the following:

- A) VACATION LEAVE which shall be according to the following table:

<u>Completed Years of Service</u>	<u>Number of Days</u>
One (1)	10
Two (2)	11
Each additional year	1 additional

to a maximum of 25 vacation days.

1. Vacation may be taken at any time throughout the year except that only one employee may be on vacation or other leave at any one time period.
2. Vacation selection shall be by seniority except that vacation time not requested by March 1st of each year shall thereafter be on a first-come first-serve basis.
3. Vacation time shall be by periods of weeks with a maximum selection of two consecutive weeks unless additional weeks are available and not otherwise chosen.

ARTICLE V - LEAVES OF ABSENCE, continued

1.A) VACATION LEAVE, continued

4. Odd-day entitlements may be accumulated from year to year to make up full weeks or may be used as individual days with prior approval of the Chief of Police.
5. Up to a maximum of 5 vacation day entitlement days can be used as Personal Leave Days if requested by the individual officers as indicated under Article V, Paragraph C.

B) SICK LEAVE which shall be according to the following :

<u>Completed Years of Service</u>	<u>Number of Days</u>
0 to one-half year	3
one-half year to one year	6
One year (1)	10
Five years (5)	15
Each additional year to a maximum of ten years (10)	1 additional 20

1. Sick leave shall mean absence from regular work assignment by any employee due to illness, accident, or injury off the job. In all cases, the employer shall have the right to investigate absences for which an employee requests payment due to "sick leave".
 2. Unapproved requests for sick leave shall result in the assignment of "No Pay" for each day or days designated as "unapproved".
 3. Sick leave notice shall be given to the Chief of Police or his designee as soon as possible in order to arrange for assignment of a replacement.
 4. When absence extends beyond one (1) day, a doctor's certificate must be presented upon the employee's return to work. A day shall consist of twenty-four (24) hours from the scheduled start of the shift. When no certificate is presented, the time will be considered leave without pay.
 5. Sick leave unused in one year may be carried over to the following year, only. Each employee will receive notice of his available sick days during January of each year.
- C) PERSONAL LEAVE of three (3) days each year. Such time will be granted and no reason or excuse will be required, provided however, that arrangements must be made in advance with the Chief of Police or his designee and provided further, that no day can be utilized on a Public Holiday. In addition, only one employee may select any one particular day.
- D) FUNERAL LEAVE of three (3) days for death in the immediate family as follows:
1. The day of the funeral will be granted for the death of an aunt, uncle, grandfather, grandmother, sister-in-law, brother-in-law, grandson, granddaughter, son-in-law and daughter-in-law of the employee or his spouse.
 2. Additional days may be granted, chargeable to Personal Leave, should the employee request additional time off. In the event Personal leave has expired, Vacation Time may be assigned under emergency conditions. In the event an employee has no "paid-lost time" credits, such time shall be granted but at no pay.

ARTICLE V - Leaves of Absence continued

1D) FUNERAL LEAVE continued

3. The Borough agrees to waive the one day funeral leave to an employee when the funeral is in excess of 200 miles and will allow him a two (2) day entitlement with pay.

E) WORKER'S COMPENSATION shall be paid in the event an employee is injured on the job. The employer agrees to provide for the payment of the difference between Worker's Compensation and eighty percent (80%) of the employee's salary for injury on the job if such injury is due to a weapon.

F) UNION BUSINESS Leave shall be permitted to the employee representative for attendance at regularly-scheduled monthly meetings of P.B.A. Local 166 provided said representative is scheduled to work the 3-11 PM, 8 PM - 4 AM or 11 PM - 7 AM shift.

1. The Jamesburg Employee Representative shall be permitted time off without pay for attendance at any other meetings provided notice is given in advance and a substitute can be found, if necessary. The representative is allowed one (1) full day each month for this purpose, except the 11 - 7 shift if the meetings end before 11 PM.

2. The Borough will continue its past practice of releasing from duty, with pay, officers required for negotiations, provided notice is given in advance and such release does not interfere with effective law enforcement.

ARTICLE VI

ALLOWANCES

1. The employer agrees to pay each full time employee the following:

- A) In keeping with the requirements that an employee shall wear his full uniform at all times while on duty and shall maintain his uniforms in clean neat, and tidy condition, the employer shall provide a sum of \$500.00 (five hundred dollars) per year, payable on or before March 1st of each year.
- B) In view of the fact that the Department operates on a twenty-four hour a day, seven day a week basis, and, therefore, can observe no Holidays by granting time off from the affixed schedule, the employer shall provide a sum of \$650.00 (six hundred-fifty dollars) per year, payable on or before December 1st of each year. Such sum will be considered salary and will be added to the salary report for pensions.
- C) In view of the fact that increased education provides an additional asset to the employee, the employer, and the public which is served, the employer agrees to pay a sum of \$10.00 (ten dollars) per college credit to any officer who attends an accredited school for the purpose of obtaining a degree in Police Science or administration, such sum to be paid, by voucher upon certification of completion of the credit.
- D) The employer shall provide each officer with the following equipment which shall be used by the officer in his daily work routine:
 - (1) Flashlight, (2) flashlight batteries, (3) pens, and (4) clipboards.

ARTICLE VII

ADDITIONAL BENEFITS

1. Employees covered by this agreement shall receive the following additional benefits:
 - A) Blue-Cross Hospitalization
 - B) Blue-Shield Medical Coverage
 - C) Major Medical Insurance
 - D) False Arrest Insurance
 - E) Retention of an attorney if an officer is charged with a violation of the law while in the normal performance of his duty. The employee shall have the choice of rejecting the attorney if he deems the attorney to be unsatisfactory provided, however, that such rejection(s) does not impede the progress of the case.
 - F) If an officer is required to use his personal vehicle in the line of duty, as determined by the Chief of Police or his designee, said officer shall be paid at the rate of 15¢ (fifteen cents) per mile provided he submits a voucher for same.
 - G) The employer shall compensate any employee for meals and/or transportation, if not provided, for attendance at a Police Academy or any other institution that he is ordered or authorized by the Chief of Police to attend.
 - H) Each member of the Police Department shall, without discrimination and with an equal opportunity, take at least three (3) days of a certified Police training course during any one calendar year for the purpose of education and job training. All costs of this instruction shall be borne by the employer.
 - I) Any medical costs for treatment or otherwise incurred as a result of job related illnesses or injuries shall be paid for in full by the employer if same is not fully paid for through any insurance plan obtained by the employer.
 - J) The employer agrees to allow the employee representative or his designee to utilize the Borough copier machine up to a one hundred (100) maximum with no cost to the employee organization. After reaching the maximum level, the employee organization will pay the prevailing rate incurred by the employer.
 - K) If the employer fails to meet contractual commitments to the employees as to payment of any monies due the employees on or before a specified date, the employer agrees to compensate the employee at the prevailing interest rate established by the Heritage North Bank. The employees agree to allow the employer a fourteen (14) days grace period before said compensation becomes effective.

ARTICLE VIII

WORKING CONDITIONS

1. The employer agrees to provide the P.B.A. (as it has in the past) such information as is required by the P.B.A. as being inimicable to negotiations and will make available all public records for review and inspection, upon request. In addition, the Borough will make available a copy of it's yearly budget to be delivered at no cost, to the P.B.A.
2. Between May 15th and September 15th of each year, each employee, at his option, may elect to wear uniform short sleeved or long sleeved shirts.
3. Continuous employment shall be defined as continuous employment by the Borough including vacation time, sick leave, service in the armed services, which began after initial employment, and authorized leaves of absence up to one (1) year.
4. Any new terms and conditions of employment regarding the conduct of Police officers and working conditions shall be submitted in writing to the P.B.A. and be discussed with them prior to their establishment and no less than ten (10) days prior to their introduction by the governing body, except in the case of an extreme emergency. Any violation of this provision shall render the change null and void until the terms of this provision are met.
5. Any change in terms or conditions of employment herein can be changed by mutual consent of both parties.
6. There shall be no discrimination, interference or coercion by the Borough or any of its agents, employees, or representatives against the employees represented by the P.B.A. because of membership in or activities on behalf of the P.B.A. The P.B.A. shall not intimidate or coerce employees into membership. Neither the employer nor the P.B.A. shall discriminate against any employee because of race, color, creed, sex, national origin, or political affiliation.
7. A Police Officer, after completion of his probationary period, shall have the right to inspect his own personnel file on a reasonable notice and at a reasonable time. All personnel files are to be considered confidential and information in them is not to be transmitted or exposed to anyone except with written consent of the Chief of Police and the officer involved. No secret files are to be kept.
8. The Borough agrees that the Chief of Police shall notify the individual police officer if any material derogatory to that officer is going to be placed in his file. The officer shall receive notice ten (10) days prior to said derogatory material being placed in his file. The officer shall be entitled to a copy of all such material and be given the opportunity to place a written rebuttal in said file. Any derogatory material being placed into the officer's file will be initialed by said officer before being placed.
9. In the event the Borough has knowledge or cause to investigate the conduct of any employee covered herein, for violation of rules and/or procedures of the Department, the following rules will apply:
 - A) In the event of a citizen's complaint, charges must be filed within thirty (30) days of the Borough's knowledge of the offense and not later than two (2) months after the alledged offense occurred.
 - B) In the event of any other alledged offense, except criminal matters, charges must be filed within sixty (60) calendar days of the date of the alledged offense
 - C) In the event of a criminal matter, the statutory law will prevail.

ARTICLE VIII - Working Conditions continued

- 9. D) Failure to file charges according to the above listed provisions shall vacate the charge. In the event service cannot be made upon the individual employee(s), in writing, service may be made on a representative of P.B.A. Local 166.
- E) In the event any officer is convicted of a breach of any disciplinary rule or procedure regarding his conduct or the performance of his duties and a resolution of such actions be noted and made a part of his service record, such reports, notations, memorandums, notices, orders, penalties, conduct or otherwise shall be permanently and forever stricken and expunged from his record after the expiration of eighteen (18) months from the date of the offense committed provided that no additional offense(s) has been committed in the interim period.
- 10. The waiver of any breach or condition of the agreement by either party shall not constitute precedent in the future enforcement of the terms and conditions herein.
- 11. Negotiations between the Borough and the P.B.A. for any succeeding contract(s) shall commence no later than 150 days prior to the Borough's mandatory budget submission date of the succeeding year in which the contract expires.
- 12. In the event the negotiated agreement is in conflict with any municipal rule, regulation, or ordinance, the agreement shall take precedence.

ARTICLE IX

FULL AGREEMENT

- 1. The parties hereto agree that all terms and conditions of employment desired were presented and discussed and that this Agreement represents the full and total agreement between the parties for the period of January 1, 1979 through December 31, 1979.
- 2. This Agreement is entered into pursuant to chapter 303, P.L. 1968, as amended. Any provision of this Agreement which is deemed illegal shall be nullified provided however, that only that provision which is illegal is nullified and the remainder of the Agreement shall be in full force and effect.

Entered into this 21st day of JULY, nineteen hundred and eighty-one.

FOR THE EMPLOYER:

FOR THE EMPLOYEE ORGANIZATION:

Joseph Tonkery
 JOSEPH TONKERY, Mayor

Santo Intravartolo
 SANTO INTRAVARTOLO, Commissioner

Victor S. Knowles, Sgt.

Henry Kowaleski, Ptl.

Eugene Zielinski, Ptl.

Doyle Morrison, Ptl.