



City of South Amboy

140 North Broadway • South Amboy, New Jersey 08879

Phone: (732) 727-4600

Fax: (732) 727-6139

Memo

To: Dennis McQuade

From: Glenn Skarzynski

cc: Darren Lavigne, Police Chief
Steven Clark/South Amboy PBA #63
Brian Noble/South Amboy SOA #63
Francis M. Womack III, Esq.

Date: December 18, 2019

Re: Grievance

I am in receipt of your grievance dated September 30, 2019 in which you allege that on November 26, 2019 representatives of the Middlesex Water Company contacted the City vendor, Off Duty Solutions, to schedule utility work which would require the presence of a police officer due to an excavation. You further state that Off Duty Solutions did not send the required notification to staff the position.

Off Duty Solutions will endeavor moving forward to ensure that timely notification of off duty police work is sent as required per the provisions of our agreement.

As there was no allegation of any violation of the provisions of the collective bargaining agreement the grievance is denied.

STBP 1



April __, 2020

VIA EMAIL ba@southamboyntj.gov

Glenn Skarzynski

Administrator

The City of South Amboy, NJ

140 North Broadway

South Amboy, NJ, 08879

Re: City of South Amboy

and

South Amboy PBA/SOA Local 63

Grievance / Unilateral Changes to Work Schedule and Overtime

Dear Administrator Skarzynski:

The South Amboy PBA Local 63 (PBA and SOA) reaffirms its position that during this time of exigency the PBA remains fully committed to the safety and welfare of the City and reaffirms its position that it is ready and willing to work with the City and its administration in any way possible to address the health epidemic.

On March 25, 2020 the PBA emphasized that it is willing to meet with the City to discuss possible modifications to the work schedule and overtime provisions within the contract to address the exigency at hand. Unfortunately the City has failed to respond to the invitation offered by the PBA/SOA and has instead chosen to act unilaterally to alter certain provisions within the contract involving work schedule and overtime. Accordingly, would you please allow this letter to serve as a formal grievance concerning the unilateral changes to work schedule and overtime. In particular the contract provides that the work schedule shall remain static and that any work performed outside of the usual shift (on call or otherwise) will be compensated with enhanced pay and/or compensatory time. The City has failed to implement either the proper pay for such individuals nor has it provided appropriate compensation/comp time for work performed.

Would you please consider this grievance to be a class

grievance and a joint grievance (PBA/SOA) on behalf of all affected unit members and a continuing violation. The PBA/SOA requests that all effected unit members be made whole in every way and requests contract compliance with the work schedule and overtime clauses within the contract.

As stated, the PBA/SOA is willing to sit down with the City at any time to discuss this matter and to work out a practical resolution. We would note that all of the surrounding towns, and indeed dozen of municipalities throughout the State, have all worked with their PBA units to mutually agree to a reasonable schedule which recognized the interests of both PBA unit members as well as the City. The City in this case has chosen not to accept the PBA's invitation to negotiate these changes but rather has unilaterally implemented changes to working conditions which are in conflict with the current Collective Bargaining Agreement. We would note that the City has taken a position in which it has also unilaterally established other working conditions despite the fact that the PBA has been and is willing to negotiate same with the City.

If the City desires to hold this grievance matter in abeyance pending some time in the future when the exigency has dissipated, the PBA is willing to do so, provided the City notifies the PBA/SOA in writing to accomplish same in accordance with the mutual goals between the parties.

Please note that the PBA remains willing to discuss all issues concerning this grievance and all current working conditions and we invite the City to sit down with the PBA to discuss same at any time.

We thank you in advance for your kind attention to these matters and request that you respond in accordance with the ordinary contractual procedures.

PBA Local 63 and PBA/SOA Local 63



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PBA/SOA Local 63
140 North Broadway
South Amboy, NJ, 08879

June 2, 2020

Dear PBA/SOA,

I am most grateful for your reaffirmation to the safety and welfare of the City particularly with regard to the pandemic. The commitment of the members of your organizations is noted, appreciated, and never questioned.

In the class action grievance contained in your email there appears to be two distinct issues. First, the temporary schedule change and second, compensation for overtime. Each of these matters are addressed in the collective bargaining agreement.

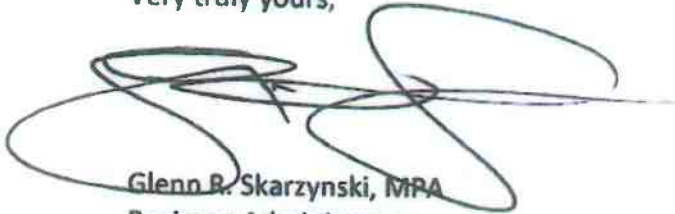
As you are aware, the temporary schedule issue was grieved and denied at both the first and second step. If the matter proceeds to arbitration we will continue to maintain that specific contract language contained in Article X, section 18 permits such a temporary measure.

Regarding overtime we were informed by police administration that due to the schedule change PBA/SOA members were due a certain amount of overtime compensation as the new schedule required hours worked in excess of the 40-hour average.

As indicted in my memo of May 8, 2020 [enclosed] Article X, section 2 of the collective bargaining agreement states that "All Police Officers covered by this Agreement shall receive pay for all time worked over an average of forty (40) hours per week at a rate of on and one-half (1 ½) times their hourly rate". Because of this contractual obligation the City calculated the hours worked more than the forty-hour average and determined that PBA/SOA members were due 4.46 hours of overtime pay per pay period. The payroll department was directed to make the required adjustment and retroactive payment to affected employees in paychecks issued May 28, 2020.

The City has implemented proper pay and provided proper compensation/comp time for work performed in accordance with the specifics of the collective bargaining agreement. Consequently, I must deny this grievance.

Very truly yours,

A handwritten signature in black ink, appearing to be "G. Skarzynski", with a large, sweeping flourish extending to the right.

Glenn B. Skarzynski, MPA
Business Administrator



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Memo

To: Officer Steve Clark/PBA President
Sergeant Brian Noble/SOA President

From: Glenn Skarzynski

cc: Dan Balka

F. M. Womack Esq

Payroll

Date: May 8, 2020

Re: Overtime Compensation

It has been brought to our attention by the police administration that on the current temporary schedule which was employed in response to the National Pandemic, personnel assigned to the 3-day 12 hour shift rotation are working additional hours beyond what would normally be required on their typical rotation. Article X, section 2 of the collective bargaining agreement states that "All Police Officers covered by this Agreement shall receive pay for all time worked over an average of forty (40) hours per week at a rate of one and one-half (1 ½) times their hourly rate.

Calculations by the CFO indicate that under the current temporary schedule Officers working scheduled 12-hour shifts are working 4.46 hours per pay period beyond what they would normally work. As a result, starting with the pay period in which the temporary schedule was initiated and until those personnel on 12-hour shifts return to their normal work schedule they shall be paid 4.46 hours of overtime pay per pay period. The adjustment and required retroactive pay will be in paychecks issued May 28, 2020.

Please be aware that this adjusted payment of the additional 4.46 hours of overtime per pay period arises solely, is temporary, and in response to the pandemic emergency, and shall cease when the Department returns to their customary shift assignment.