

3-0130
12-21

P.B.A. Contract 1973

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A G R E E M E N T

B E T W E E N

THE TOWNSHIP OF SOUTH BRUNSWICK

and

THE SOUTH BRUNSWICK P.B.A. LOCAL NO. 166

1973

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the TOWNSHIP OF SOUTH BRUNSWICK, hereinafter known and designated as the "Employer" and Local No. 166, the SOUTH BRUNSWICK AFFILIATE OF THE PATROLMEN'S BENEVOLENT ASSOCIATION, 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 Township hereby recognizes the PBA as the sole and exclusive representative of all patrolmen, sergeants and detectives of the Police Department for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE III

MEDICAL BENEFITS

The Employer agrees to assume the full cost of family coverage of the present Blue Cross and Blue Shield Plan or equivalent coverage with Rider "J", now offered to the Employees, effective July 1, 1970. In addition, the Employer agrees to pay one-half of a dental service plan for basic and additional dental coverage and extended dental coverage as outlined in a proposal by the N.J. Dental Service Plan for the State PBA. Said one-half contribution is \$85.08 per married man and \$37.08 per single man.

ARTICLE IV

LONGEVITY PLAN

The Employer agrees to pay, as a fringe benefit, the following longevity plan:

2% after five years of service; thereafter 1/2% per year up to a maximum of 9 1/2% to be implemented as follows:

(a) All Township employees holding positions or offices allocated to the classified service by South Brunswick Township Ordinance No. 9-69, whether paid by annual salary or hourly wage, shall, upon completion of five (5) years continuous employment service, receive a salary or wage stability increase computed at the rate of two per cent (2%) of such employee's base pay; thereafter such employee shall receive annual salary or wage stability increases computed at the rate of one-half of one percent (1/2 of 1%) of yearly base pay up to, and including a maximum of twenty (20) years service. Such salary or wage stability payments shall be payable in the last pay period in November of each calendar year.

(b) Continuous employment service shall mean continuous employment by the Township without breaks in service from year to year except for annual vacations, earned sick leave, service in the United States Armed Forces and authorized leaves of absence up to six (6) months.

ARTICLE V

UNIFORM ALLOWANCE

Each officer shall receive an annual allowance of \$200.00 for the replacement of clothing and equipment. In addition, the Township shall purchase and furnish a new officer one hand gun which shall be in reasonably satisfactory condition. Said gun shall be returned to the Township upon the termination of the officer's employment. Any part of the officer's uniform damaged in the line of duty shall be replaced by the Township.

ARTICLE VI

CLEANING ALLOWANCE

The Employer agrees to pay \$110.00 per year for all members of the Police Department.

ARTICLE VII

SICK LEAVE

Section 1. The Employer agrees that the employee shall receive a sum total of 14 sick days per year.

Section 2. Sick leave can be accumulated without limit during the employee's length of service and shall be used by the employee at the time of retirement as terminal leave. Such terminal leave shall not exceed forty-five days.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

(a) Tours of Duty. Officers shall work five days in eight-hour per-day tours for forty hours during any payroll week.

(b) Work Schedule. Officers shall work in accordance with schedule posted on a monthly basis by the Chief of the Department.

Section 2. Overtime

(a) When Overtime Occurs. Overtime shall be paid to any officer when he is required to work in excess of a completed eight-hour tour, or on a regularly scheduled day off. Officers shall be paid compensation at the overtime rate when they are either requested or ordered to duty beyond their regular tour of duty by the Chief, Lieutenant, or other officer in charge of any given tour.

ARTICLE IX

VACATIONS AND HOLIDAYS

Section 1. Vacations

(a) Earned Vacations. Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided.

(b) Number of Days. Full-time regular employees paid on an annual salary basis shall be granted a vacation leave, with pay, each fiscal year in accordance with the following schedule:

1. Employees with five (5) or less years service shall earn one (1) working day of vacation for each month of service up to a maximum of twelve (12) days.

2. Employees with over five (5) years service shall be entitled to working days of vacation leave annually over and above the amount specified in the preceding paragraph, as follows:

UPON COMPLETION OF:

Five (5) years service.....	3 days
Ten (10) years service.....	6 days
Fifteen (15) years service.....	7 days
Sixteen (16) years service.....	8 days

In no event shall an employee be entitled to earn more than twenty days of vacation leave per year.

(c) Pay During Vacations: All vacations shall be granted at annual salary rates.

(d) Scheduling Vacations: Vacations shall be chosen between January 1st and December 31st of each year according to seniority regardless of rank.

Section 2. Holidays

(a) The following official holidays with pay shall be observed by the Township:

New Years Day	Labor Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Friday Following Thanksgiving
Independence Day	Christmas Day

(b) Two other days which shall be designated by the Township Committee at the beginning of each year.

ARTICLE X

COMPENSATION

Section 1. Salary

The Township will pay each officer semi-monthly.

Section 2. Overtime Pay

(a) Rate: Overtime shall be paid to all officers at an hourly rate of time and one half. The hourly rate is to be determined by dividing the officer's established annual salary by 2,080 working hours.

Section 3. Base Salary

<u>RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Patrolman		8,215	9,133	9,784	10,475	11,215
Detective			9,919	10,599	11,327	12,106
Sergeant			10,408	11,123	11,888	12,706
Lieutenant	12,476	12,975	13,494	14,034	14,595	15,179

All members of the PBA shall be advanced one step in the salary plan effective January 1st.

ARTICLE XI

SCHEDULING

Scheduling of duty shall be uniform and consistent and changes therein shall not unduly inconvenience any employee.

ARTICLE XII

OTHER BENEFITS

Section 1. Legal Expenses

If an Officer is charged with a violation of the law as a result of acts committed by him in the course of performing his

duties, the Township shall select an attorney to provide legal service to defend him, which attorney shall be reasonably satisfactory to the Officer.

Section 2. School

Police Academy and Police Technical Schools. Any Officer attending a Police Academy or any other Police Training Academy recognized by the N. J. Police Training Commission, with the permission of the Chief of the Department, shall be compensated straight time pay to complete the course.

Section 3. Terms and Conditions of Reimbursement of Expenses.

Schools. An Officer shall be paid for meals and transportation, if not provided, while attending a Police Academy or any other institution that he is ordered or authorized by the Chief to attend. In such cases the foregoing rates shall apply.

Section 4. Miscellaneous Benefits.

Any benefits, except compensation which is set forth in Article X of this Agreement, given to any other employee subsequent to the execution of this Agreement shall be given to the members of the Police Department.

ARTICLE XIII

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, 1973.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 17 day of April, 1973.

FOR THE EMPLOYER:
THE TOWNSHIP OF
SOUTH BRUNSWICK
STATE OF NEW JERSEY

FOR THE SOUTH BRUNSWICK
PATROLMEN'S BENEVOLENT
ASSOCIATION
LOCAL NO. 166

Anthony Colasurdo
ANTHONY COLASURDO Administrator

Robert M. Nicholas
ROBERT M. NICHOLAS, Mayor

Pt. Steven B. Bohling #22

Pt. Edward J. Flidy #18

Pt. Charles R. Fabenholz #33

Pt. James Theodor #32

Sgt. Joseph R. Gioia

3-0130

12-21

THIS DOES NOT
CIRCULATE

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Institute of Management &
Labor Relations
JUL 30 1970
RUTGERS UNIVERSITY

1970

A G R E E M E N T

BETWEEN

TOWNSHIP OF SOUTH BRUNSWICK

and

SOUTH BRUNSWICK P. B. A. LOCAL NO. 166

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the TOWNSHIP OF SOUTH BRUNSWICK, hereinafter known and designated as the "Employer" and Local No. 166, the SOUTH BRUNSWICK AFFILIATE OF THE PATROLMEN'S BENEVOLENT ASSOCIATION, 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

Section 1 - The Employer agrees to assume the full cost of family coverage of the present Blue Cross and Blue Shield Plan or equivalent coverage with Rider "J", now offered to the Employee, effective July 1, 1970.

ARTICLE III

LONGEVITY PLAN

The Employer agrees to pay, as a fringe benefit, the following longevity plan:

2% after five years of service in 1970

$\frac{1}{2}\%$ per year up to a maximum of 9 $\frac{1}{2}\%$,

Implemented as follows:

A. All Township employees holding positions or offices allocated to the classified service by South Brunswick Township Ordinance No. 9-69, whether paid by annual salary or hourly wage, shall, upon completion of five (5) years continuous employment service, receive a salary or wage stability increase computed at the rate of two per cent (2%) of such employee's base pay; thereafter such employee shall receive annual salary or wage stability increases computed at the rate of one-half of one per cent ($\frac{1}{2}$ of 1%) of yearly base pay up to, and including, a maximum of twenty (20) years service. Such salary or wage stability payments shall be payable in the last pay period in November of each calendar year.

B. Continuous employment service shall mean continuous employment by the Township without breaks in service from year to year except for annual vacations, earned sick leave, service in the United States Armed Forces and authorized leaves of absence up to one (1) year.

C. All Township employees presently eligible for a salary or wage stability payment for five (5) years continuous service shall receive such payment in the last pay period of November, 1970, and; where applicable, shall receive any additional annual stability payments due for each year above five (5) years continuous service in the last pay period of November, 1971.

ARTICLE IV

UNIFORM ALLOWANCE

The Employer agrees to provide the amount of One Hundred Dollars (\$100.00) annually for uniform allowance for all members of the Police Department to be paid directly to said employee. For the year of 1970 the employer agrees to provide

the sum of \$50.00 on or before July 1, 1970. Said sum of money shall be paid to the employee free from taxes.

ARTICLE V

CLEANING ALLOWANCE

The Employer agrees to pay \$1.00 per week for all members of the Police Department commencing on or before July 1, 1970.

ARTICLE VI

SICK LEAVE

The Employer agrees that the employee shall receive a sum total of 14 sick days per year.

ARTICLE VII

OVERTIME

The parties hereto agree that payment for overtime work performed by the employee shall be made pursuant to the Personnel Ordinance of the Township of South Brunswick.

ARTICLE VIII

WORK WEEK

The parties hereto agree that the work week for the employee shall be 40 hours per week.

ARTICLE IX

VACATIONS

The Employer agrees to provide the following vacations based on length of service:

1. Employees with five or less years of service-- employees with five or less years of service shall earn one (1) day of vacation for each month of service.

2. Employees with over five years of service--upon completion of five years of service, an employee shall be entitled to three (3) days of annual leave over and above the amount

specified in the preceding paragraph. Upon completion of ten years of service, an employee shall be entitled to five (5) days of annual leave over and above the amount specified in the preceding paragraph.

3. Computation of annual leave--vacation leave shall be computed on a yearly basis beginning July 1, 1970. Employees in service on the date of enactment of this contract shall be credited with annual leave computed as of that date, and shall be credited with unused vacation leave.

ARTICLE X

SALARIES

(Detective Allowance)

The employee who is presently assigned as Detective shall receive a salary of \$10,300.00 retroactive to January 1, 1970, and, thereupon, he shall receive the sum of \$11,000.00 per year as of January 1, 1971.

ARTICLE XI

SALARY RANGE

(Patrolman)

Range

	A	B	C	D	E	F
Patrolman			7,725	8,400	9,100	9,900

The above plan shall be implemented as follows:

- (1) Patrolmen hired between January 1, 1969 and December 31, 1969 - Step C.
- (2) Patrolmen hired between January 1, 1967 and December 31, 1968 - Step D.
- (3) Patrolmen hired between January 1, 1964 and December 31, 1966 - Step E.
- (4) Patrolmen hired prior to January 1, 1964 - Step F.

ARTICLE XII

SCHEDULING

Scheduling of duty shall be uniform and consistent and changes therein shall not unduly inconvenience any employee.

ARTICLE XIII

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

~~January 1, 1971~~ DECEMBER 31, 1971 *OKT JED H. JC*

IN WITNESS WHEREOF, the parties hereto have set their hands on this _____ day of _____, 1970.

FOR THE EMPLOYER:
TOWNSHIP OF SOUTH BRUNSWICK
STATE OF NEW JERSEY

Bernard L. Tetrault
BERNARD L. TETRAULT
Business Administrator

Joseph Spataro
JOSEPH SPATARO, Mayor

Richard D. Ilnicki
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
RICHARD D. ILNICKI, Ph.D.,
Committeeman

FOR THE SOUTH BRUNSWICK
PATROLMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 166

Frank College
FRANK COLLEGE, President

Charles Fahrenholz
CHARLES FAHRENHOLZ
Negotiations Committee Chairman

Dorsey Trent
DORSEY TRENT, State Delegate

Eugene W. Mc Cart
EUGENE MC CARTY

Joseph Duca
JOSEPH DUCA

Frank Schuessler
FRANK SCHUESSLER

Joseph F. Gioorno
JOSEPH GIOORNO