

2/16/22
Part A

POLICE DEPARTMENT
CITY OF SOUTH AMBOY

GRIEVANCE FORM

EMPLOYEE'S NAME: Christopher Nielsen on Behalf of PBA #63 RANK: Patrolman

DATE OF FILING: 1/5/22

FIRST STEP

NATURE OF GRIEVANCE:

On 1/3/22, The station commander was notified that Sgt Clark would no longer be assigned to the hours of 0730-1630, but over 1630-0200 until further notice. It was further explained that Sgt Clark would continue to follow the schedule of "A-Squad", assigned to the Traffic Division, and would supplement Patrol in lieu of overtime.
On 1/4/22 Lt Keneke sent a department wide email disseminating the same information. The Actions violate Article X section 5 (a)(i) of the CBA by not providing 3 months notice to the PBA prior to instituting specialized individual shifts. This violation has unfairly cost the members of the PBA 11 hrs of overtime opportunities as of submitting this Grievance.

EMPLOYEE'S SIGNATURE: [Signature]

DATE FILED WITH ADMINISTRATOR: _____

DATE RECEIVED: _____

CITY ADMINISTRATOR'S ANSWER:

SEE ATTACHED

CITY ADMINISTRATOR'S SIGNATURE: [Signature]

DATE ANSWERED AND RETURNED TO EMPLOYEE: _____

GRIEVANCE FORM

SECOND STEP

EMPLOYEE'S ADDITIONAL COMMENTS TO ORIGINAL COMMENTS:

EMPLOYEE'S SIGNATURE: _____

DATE FILED WITH MAYOR AND COUNCIL: _____

DATE RECEIVED: _____

MAYOR AND COUNCIL'S ANSWER:

MAYOR AND COUNCIL'S SIGNATURE: _____

DATE ANSWERED AND RETURNED TO EMPLOYEE: _____



City of South Amboy

140 North Broadway • South Amboy, New Jersey 08879

Phone: (732) 727-4600

Fax: (732) 727-6139

To: Chris Norek, PBA #63 President
Fr: Glenn Skarzynski Business Administrator
Re: Grievance

January 20, 2022

I have reviewed the grievance submitted alleging a violation of Article X section 5 of the collective bargaining agreement. In summary the grievance alleges that on January 3, 2022, the Chief implemented a "specialized individual schedule" by moving Sergeant Clark.

While the collective bargaining agreement stipulates no individual shifts without 3 months' notice to the PBA in this instance the Chief, using his right of assignment, assigned Sgt. Clark to follow the pre-existing schedule of A squad. As a consequence, I find no evidence of an individualized shift assignment and thus deny this grievance.

Glenn R. Skarzynski
Business Administrator

POLICE DEPARTMENT
CITY OF SOUTH AMBOY

GRIEVANCE FORM

EMPLOYEE'S NAME: BRIAN NOBLE RANK: SGT.

DATE OF FILING: 9/8/21

FIRST STEP

NATURE OF GRIEVANCE:

ON 8/27 AND 8/28 9 HOURS OF OVERTIME WERE AWARDED TO
SUPERVISORS WITH LESS HOURS THEN THIS OFFICER.

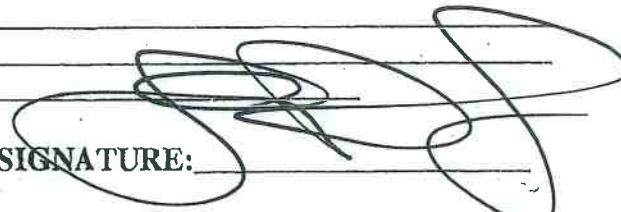
EMPLOYEE'S SIGNATURE: 

DATE FILED WITH ADMINISTRATOR: _____

DATE RECEIVED: _____

CITY ADMINISTRATOR'S ANSWER:

See ATTACHED

CITY ADMINISTRATOR'S SIGNATURE: 

DATE ANSWERED AND RETURNED TO EMPLOYEE: _____

GRIEVANCE FORM

SECOND STEP

EMPLOYEE'S ADDITIONAL COMMENTS TO ORIGINAL COMMENTS:

EMPLOYEE'S SIGNATURE: _____

DATE FILED WITH MAYOR AND COUNCIL: _____

DATE RECEIVED: _____

MAYOR AND COUNCIL'S ANSWER:

MAYOR AND COUNCIL'S SIGNATURE: _____

DATE ANSWERED AND RETURNED TO EMPLOYEE: _____



City of South Amboy

140 North Broadway • South Amboy, New Jersey 08879

Phone: (732) 727-4600

Fax: (732) 727-6139

To: Chris Norek, SOA #63 President
Fr: Glenn Skarzynski Business Administrator
Re: Grievance

January 20, 2022

I have reviewed the grievance submitted in which the SOA alleges that the customary overtime assignment policy was not followed. In speaking with Captain Matarangalo he indicated that the supervisor affected was on scheduled vacation at the time of the overtime and was thus not eligible for an overtime assignment.

Further, with regard to a specific overtime policy for the police department I have been informed by Captain Matarangalo that there is no policy aside from what is specified in the Collective Bargaining Agreement.

In conclusion I must deny this grievance as the employee in question was not eligible for overtime on the dates specified.

2116122
Part B

POLICE DEPARTMENT
CITY OF SOUTH AMBOY

GRIEVANCE FORM

EMPLOYEE'S NAME: SOA/PBA # 63 RANK:

DATE OF FILING: 1/26/22

FIRST STEP

NATURE OF GRIEVANCE:

REQUEST THE CITY HONOR PERC AR-2018-047 AND
PAGE 16 OF SOA CONTRACT.

EMPLOYEE'S SIGNATURE: [Signature] SOA

DATE FILED WITH ADMINISTRATOR:

DATE RECEIVED:

CITY ADMINISTRATOR'S ANSWER:

See ATTACHED

CITY ADMINISTRATOR'S SIGNATURE: [Signature]

DATE ANSWERED AND RETURNED TO EMPLOYEE:

RECEIVED
JAN 26 2022
BY:

GRIEVANCE FORM

SECOND STEP

EMPLOYEE'S ADDITIONAL COMMENTS TO ORIGINAL COMMENTS:

EMPLOYEE'S SIGNATURE: _____

DATE FILED WITH MAYOR AND COUNCIL: _____

DATE RECEIVED: _____

MAYOR AND COUNCIL'S ANSWER:

MAYOR AND COUNCIL'S SIGNATURE: _____

DATE ANSWERED AND RETURNED TO EMPLOYEE: _____

City of South Ambury
and
Superior Officer's Association
PERC AR-2018-047
(Kanecke and Noble)

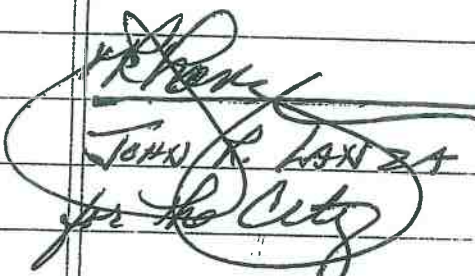
Memorandum of Agreement

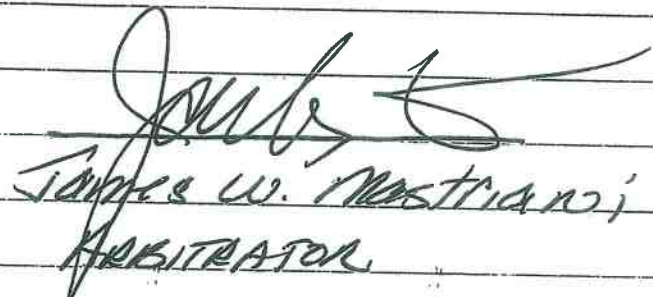
1. The City of The South Ambury Superior Officers Association agree to resolve the above grievances in full according to the following terms. The City's Agreement is subject to the approval by the Governing Body.

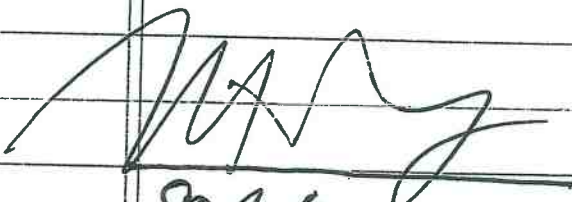
2. The sergeants and the lieutenant will receive an annual stipend of \$750.00 each, as Compacts and Full satisfaction of the above grievances and Article XI of the CNA, p. 15. rolled into base salary pay rate

3. The stipend will continue until such time as the next CNA is negotiated and signed, and if the above stipend is not resolved the issue shall remain to *during negotiation

Arbitration with James W. Mastriani,
who retains jurisdiction


John R. Lanza
for the City


James W. Mastriani
ARBITRATOR


SOA by
Michael A. Burkosty

XI. COMPENSATION FOR TEMPORARY ASSIGNMENTS

As compensation for temporary assignments Sergeants and Lieutenants will receive an annual stipend of Seven Hundred Fifty Dollars (\$750.00) each rolled into their base salary payments.

The SOA/PBA allege in the attached grievance that the City has not honored PERC decision AR-2018-047 which resulted in an MOA dated January 11, 2018. The MOA states as follows:

- 1) The City and the South Amboy Superior Officers Association agree to resolve the above grievance in full according to the following terms. The City's agreement is subject to the approval of the governing body.
- 2) The Sergeants and the Lieutenant will on an interim basis receive an annual stipend of \$750.00 each rolled in to base salary payments as complete and full satisfaction of the above grievance and Article XI of the CNA, p. 15.
- 3) The stipend will continue until such time of the next CNA is negotiated and signed and if the above stipend is not resolved during negotiations the [illegible] shall remand to arbitration with James W. Mastrianni who retains jurisdiction.

The City offers the following in response to the allegation:

- 1) The governing body did approve the MOA.
- 2) The sergeants and lieutenant did receive the specified annual stipend of \$750.00.
- 3) The annual stipend has continued and was integrated into the most recent CNA.

As the specific terms of the MOA have been met the grievance is denied.



City of South Amboy

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LAW OFFICES
LOCCKE, CORREIA & BUKOSKY

24 SALEM STREET
HACKENSACK, NEW JERSEY 07601

(201) 488-0880

FAX (201) 488-8051



RICHARD D. LOCCKE
MANUELA A. CORREIA (1948-1996)
MICHAEL A. BUKOSKY**
LAUREN P. SANDY
COREY M. SARGEANT*

* MEMBER N.Y. AND N.J. BARS
** MEMBER N.Y., PA. AND N.J. BARS

ck # 1456

OF COUNSEL
LEON B. SAVETSKY*

March 13, 2018

South Amboy PBA Local No. 63
Officer Dennis McQuade
PBA President
P.O. Box 122
South Amboy, New Jersey 08879

Mr. Brian Noble
14 Ann Terrace
South Amboy, New Jersey 08879

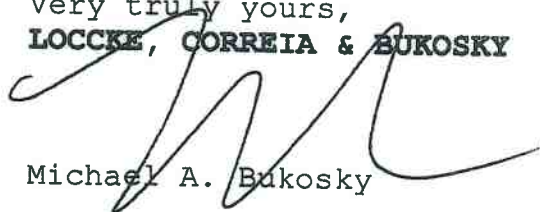
**Re: City of South Amboy
and
South Amboy PBA/SOA Local No. 63
PERC Docket Nos.: AR-2018-047, AR-2018-061
Upgrade/Compensation for Out of Title Work**

Gentlemen:

Enclosed please find a copy of a letter dated March 12, 2018, recently received in this office from Grievance Arbitrator James W. Mastriani regarding what appears to be an overdue Invoice dated January 16, 2018. If you have already paid this Invoice then please contact Arbitrator Mastriani's office at the address indicated at the top of his Statement for the opportunity to straighten this out. In the event that it has not been paid please attend to this matter as soon as possible.

If you have any questions please feel free to contact this office.

Very truly yours,
LOCCKE, CORREIA & BUKOSKY


Michael A. Bukosky

Enclosure

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CK #
1456

March 13, 2018

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Officer Dennis Mcquade
PBA President
P.O. Box 122
South Amboy, New Jersey 08879

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14 Ann Terrace
South Amboy, New Jersey 08879

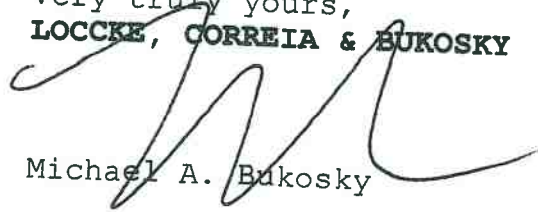
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Very truly yours,
LOCCKE, CORREIA & BUKOSKY


Michael A. Bukosky

Enclosure

James W. Mastriani

Arbitrator

VIA ELECTRONIC MAIL

March 12, 2018

Michael Bukosky, Esq.
Loccke, Correia & Bukosky
24 Salem Street
Hackensack, NJ 07601

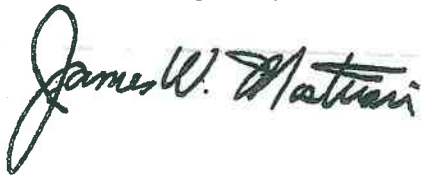
Re: City of South Amboy and PBA Local 63 (Superiors)
Docket No. AR-2018-047
City of South Amboy and PBA Local 63
Docket No. AR-2018-061
(Upgrade/Compensation for Out of Title Work)

Mr. Bukosky:

My records reflect that I have not received the PBAs' share of the arbitrator's January 16, 2018 invoice (copy enclosed) for arbitration services rendered in connection with the above captioned matter. I would appreciate it if you could forward the invoice once again to your client for payment.

Thank you for your consideration and cooperation.

Very truly yours,



James W. Mastriani

JWM/glb

Enclosure

James W. Mastriani

Arbitrator

January 16, 2018

CITY OF SOUTH AMBOY

- and -

Docket No. AR-2018-061

PBA LOCAL 63 (SUPERIORS)

ARBITRATOR'S INVOICE

1 Day of Arbitration Hearing @ \$1,800.00 Per Diem (January 11, 2018)	\$1,800.00
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Expenses: Mileage & Tolls (Sea Girt/South Amboy Round Trip)	\$ 50.00
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TOTAL	\$1,850.00
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EACH PARTY'S SHARE:

<u>City of South Amboy</u>	\$925.00
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<u>PBA Local 63 (Superiors)</u>	\$925.00
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Arbitrator's SSN: 140-36-5664

LAW OFFICES

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24 Salem Street
Hackensack, NJ 07601

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COREY M. SARGEANT*

* MEMBER OF NY AND NJ BARS
+ MEMBER OF PA AND NJ BARS

OF COUNSEL
LEON B. SAVETSKY*

January 31, 2018

File #: 1553-001

Inv #: 13064

Officer Steven Clark, President
South Amboy PBA Local No. 63
PO Box 122
South Amboy, NJ 08879

RE: South Amboy PBA Local No. 63

FOR PROFESSIONAL SERVICES RENDERED:

Upgrade/Proper Compensatoin for Out-of-Title Work

1/8/18	Preparation for grievance and meeting with PBA representatives in South Amboy	3.00
1/10/18	Preparation for arbitration	2.75
1/11/18	Preparation for and attendance at arbitration in South Amboy before Arbitrator Mastriani	6.00

Subtotal 11.75

TOTAL HOURS

11.75

TOTAL FEES

\$2,232.50

TOTAL DUE AND OWING ON THIS INVOICE

\$2,232.50

BALANCE NOW DUE

\$2,232.50

(PLEASE RETURN ENCLOSED COPY WITH PAYMENT)

PAYMENT IS REQUESTED WITHIN THIRTY (30) DAYS OF BILLING

JANUARY 11, 2017

City of South County
and
PBA Local 63
PERC AR-2018-061
(BESUER)

MEMORANDUM OF AGREEMENT

1. The City and PBA Local 63 agree to resolve the above captioned grievance in Full according to the following terms. The City's agreement is subject to approval by the governing body.
2. Patrolman Robert Besser shall receive a total of Fifteen (15) days restored to his leave time. The days shall be eight (8) sick days and seven (7) compensatory days.
3. This agreement is without precedent or prejudice and not admissible in any other proceeding except for any dispute over its implementation at which time this arbitration shall retain jurisdiction.


CITY
Paul A. Horta
Acting Director


PBA Local 63


ARBITRATOR

City of South Omaha
and
Superior Officer's Association
PERC AR-2018-047
(Kanecke and Noble)

Memorandum of Agreement

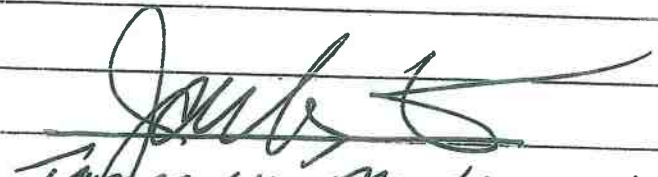
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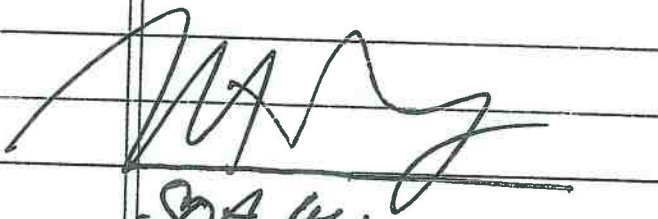
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Arbitration with James W. Mastriani,
who retains jurisdiction


John R. Lanza
for the City


James W. Mastriani;
ARBITRATOR.


SOA by
Michael P. A. Burkosky

(15)

MAY 17, 2018 CITY OF SOUTH AMBOY'S RESPONSE TO LOCAL 63 PBA/SOA
ASSOCIATION PROPOSALS AND THE CITY'S PROPOSALS

Response:

1. Wage Increase:

- A. The Associations' proposal for a 3 ½% wage increase is rejected and the following is proposed: 2018: 0%; 2019: 1%; 2020: 1%.
- B. The Associations' proposal for a senior officer step to be paid to employees with 24 years or more of creditable pension service is rejected.
- C. Detective Differential: rejected.

2. Article IV Uniforms:

The Associations' request for an annual stipend of \$250.00 is rejected. The City negotiated this benefit out of the contract and added it into wages, which are subject to any percentage increase.

3. Medical Benefits:

The Associations' proposal to modify the current amount of deductions made for health care premiums for top end contributors to a maximum of \$9,000.00 is rejected.

CITY'S PROPOSALS:

1. The Collective Negotiations Agreement (CNA) shall have a three year term, January 1, 2018 to December 31, 2020.

2. Medical Benefits:

- A. Delete Paragraph 1 and replace it with Paragraph 4 as follows:

BC/BS

4. A. The City shall provide health and prescription drug insurance under the NJ State Health Benefits Plan (SHBP).

B. Under the State Health Benefits Program, the retiree and/or dependent spouse shall comply with the retiree enrollment and coverage of SHBP and be enrolled in both Medicare Part A (hospital insurance) and Part B (medical insurance) at the retiree's/dependent's spouse costs.

C. The Employee's deductibles and co-pay obligations shall be governed by the plan chosen by the Employee.

D. The maximum SHBP prescript drug co-payments for Employees, except those enrolled in "Traditional", will be as follows:

Generic	\$10.00
Preferred Brands	\$15.00
All Other Brands	\$20.00

E. If an Employee chooses the "Traditional" prescription plan, he/she is responsible for the twenty (20%) percent co-payment

B. Paragraph 2p3(SOA) and Paragraph 2p3(PBA) add: "... but, as to active Employees, the surviving spouse and children will have continued medical coverages to the extent that the Employee's plan extends any continued medical coverages to them as of the date of the active Employee's death."

TERMINAL LEAVE:

Payment for accumulated unused sick leave shall be capped at \$15,000.00 pursuant to N.J.S.A. 11A:6-19.2, for employees hired after May 21, 2010.

LONGEVITY:

Longevity shall be eliminated with the qualified employee's longevity entitlement for 2018 rolled into his/her 2018 salary.

SALARIES:

The City proposes the following steps pursuant to the PBA grid:

New hires

8th year and 9th year to maximum upon completion of 108 months.

COMPENSATION FOR TEMPORARY ASSISNMENTS: Delete and replace with:

For the purpose of this agreement, if any Employee is temporarily assigned to a higher job classification, the employee shall be compensated at the upgraded hourly rate.

Exists


Corrections:

SOA CNA – Article II, par. 6B, page 5: change "PBA" to "SOA".

PBA CNA – Article X, par. 20, page 18: change "Officers" to "Officer".



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Business Administrator