

3-0374

12-01

ANNE N. SZELAG, Borough Clerk

**FILE COPY**

AGREEMENT BETWEEN

Carteret, Borough of

THE BOROUGH OF CARTERET, a municipal corporation  
of the State of New Jersey,

and

CARTERET POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL  
No. 47, an affiliate of the New Jersey State Police-  
men's Benevolent Association, Inc.

X Effective January 1, 1982, to December 31, 1985, includes  
memorandum of agreement dated  
August 15, 1982

BOSCO-MCDONNELL ASSOCIATES  
Madison Arms Plaza, Suite 209  
18 Throckmorton Lane  
Old Bridge, NJ 08857

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THIS AGREEMENT, effective January 1, 1982 executed this  
28th day of September, 1982 BETWEEN

THE BOROUGH OF CARTERET, a municipal corporation of the  
State of New Jersey (hereinafter referred to as  
Borough or Employer),

and

CARTERET POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 47,  
an affiliate of the New Jersey State Policemen's Benevolent  
Association, Inc. (hereinafter referred to at times as  
Association and/or P.B.A. or employee).

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious  
relations, cooperation and understanding between the Borough of Carteret  
and the 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 Borough of Carteret Police  
Department shall be considered foremost, at all times, by both parties  
in this Agreement.

ARTICLE 1

POLICEMEN'S RIGHTS

Section A

The Employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, working conditions and other terms and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34A:5-3 as supplemented and amended.

Section B

Included in the negotiating unit shall be those employees of the Borough of Carteret within the Police Department whose job titles are Captain, Lieutenant, Sergeant and Police Officer.

Section C

Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every policeman shall have the right to freely organize, join and support the P.B.A. and its affiliates for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the P.B.A. and its collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agree-

ment or otherwise with respect to any terms or conditions of employment.

#### Section D

Elected representatives of the P.B.A. shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the joint P.B.A. Management Committee provided the efficiency of the Department is not affected thereby.

#### Section E.

A Police Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Borough agrees to notify the individual police officer if any material derogatory to the police officer is placed in his or her personnel jacket.

#### Section F.

Duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.

(2) The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegation(s) should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

(3) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(4) If any verbatim record is made of the interrogation the employee or his representative shall be afforded a copy of said record at the employee's expense. All questions shall remain "ON THE RECORD."

(5) The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary reprisals. No promise of reward shall be made as an inducement to answering questions.

(6) In those cases and in every stage of the proceedings where disciplinary action may be taken against the employee as a result of the investigation, the Borough shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his P.B.A. representative(s) before being questioned.

#### Section 6

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, given an adverse evaluation, or deprived of any other employee advantage without just cause.

ARTICLE II

HOURS OF WORK AND OVERTIME

Section A - Work Day

The work day shall consist of not more than eight consecutive hours in a twenty-four hour period.

Section B - Work Week

The work week shall consist of five, eight consecutive hour work days out of every seven days, totalling forty hours per week (this definition shall not interfere with present scheduling).

Section C - Overtime

Overtime shall be defined as any work in excess of eight consecutive hours per day, or in excess of five, eight hour work days out of every seven, or in excess of forty hours per week and shall be compensated at one and one-half times the officer's regular rate of pay.

Section D - Call-In Time

In the event that an officer is called in for duty during his time off, the officer shall receive one and one-half times his regular rate of pay for four (4) hours or for all time worked, whichever is greater.

Section E - Court Time

All off-duty court appearances or any appearance in a court-related procedure, including but not limited to preparation or testimony, conferences with lawyers, depositions and the like, shall be compensated at one and one-half times the officer's regular rate of pay for two hours or for all time so worked, whichever is greater.

ARTICLE III

SALARY & LONGEVITY

Section A - Salary

1. 1982

a. All employees shall receive a cash settlement of \$850 to be paid equally over the remaining pay periods between 10/1/82 and 12/31/82.

b. All employees who had retired within the year 1/1/82 - 12/31/82 shall receive a retroactive settlement of 4% of their base salary from 1/1/82 til the date of their retirement. This shall be reflective of only the actual time worked and shall not be applied to any overtime earned or severance pay. The employee must have retired prior to 7/31/82.

c. In order to calculate the 1983 salaries, effective 12/31/82 all 1982 base salaries shall be increased by 8.5%.

d. No later than 1/21/83 each employee shall receive the following adjustment to be paid in the same manner as the clothing allowance.

Captain	\$688.40
Lieutenant	592.59
Sergeant	496.78
Patrolman IV	400.96
Patrolman III	324.94
Patrolman II	270.64

2. 1983

All employees shall receive an across the board base salary increase of 8.5% computed upon the 12/31/82 adjusted base salaries (exclusive of entry level). (See salary guide p. 5(a).)

Section B - Longevity

In addition to the above salaries, a longevity payment shall be paid as hereinafter fixed and determined, such longevity pay to be deemed as additional compensation as follows:

5 to 9 years of service	2%
10 to 14 years of service	4%
15 to 19 years of service	6%
20 years and up	8%



1983  
SALARY GUIDES

Patrolmen

4th year	23,563
3rd year	22,131
2nd year	21,108
1st year	18,771

Superior Officers

Captain	28,977
Lieutenant	27,172
Sergeants	25,507

ARTICLE IV

UNIFORM ALLOWANCE

During the calendar year 1983, each member of the Police Department shall receive a uniform allowance in the sum of \$575.00, which shall be payable in accordance with former practice and procedure. However, the Borough shall make every effort to make such payment by June 1.

ARTICLE V

HOLIDAYS AND VACATIONS

Section A

All members of the Police Department shall receive the following holidays annually for which days off shall be allowed:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Columbus Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Employee's Birthday.

Section B

All members of the Police Department shall be entitled to leave with pay for personal, business or other reasons for three (3) days subject to the following conditions:

- (a) There must be seventy-two (72) hours notice before consideration for personal day. Forms for such notice shall be provided by the Employer.
- (b) It must be approved by (1) Officer in charge; (2) Captain, (3) Chief.
- (c) That no more than one (1) man per shift is to receive a personal day.

Section C

All members of the Police Department shall receive vacation as follows:

Each Police Officer's vacation shall coincide (begin and end) with his regularly scheduled tour of duty.

1st year to end of 4th year	2 weeks
5th year to end of 9th year	3 weeks
10th year to end of 14th year	4 weeks
15th year to end of 19th year	5 weeks
20th year and over	6 weeks.

ARTICLE VI

DETECTIVE AND SPECIAL ALLOWANCES

Section A

All employees who may be assigned as Detectives shall receive in addition to their rank pay the sum of \$300.00 annually as salary pay added to their rank pay.

Section B

The assigned Firearms Custodian and Radar Officer shall each receive \$250.00, and the assigned Police Photographer-Identification Officer shall receive \$300.00 annually in addition to their rank pay.

Section C

The Borough agrees to hire an off-duty Carteret police officer to act as court attendant during Court sessions of the local Municipal Court. This officer shall be paid \$25.00 per session.

ARTICLE VII

HEALTH AND WELFARE

Section A

The employer agrees to assume the full cost of family coverage of the Blue-Cross and Blue Shield coverage, Rider J coverage and Major Medical coverage that was in full force and effect during the calendar year 1978 and during the calendar year 1979, up to August 1, 1979. In the alternative, Employer has the right to undertake a self-insurance program provided the coverage offered employees is similar to the coverage provided under the New Jersey Hospital Plan provided during the calendar year 1978, and up to August 1, 1979.

Section B

All members of the Police Department shall have \$10,000.00 life insurance coverage, including "Death Benefit" immediately upon being sworn in and assuming the duties of a police officer.

Section C

Beginning upon retirement or disability, a member of the Police Department shall have a paid up life insurance coverage of \$5,000.00.

Section D

Employer shall maintain family hospitalization coverage for all members of the Carteret Police Department who have retired or who have left the force on disability without regard to any income earned by these persons at another occupation. However, should the employee receive comparable hospitalization coverage from a subsequent employer, the Borough's obligation to continue said insurance shall cease.

Section E

The Borough shall contribute \$225 per employee toward a dental insurance plan. Said plan shall be the choice of the PBA. The Borough shall also deduct the employee's contribution toward the plan and shall forward payment to the carrier as billed. Such coverage shall cease at retirement.

ARTICLE VIII

SEVERANCE PAY

Section A

All members of the Police Department who are to retire during the year should serve notice of their retirement to the Borough by February 15th of the same year.

Section B

All members of the Police Department who are eligible for retirement or disability retirement shall receive the following severance pay:

- (a) Those members having accumulated sick time up to and including one hundred days shall be entitled to ninety days pay based upon their rank at the time of retirement.
- (b) Those members having accumulated sick time from one hundred and one days to one hundred fifty days shall be entitled to one hundred ten days pay based upon their rank at the time of retirement.
- (c) Those members having accumulated sick time from one hundred fifty-one days to two hundred days shall be entitled to one hundred thirty days pay based upon their rank at the time of retirement.
- (d) Those members having accumulated sick time from two hundred one days to two hundred seventy-five days shall be entitled to one hundred fifty days pay based upon their rank at the time of retirement.

Section C

It shall be the option of the retiring employee to accept his severance pay in one lump sum or to receive the same in bi-monthly payments until the same has been exhausted.

Section D

The Borough of Carteret shall compute and pay time owed to any member who dies while on active service with the Police Department in accordance with the formula contained in this Article.



Section E

"Sick Time" as stated herein shall be defined as one and one-quarter days per month and shall be allowed to accumulate.

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ARTICLE IX

LEGAL AID

Section A

The Employer shall at its expense, with prior approval of the Mayor and Council, at the written request of P.B.A. Local No. 47, with fee approval of the Borough Attorney, provide counsel designated by P.B.A. Local No. 47 for any member of the Carteret Police Department charged with any dereliction of police duty while in the performance of his duty, or arising out of same, or charged with any criminal or quasi-criminal or alleged offense in or during the performance of said duties.

Section B

Employer shall reimburse any employee for any counsel fees incurred in the successful defense of a disciplinary hearing.

ARTICLE X

P.B.A. RIGHTS

Section A - Dues Deduction

P.B.A. Local No. 47 dues shall be withheld monthly from the salary check payments of each member by the Borough and turned over monthly as check-off dues remittance to P.B.A. Local No. 47 by the Borough Clerk.

Section B - Representation Fee

The Borough will implement a fair share representation fee equal to eighty-five percent (85%) of the PBA's dues, initiation fees and assessments, which shall be withheld in accordance with the law.

The PBA shall indemnify the Borough from all liability resulting from and/or caused by dues deduction or fair share representation fees.

Section C

The PBA can use the Municipal courtroom for its union meetings based upon the availability of said courtroom. The PBA shall be responsible for the maintenance and cleaning of the courtroom after each of its meetings.

The PBA shall be allowed a bulletin board in the Police Department, with the cost of said bulletin board being born by the PBA. Furthermore the PBA shall be provided space on the bulletin board in the Police Department employee lounge and, based upon the availability of space, on the bulletin board located in Borough Hall.

The Borough shall investigate the availability of and attempt to provide the PBA with adequate office space at no cost to the PBA. The PBA shall have use of such space and shall be permitted to install a telephone at its own expense.

The rights and privileges of the PBA and its representatives granted under this article shall be granted solely to the PBA as the exclusive representative of all employees covered by this Agreement.

ARTICLE XI

BEREAVEMENT LEAVE

Section A

In the event of a death in an employee's immediate family, he shall be entitled to four days leave of absence with pay. "Immediate family" shall include spouse, child, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law and sister-in-law.

## ARTICLE XII

### GRIEVANCE PROCEDURE

#### Section A

A grievance shall be a claim by the employer or employee, or by the association that either the Employer, individual employee, group of employees or the association has been harmed by either the interpretation or application of the terms and conditions of this agreement or other conditions of employment, or a grievance shall be a claim by either the Employer or the association that either an individual employee, group of employees or the association, has been harmed by either the interpretation or application of employer-police rules and regulations as heretofore adopted or as may in the future be duly adopted.

#### Section B

The following procedure shall be followed with reference to grievances:

- a. All attempts shall be made to resolve any grievance on an informal basis by means of informal discussions and negotiations between the individuals involved, the association and the employer, by and through the Chief of Police or employer's designee. If informal attempts to resolve the dispute fail, then formal grievance procedures may be instituted in accordance with this Article.
- b. Upon a written complaint initiated by an individual employee, group of employees or by the association, which complaint shall be lodged not more than ten days from the happening of an event, giving rise to a dispute with the Chief of Police, or employer's designee, or with the employer, notice of said complaint shall be given to all interest or affected persons, including superior officers in the chain of command.

c. Upon receipt of the grievance, pursuant to the above paragraph, the P.B.A. Grievance Committee shall review the same. If, in their opinion, no grievance exists, no further action shall be necessary. In the event that they feel a grievance does exist, they shall so notify the Chief of Police or employer's designee immediately and shall meet with the Chief of Police or employer's designee within five days of the filing of the grievance. The parties shall meet and attempt to settle the matter. In the event a satisfactory settlement is reached, the same shall be reduced in writing, signed by all parties and implemented.

d. If a settlement is not reached pursuant to Paragraph (c) above, then the Chief of Police or employer's designee, and the Chairman of the employee's grievance committee shall each file a written report of their findings of fact, conclusions and recommendations with the Business Administrator or Mayor of the Borough of Carteret within ten days of the meeting as set forth in Paragraph (c) above. The Business Administrator or Mayor shall then schedule an informal hearing date not later than ten days from the receipt of said findings, conclusions and recommendations and shall notify interested parties in writing of said hearing date.

e. Upon compliance with the requirements of Paragraph (d) above, the Business Administrator or Mayor, or employer's designee, shall conduct a hearing at which all interested persons, the Chief of Police, the Chairman of the employee's grievance committee and the President of the P.B.A. shall be present. The Business Administrator or Mayor, or employer's designee, shall make all reasonable attempts to arrive at a satisfactory settlement to all parties. If said dispute is settled upon agreement of the parties, said agreement shall be reduced to writing and signed by all

parties, including but not limited to the Business Administrator, Mayor or employer's designee, the Chief of Police, the Chairman of the employee's grievance committee, the President of the P.B.A. and all aggrieved parties. If the Business Administrator, Mayor or employer's designee is unable to obtain an amiable settlement, he shall within ten days render a written decision setting forth his decisions concerning the dispute, which written decision shall be served upon all interested parties.

e. If the aggrieved party disagrees or objects to the findings of the Business Administrator, Mayor or employer's designee, he shall within ten days of receipt of said decision demand in writing arbitration of the grievance in accordance with "Arbitration" as hereafter set forth.

#### Section C

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled at the lower step of the grievance procedure as herein provided may be referred to an arbitrator, provided it is not specifically exempt from said arbitration process.

#### Section D

The Association may institute arbitration proceedings within ten days of the receipt of the decision of the Business Administrator, Mayor or employer's designee as set forth in Step (e) of the grievance procedure by written demand upon the Employer specifying the nature of the unsettled grievance or other matter in dispute. Simultaneously therewith, the party demanding arbitration shall request the New Jersey Public Employee Relations Commission to present a list of arbitrators from which the parties shall choose three names. The arbitrator



finally chosen shall hear the arbitration in the manner set forth by the New Jersey Public Employees Relation Commission or by the rules of the American Arbitration Association if the New Jersey Public Employees Relation Commission has no rules or regulations pertaining thereto.

Section E

Notwithstanding the foregoing, the arbitrator shall consider only the issues presented to him and shall not add or subtract from the other terms of the agreement. The decision of the arbitrator shall be in writing and shall include the reason for such findings and conclusions.

Section F

The decision of the arbitrator shall be final and binding on the association and the employer.

Section G

In the event of a change in the laws governing the New Jersey Public Employee's Relation Commission, or its Rules and Regulations, which would in any way affect the method of selection of an arbitrator, then in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine arbitrators from which the parties may make a selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains, and that party shall be the arbitrator of the issue or issues to be arbitrated. The costs of the arbitrator's services, if any, shall be borne equally by the employer and the association. In the event this procedure is enacted, the association shall have the right to strike the first name.

ARTICLE XIII

MUNICIPAL ORDINANCES

Section A

The provisions of municipal ordinances which affect terms and conditions of employment for members of the Police Department shall be maintained during the term of this Agreement.

ARTICLE XIV

STATE DELEGATE

Section A

The Borough agrees that upon presentation of a properly itemized and verified voucher, it will compensate or reimburse the delegate from the P.B.A. Local No. 47 for his reasonably incurred expenses for attending the annual New Jersey League of Municipalities Convention. The Borough agrees that the delegate of Local No. 47 shall be released from working duties for such time or times, days or day, as is reasonably required for performance of his duties on behalf of Local No. 47, without pay deductions.

ARTICLE XV

COLLEGE CREDIT

Section A

Each member of the P.B.A. shall receive in addition to his annual salary the sum of \$15.00 per annum for each college level credit he receives for a police related course. This sum shall be paid in lump sum in the pay period effective January 1, 1979.

ARTICLE XVI

CIVIL SERVICE

Section A

Parties hereto stipulate and agree that all members of the Police Department of the Borough of Carteret shall be governed by Title II of the Revised Statutes of New Jersey and the Rules and Regulations of the Civil Service Commission.

Section B

Employer agrees that in the event it hires any persons to act as Police Officers under and through the provisions of the Comprehensive Employment Training Act, it shall make every reasonable effort to hire such individuals in accordance with their standing on the Civil Service Eligibility List then in existence.

Section C

Notwithstanding the provisions of Civil Service, Employer agrees that the transfer of employees between divisions and/or bureaus shall be made subject only to just cause (just cause as provided for herein shall be defined as "just cause" is defined in the Civil Service Regulations of the State of New Jersey, and as it may be amended during the term of this contract).

ARTICLE XVII

NO MODIFICATION EXCEPT IN WRITING

Section A

The parties hereby agree that there shall be no valid modification except in writing, executed by the Business Administrator, Mayor or employer's designee, and the President and Secretary of the P.B.A., subject to ratification of the P.B.A. members for the employees and the Borough Council of the Borough of Carteret for the employer.

ARTICLE XVIII

SAVINGS CLAUSE

Section A

If any article or section of this agreement, or any supplement or rider hereto, shall 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 XIX

TERM OF AGREEMENT

Section A

The term of this agreement shall be effective as of January 1, 1982, and shall continue for a period of two years through December 31, 1983. All benefits, payments and fringe benefits and any other matter covered by this agreement shall become effective January 1, 1982.



ALVIN N. ZELLAG, Borough Clerk

MEMORANDUM OF AGREEMENT

The following modifications, additions, and/or deletions have been agreed to by the Borough of Carteret and the Carteret PBA, Local #47 for the 1982 labor contract between the parties. It is further agreed that should a multi-year agreement be executed by the parties these items would be incorporated into the agreement for any years subsequent to 1982:

ARTICLE I, ADD as new section F:

Duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. Those questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.

(2) The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegation(s) should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

(3) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(4) If any verbatim record is made of the interrogation the employee or his representative shall be afforded a copy of said record at the employee's expense. All questions shall remain "ON THE RECORD."

(5) The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary reprisals. No promise of reward shall be made as an inducement to answering questions.

(6) In those cases and in every stage of the proceedings where disciplinary action may be taken against the employee as a result of the investigation, the Borough shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his P.B.A. representative(s) before being questioned.

ARTICLE I, ADD as new section G:

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, given an adverse evaluation, or deprived of any other employee advantage without just cause.

ARTICLE X, ADD new section B:

The Borough will implement a fair share representation fee equal to eighty-five percent (85%) of the PBA's dues, initiation fees and assessments, which shall be withheld in accordance with the law.

The PBA shall indemnify the Borough from all liability resulting from and/or caused by dues deduction or fair share representation fees.

ARTICLE X, ADD new section C, PBA RIGHTS:

The PBA can use the Municipal Courtroom for its union meetings based upon the availability of said courtroom. The PBA shall be responsible for the maintenance and cleaning of the courtroom after each of its meetings.

The PBA shall be allowed a bulletin board in the Police Department, with the cost of said bulletin board being born by the PBA. Furthermore the PBA shall be provided space on the bulletin board in the Police Department employee lounge and, based upon the availability of space, on the bulletin board located in Borough Hall.

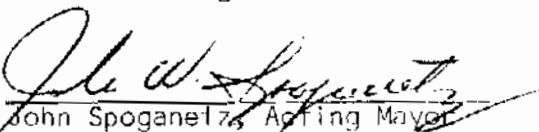
11/1/92 The Borough shall investigate the availability of and attempt to provide the PBA with adequate office space at no cost to the PBA. The PBA shall have sole and exclusive use of such space and shall be permitted to install a telephone at its own expense.

The rights and privileges of the PBA and its representatives granted under this article shall be granted solely to the PBA as the exclusive representative of all employees covered by this agreement.

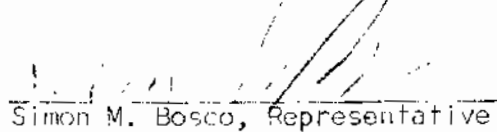
ARTICLE XII, DELETE from section D:

"or the aggrieved party" from line one (1) of that paragraph.

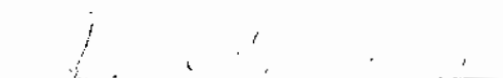
FOR The Borough:

  
John Spoganelz, Acting Mayor

FOR The PBA:

  
Simon M. Bosco, Representative

WITNESSED:

  
Dr. Joan Weitzman, Arbitrator

\_\_\_\_\_  
DATE

The following is the complete and final agreement of all economic items for the contract years of 1982 and 1983 between the City of Cambridge and the Cambridge Police Association, Local 44.

1982

1. The City of Cambridge shall pay to the employees of the City of Cambridge the following rates of pay for the contract year 1982:

2. An employee who retires within the year 1/1/82 - 12/31/82 shall receive a retirement allowance of 4% of their gross salary from 1/1/82 to the date of their retirement. This shall be reflective of only the amount time worked and shall not be subject to any vesting period or severance pay. The employee must have retired prior to 1/1/83.

3. The seniority calculation for 1982 shall be retroactive to 12/31/81 and 1982 base salaries shall be increased by 3%.

4. No later than 12/31/82 an employee who is entitled to a salary adjustment to be paid in the contract year 1982 shall receive the same.

Police Officer	\$38,400
Police Sergeant	42,250
Police Captain	46,100
Police Lieutenant	49,950
Police Detective	53,800

1983

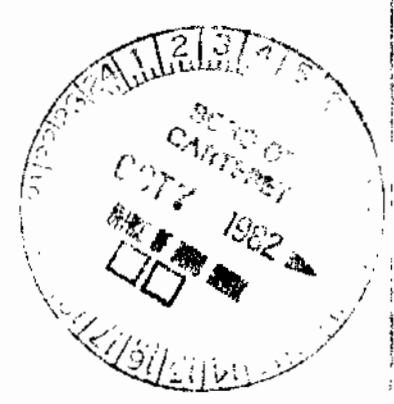
1. All employees shall have an annual performance evaluation in 1983. If a completed evaluation for 1983 is not received by the date of entry to 1983.

2. The City of Cambridge shall contribute to the employee's health and dental insurance plan. Said plan shall be the plan of the City of Cambridge. The City shall also debit the employee's contribution toward the plan and shall forward payment to the carrier as billed. Such coverage shall cover retirement.

3. Article VI, Health and Welfare, Section B shall be amended as follows:

Employer shall maintain family hospitalization coverage for full-time members of the Cambridge Police Department who have retired and have left the force or disability without regard to any income received by such persons at another occupation. However, should the employee receive employment hospitalization coverage from a subsequent employer, the employee shall be required to continue to insure under the City plan.

*copy 6  
6 Comments  
10/2/82  
am*



4. Article IV Uniform Allowance shall be amended as follows:

During the calendar year 1983, each member of the Police Department shall receive a uniform allowance in the sum of \$575.00, which shall be payable in accordance with former practice and procedure. However, the Borough shall make every effort to make such payment by June 1.

Unless otherwise stated, written or modified in writing heretofore, all other terms and conditions that have existed shall continue in full force and effect.

FOR THE BOARD OF:

Chairman:

John Spocernetz (sig.)

Simon M. Bosco (sig.)

Robert J. Magner (sig.)

WITNESSED BY:

Dr. Joan Weitzman (sig.)

News of agreement. John Symonby

Am...

...

9/28/82  
1982

~~...~~

- ① All members to receive an \$850 raise. Said money to be equis<sup>lly</sup> divided among the remaining pay periods.
- ② Effective 12/31/82 all base salaries shall be increased across the board by 8.5% computed upon the 1981 base salaries for all future salary computations.

③ No later than 1/31/83 each employee shall receive the cash adjustment as follows:  
 The regular uniform allowance of \$575 per employee shall for 1983 only, be adjusted

		688.46	later than 1/21/83
Capt.	575 + <del>710.55</del>	1285.55	
Lt.	575 + <del>617.34</del>	1188.34	
Sgt	575 + <del>518.12</del>	1093.12	
Pt. IV	575 + <del>418.97</del>	993.97	
Pt. III	575 + <del>317.84</del>	892.84	
Pt. II	575 + <del>286.77</del>	861.77	

④ All employees who retired prior  
 \*\* Every effort will be made to pay the regular allowance by June 1

1/1/82 - 12/31/82

~~Since 7/23/82~~ shall receive a 4% salary adjustment on (base) all ~~monies~~ earned from 1/1/82 to 7/31/82 exclusive of all severance pay.

1983

① All employees <sup>1/1/83</sup> to receive a rat. increase, across the board, of 8.5% computed upon the 12/31/82 adjusted base salary.

② Borough and FBLA to procure a dental insurance plan, full family coverage.

\$10000

Employee to contribute 5% of said cost. Borough to pay \$225/employee + deduct the employee's contribution. Borough to contribute ~~5%~~ of said cost with liability not to exceed \$225 per employee per year. Any costs above that ~~\$225~~ \$225.00 shall be borne by the employee.

③ ~~the additional holiday~~ <sup>coverage</sup>

... shall of the employee obtain insurance coverage.