

## **SIDE-BAR AGREEMENT**

**IT IS HEREBY STIPULATED AND AGREED** by and between PBA Local 23 (“PBA”) and the City of New Brunswick (“City”) and subject to ratification by the PBA membership and approval by the City, as follows:

WHEREAS, it is the City’s intent to hire 5 recruits for the August 2015 police academy class;

WHEREAS, due to budgetary constraints, the City is unable to hire said officers absent a reduction in the rate of pay and benefit levels that they shall receive while in the academy;

WHEREAS, the PBA and the City recognize the need to hire new officers;

WHEREAS, the PBA and the City agree that hiring of these officers will be a benefit to the citizens and taxpayers of the City and will enhance public and officer safety by increasing the Department’s manpower levels;

NOW THEREFORE, the PBA and the City agree as follows:

1. The City shall hire, at a minimum, 5 recruits for the August 2015 police academy class.
2. The recruits shall be paid the New Jersey statutory minimum wage (currently \$8.38 per hour) while they are attending the police academy.
3. The recruits shall serve an orientation period of 30-days to determine if they can meet the rigors of the police academy. Thereafter, they will be subject to the Affordable Care Act 90 day waiting period rules before becoming eligible for healthcare coverage provided for by the City. In this regard, a recruit, spouse and any dependents shall be eligible for the City health insurance coverage on the 1<sup>st</sup> day of the 4<sup>th</sup> full month of employment. For example, if a recruit was hired on August 28, 2015, he and his

dependents, if applicable, are eligible for health benefits on December 1, 2015. If December 1 falls on a weekend, his eligibility shall be the preceding business day.

4. A recruit may elect, at his option, to enroll in the City's health insurance at his expense prior to the expiration of the waiting period set forth in paragraph 3, above. If so, the recruit shall be charged the COBRA premium rate as established by the City.

5. Upon graduating the police academy, a recruit shall be placed on the "Training Step" of the salary guide of the 2014-2017 collective negotiations agreement ("CNA") between the PBA and the City until he has completed one year of employment from his date of hire ("first anniversary").

6. Upon reaching his first anniversary with the City, the recruit shall move to Step 1 of the salary guide and shall proceed through the guide according to the CNA.

7. Except as provided for in this Agreement, all terms and conditions of employment in the CNA shall be applied to the recruits covered hereunder at the time of hire..

8. Should a recruit fail to complete the police academy and the number of recruits enrolled in the August 2015 class is less than 5, the City shall hire an additional recruit or recruits for the next police academy class so that the aggregate number of recruits hired is 5 at the minimum under the same terms and conditions of this Agreement.

9. The PBA is entering into this Agreement solely for the benefit of the City, the Department, its membership and most of all the citizens and taxpayers of the City. In no way shall this Agreement be deemed a waiver of any provisions of the CNA nor shall it be deemed a re-opener of the CNA.

10. The CNA between the parties is in full force and effect without change despite the terms of this Agreement and the PBA agrees that it will allow the City to implement the terms of this Agreement without challenge.

11. This Agreement shall expire after the recruits in the August 2015 academy class graduate unless an August recruit fails to complete the Academy and a new recruit is hired pursuant to paragraph 8, above. This agreement then shall expire when the final recruit(s) has completed the Academy unless the parties mutually agree to extend this Agreement in writing.

12. At the time of hire, the City will provide a copy of this Agreement and a release and waiver of claims form ("Release") to all recruits covered hereunder. As a condition of employment, each recruit shall sign and date that he received the Agreement and Release and that he agrees with its terms. The City shall provide the PBA with a copy of the Agreement and Release signed by each recruit.

13. The City agrees to indemnify and hold harmless the PBA for any claims made by any recruit as the result of this Agreement including but not limited to claims for damages and reasonable attorneys' fees and costs.


14. This Agreement is effective upon ratification by the PBA membership and approval by the City.

**FOR PBA LOCAL 23**

  
PETER MAROON, PRESIDENT

Dated: 5-4-15

**FOR THE CITY**

  
TKS

Dated: 5-4-15

Attest:   
City Clerk  
5/4/15



I, \_\_\_\_\_, hereby acknowledge receipt of this Agreement  
(Print Recruit Name)  
between PBA Local 23 and the City of New Brunswick.

\_\_\_\_\_  
Recruit Name

\_\_\_\_\_  
(Recruit Signature)

**Dated:**

**Waiver and Release**

I, \_\_\_\_\_, understand that the City of New Brunswick is hiring me as a police recruit and I will be attending the August 2015 police academy class. I further understand and agree that during my enrollment and attendance at the police academy I will be paid the New Jersey statutory minimum wage rate, currently \$8.38 per hour. I understand that this wage rate may be different from any prior information regarding wage rates I may have seen or been provided with. Following my successful completion of the police academy, I will be placed on the "Training Step" of the salary guide set forth in the 2014-2017 collective negotiations agreement ("CNA") between the City and the Policeman's Benevolent Association, Local 23 ("PBA"). I will remain at the Training Step until I complete one full year of employment from my date of hire. Thereafter, I will move to Step 1 of the salary guide and will proceed through the guide in accordance with the terms of the CNA.

I understand and agree that I will be eligible for City paid health benefits on the 1<sup>st</sup> day of the 4<sup>th</sup> month of employment with the City. I may, however, elect to enroll in the City's health insurance plan prior to the expiration of the four month period at my sole cost.

By signing this Agreement, I waive and release any claims I may have against the City and/or the PBA resulting from this Agreement or the Side Bar Agreement between the City and the PBA relating to this subject matter. I sign this Agreement voluntarily and knowingly agree to its terms as they related to my employment with the City.

\_\_\_\_\_  
Recruit Printed Name

\_\_\_\_\_  
Recruit Signature

Dated: \_\_\_\_\_, 2015

**BY THE MUNICIPAL COUNCIL:**

**WHEREAS**, the City of New Brunswick desires to enter into a Side-Bar Agreement with the PBA Local 23 relative to the existing PBA Contract with the City of New Brunswick; and

**WHEREAS**, said Side-Bar Agreement shall effect the benefits and hourly wages to be paid police recruits of the City of New Brunswick while the police recruits are attending the police academy.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of New Brunswick that the Mayor and City Clerk be and hereby are authorized to execute a Side-Bar Agreement between the City of New Brunswick and the PBA Local 23 providing for modification to the benefits and wages for police recruits for the New Brunswick Police Department in a form of agreement to be approved by the City Attorney; and

**BE IT FURTHER RESOLVED**, that Certified Copies of this Resolution shall be sent by the City Clerk to the following:

- City Administrator
- City Attorney
- Police Director
- Local PBA 23
- Labor Counsel

**ADOPTED: April 15, 2015**

*Karl P. E.*  
 \_\_\_\_\_  
 COUNCIL PRESIDENT

*Daniel Torrisi*  
 \_\_\_\_\_  
 CITY CLERK

**APPROVALS:**

*Thomas A. Laughlin 30*  
 \_\_\_\_\_  
 CITY ADMINISTRATOR

*[Signature]*  
 \_\_\_\_\_  
 CITY ATTORNEY

TKS/kc

| COUNCILMEMBER           | YES | NO | NO VOTE | ABSENT |
|-------------------------|-----|----|---------|--------|
| JOHN ANDERSON           | X   |    |         |        |
| REBECCA ESCOBAR M       | X   |    |         |        |
| GLENN FLEMING, V PRES 5 | X   |    |         |        |
| ELIZABETH GARLATTI      | X   |    |         |        |
| KEVIN EGAN, PRES        | X   |    |         |        |

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I, Daniel A. Torrisi, City Clerk of the City of New Brunswick, N.J., do hereby certify the foregoing resolution is a true copy of the original resolution adopted at the regular meeting of the New Brunswick City Council at its meeting on: APRIL 15, 2015

*Daniel Torrisi*  
 Daniel A. Torrisi, City Clerk