

A G R E E M E N T

between the

CITY OF LINWOOD

ATLANTIC COUNTY, NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

MAINLAND LOCAL NO. 77

(SUPERIOR OFFICERS)

JANUARY 1, 2016 through DECEMBER 31, 2021

Final Agreement – 5/27/16

PLOTKIN ASSOCIATES, L.L.C.

Specializing in Public Sector Labor Relations

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2016,
by and between the CITY OF LINWOOD, in the County of Atlantic, a Municipal Corporation
of the State of New Jersey, hereinafter called the "City," and NEW JERSEY STATE
POLICEMEN'S BENEVOLENT ASSOCIATION, INC., MAINLAND LOCAL NO. 77
(Superior Officers) representing the Captains and Lieutenants of the Linwood Police
Department, hereinafter referred to as the "Employees."

ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provision of Chapter 123, Laws of 1974 (N.J.S.A. 34:13A-5.1, et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and the Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Linwood and the Employees covered by this Agreement.

ARTICLE II
INTERPRETATION

IT IS THE INTENTION of the parties that this Agreement be construed in harmony with the laws of the State of New Jersey, the Ordinances of the City of Linwood and the Rules and Regulations of the Police Department.

THE CITY recognizes Mainland PBA Local #77 (Superior Officers) hereinafter referred to as "the Association," as the exclusive negotiating agent and representative of the Captains and Lieutenants of Police.

THE CITY OF LINWOOD agrees that the Association has the right to negotiate as to rate of pay, hours of work, fringe benefits, working conditions, safety of equipment and all other related matters.

ARTICLE III
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by any individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. With respect to employee grievances, no grievance may proceed beyond Step Four herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporation by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Four herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The aggrieved or the Association shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within ten (10) work days after the initial discussion with the Chief of Police pursuant to Step 1, the employee or the Association may present the grievance in writing within ten (10) work days thereafter to the Chief of Police or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within ten (10) work days of receipt of the written grievance.

Step Three: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Mayor within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in

dispute. The Mayor shall respond, in writing, to the grievance within twenty (20) work days of the submission.

Step Four: If the Association wishes to appeal the decision of the Mayor, such an appeal shall be presented in writing to the City Council within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Council shall respond, in writing to the grievance within thirty (30) work days of the submission. City Council may act as a whole, or by the President of Council or his designee in the sole discretion of the President.

Step Five: If the grievance is not settled through Steps One, Two, Three and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within ten (10) work days after receipt of the response form the City Council. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify,

detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the Mayor, the designated Association Representative shall be permitted as members of the Grievance Committee to confer with the employees and the City and specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Linwood Police Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE IV

NON-DISCRIMINATION

The City and the Association agree that there shall be no discrimination against any employee because of sex, creed or racial origin with respect to employment or opportunities for improvement of jobs or as a condition of employment. The City further agrees it will not interfere with nor discriminate against any employee because of membership in or legitimate activity on behalf of the Association.

ARTICLE V

DEDUCTION OF PBA DUES

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City Clerk.

E. Any such written authorization may be withdrawn at any time by filing notice of such withdrawal with the City Clerk. The filing of notice of such withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.Oe, as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment.

J. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification or the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

M. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the City after it had satisfied itself that the Association is a proper majority representative.

ARTICLE VI
MANAGEMENT RIGHTS

A. The City of Linwood hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, and following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedures and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, and subjects to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and the laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE VII
POLICEMEN'S BILL OF RIGHTS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. Any formal fact-finding interview or interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The formal fact-finding interview or interrogation shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any formal fact-finding interview or interrogation of that member commences, when disciplinary action is contemplated. Sufficient information to reasonably apprise the member of the allegation shall be provided. If it is known that the member of the force is being questioned as a witness only, he shall be so informed at the initial contact.

4. The formal fact-finding interview or interrogation shall be reasonable in length. Reasonable respite shall be allowed.

5. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and of the State of New Jersey and immediately be permitted to consult with counsel of his own choosing prior to any questioning taking place. Reimbursement of counsel costs, if any, will be in accordance with New Jersey Statutes.

6. Members shall not be suspended or suffer any loss in benefits until after said member has had a disciplinary hearing and has been found guilty, except in cases of a severe nature, when the Chief deems the suspension of the member an immediate necessity for the safety of the public or the welfare of the Department, or pursuant to Section 6:2 of the City of Linwood Police Department Rules and Regulations. The Chief shall immediately submit a report explaining such action to the Mayor and a copy of said report shall be made available to the member upon submission to the Mayor.

B. A member who is the subject of a disciplinary investigation may not be required to prepare reports other than reports filed in the normal course of business which deal with the subject matter of the investigation, until after he has had reasonable opportunity to consult with his own counsel.

C. Nothing herein shall be construed to deprive the Department or its' officers to conduct the routine and daily operations of the Department.

D. Discipline shall be grievable and arbitrable in accordance with and pursuant to law.

ARTICLE VIII

WORK WEEK

A. A work week as defined in this Agreement shall be one consisting of forty (40) hours per week as presently outlined in the work schedule of the administrative members of the Police Department of the City of Linwood.

B. Overtime

1. Overtime shall consist of all hours in excess of a normal work week, as defined in this Agreement.

2. All employees covered by this Agreement shall, in addition to their base salaries, be paid one and one half times their straight time hourly rate of pay, computed on a 40-hour work week, including longevity, for all overtime hours worked. Any employee called into duty during his normal time off shall receive a minimum of one (1) hour overtime for non-emergency incidents and four (4) hours overtime for those incidents of a critical nature as determined by the Chief of Police. Employees called in for any incident during a time that the employee is on a scheduled vacation shall receive a minimum of four (4) hours of overtime. Employees who work a non-City related detail shall receive a minimum of four (4) hours at the agreed upon contractor's rate.

All overtime earned each quarter shall be paid no later than the second pay following the end of the quarter. Bargaining unit members at their sole option shall be compensated for overtime at time and one-half (1½) by cash payment or the equivalent in compensatory time or

a combination of cash and compensatory time in any pay period. However, compensatory time shall not exceed 96 hours, of which a maximum of 48 hours may be banked during the life of this Agreement. Compensatory time will be taken in a minimum of one-half ($\frac{1}{2}$) hour blocks of time. If a bargaining unit member is not able to utilize any portion of the 48 hours of unbanked compensatory time by December 31st, the bargaining unit members shall receive cash payment for the remaining compensatory time in the bargaining unit member's first pay check in January of the New Year.

ARTICLE IX

HOLIDAYS

A. All employees covered by this Agreement shall receive thirteen (13) paid holidays. Said holidays shall be awarded as days off in addition to the Employee's annual vacation and shall be given at any time during the calendar year upon the employee's request, provided the employee shall have the approval of the Chief of Police or his designee. Such days may be taken consecutively any time during the calendar year.

B. The following holidays will constitute the thirteen (13) holidays:

- | | |
|--------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin L. King, Jr. | 8. Columbus Day |
| 3. Washington's Birthday | 9. Election Day |
| 4. Good Friday | 10. Veteran's Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Day after Thanksgiving |
| | 13. Christmas Day |

C. In the event the City or the Mayor close the offices in City Hall for any reason, employees covered by this Agreement shall receive an administrative day off for each day the City's offices are closed at the rate of hour for hour.

ARTICLE X

VACATIONS

A. An employee during his first year of employment shall be entitled to one (1) working day's vacation for each month of service up to and including December of his initial year. Thereafter, he shall be entitled to a paid vacation according to the following schedule:

Ten to fifteen years of service20 working days
Sixteen to twenty years of service23 working days
Twenty-one to twenty-five years of service26 working days
Twenty-six to thirty years of service27 working days

B. Any current rank and file officer promoted into this bargaining unit on or after 1/1/13 shall be entitled to a paid vacation according to the following schedule:

Ten to fifteen years of service20 working days
Sixteen to twenty years of service23 working days
Twenty-one to twenty-five years of service26 working days
Twenty-six to thirty years of service27 working days
For New Officers hired in the Department after 1/1/13.....	.26 working days

C. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which

they are normally scheduled to be off that fall during the vacation time period shall not be computed as part of the vacation.

D. Request for vacation shall be approved by the Chief of Police or his designee pursuant to General Rules, Regulations and Policies.

E. **Use of Accrued Vacation**

The employee may use accrued vacation in increments of one (1) hour by making the necessary arrangement with the supervisor. An employee may accrue vacation only to the following limits:

<u>YEARS OF SERVICE</u>	<u>MAXIMUM VACATION ACCRUED</u>
Through 9 complete years of continuous years of service	160 hours or 20 days
Beginning the tenth year of continuous service through 14 complete years of service	240 hours or 30 days
Beginning the fifteenth year of continuous service & thereafter	320 hours or 40 days

ARTICLE XI
PERSONAL DAYS

- A. Three (3) additional days a year of leave may be used for personal, business, household or family matters described in this Section and will be non-accumulative.

- B. Business means an activity that requires the Police Officer's presence and is of such a nature that it cannot be attended to at a time outside of the workday.

- C. Personal, household or family refers to matters when a Police Officer's absence from duty is necessary for the welfare of the Police Officer or his family.

- D. Personal days are in addition to and are not to be deducted from vacation, holidays, comp. or sick leave days.

- E. It is the intent of this Article to make every effort to grant the personal day to the officer requesting same by the officer in charge.

- F. Officers terminating their employment with the City or having their employment with the City terminated by the City shall be entitled to be paid for all personal days not used.

- G. Personal days cannot be used to extend holidays or vacations and must be approved by the Chief of Police.

ARTICLE XII

LEAVES

A. Sick Leave

1. Definition

Sick leave is hereby defined to mean absence from post of duty of any employee because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's family, seriously ill, requiring care or attendance of such employee. A doctor's certificate may be required as sufficient proof of the need for leave by the employee after five (5) consecutive days' sick leave. In case of an illness of chronic or recurring natures causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave by the employee, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absence from employment.

2. Accumulation

Every person covered by this Agreement shall, in addition to his or her paid vacation, be granted sick leave as defined in Section 1 above, with pay for not less than one (1) working day for every month of service during the first calendar year or employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if

and when needed, provided that the City shall not require any of its employees who may be disabled either through injury or illness as a result of, or arising from his respective employment, to utilize the sick leave accumulated under this Section.

3. **Medical Certificates**

In the event of suspected abuse of sick leave, the City reserves the right to request a medical certificate from a doctor at the City's expense, should an employee absent himself from duty in excess of five (5) days or where a pattern of excessive absence has occurred.

4. **Pay Upon Termination – Sick Leave**

a. Upon separation from service for any reason except termination for disciplinary infractions, current employees shall receive payment at their last rate of pay for fifty percent (50%) of their accrued and unused sick leave time up to a maximum of \$15,000. Any officer promoted into this bargaining unit shall be capped at the amount accrued at time of promotion if above \$15,000. If such accrued amount is less than \$15,000, said officer can accrue additional time and value up to a maximum of \$15,000 and then be capped at \$15,000. New hires to the department after 1/1/13 will be capped at \$15,000. No employee shall be entitled to such pay unless he has served a total of ten (10) years.

b. If payment is requested by the employee, such payment shall be made by the City by continuing bi-weekly payments to the employee until the earliest time in

which the remaining accumulated sick, holiday and vacation days can be paid in a lump sum, if applicable.

5. **Terminal Leave**

a. Current bargaining unit members (Doug Carmen) may elect to utilize up to a maximum of seventy-five (75) days of their accumulated sick leave as terminal leave prior to their effective date of retirement. Any officer promoted into this bargaining unit shall be capped at 50% of the amount/value accrued at time of promotion if above \$15,000 for use as terminal leave. If such accrued amount is less than \$15,000, said officer can accrue additional time and value up to a maximum of \$15,000 and then be capped at \$15,000. The value of any terminal leave for employees excepting the current unit employees shall not exceed a total of \$15,000. New hires to the department after 1/1/13 will be capped at \$15,000. No employee shall be entitled to utilize terminal leave unless he has served a total of ten (10) years.

b. If terminal leave is engaged, the City shall maintain the Officer as an employee on a full paid leave of absence basis until the certified time has expired.

6. **Pay upon Termination – Holidays/Vacation Days**

Upon the proffer of “a notice to retire” by an employee covered by this Agreement, said employee shall receive payment of 100% of all accumulated and unused holidays and vacation days.

7. **Permanent Disability**

Upon the permanent disability of the employee, the employee shall receive payment of 100% of all accumulated sick days, not to exceed 200 days and 100% of all accumulated and unused holidays and vacation days.

8. **Death of Employee**

The spouse, or estate if there is no spouse, of any employee covered by this Agreement, shall continue to be paid in bi-weekly payments for 100% of all accumulated and unused sick, vacation, and holiday days. Such payments shall be made by the City by continuing bi-weekly payments to the spouse or estate until the earliest time in which the remaining accumulated sick, vacation, and holidays can be paid in a lump sum, if applicable.

9. **Resignation**

Upon the resignation of an employee at anytime prior to retirement the employee shall receive payment of 50% of all accumulated and unused sick days not to exceed \$15,000 and 100% of all accumulated and unused vacation and holidays.

10. **Discharge for Disciplinary Reasons**

Upon the discharge of an employee for disciplinary reasons the employee shall not be entitled to payment for any accumulated sick days, vacation days, or holidays.

11. Upon promotion of an employee to a superior officer, all accumulated and unused sick leave time previously earned shall be carried over into the Superior Officers' Agreement.

12. Sick leave shall accrue at the rate of fifteen (15), eight (8) hour working days, during every year of employment and shall accumulate from year to year. However, no employee shall be entitled to accumulate more than a total of two hundred twenty-five (225) eight (8) hour days of sick leave.

B. **Funeral Leave**

1. Special leave of absence with pay up to a maximum of four (4) working days shall be granted to any employee in case of death within the immediate family, provided that said employee attend the funeral.

2. The term "immediate family" shall include only father, mother, step-parent, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, grandchild, foster child of an employee and members of the immediate household.

3. The special leave period is for the sole purpose of arranging and attending funeral services; such special leave may be extended without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

C. **Injury Leave**

1. Injury leave shall be granted with full pay to employees temporarily disabled through injury, illness or exposure to contagious disease, as a result of, or arising from their respective employment.

2. Any amount of salary or wages paid or payable to employees because of leave pursuant to Section 1 above, shall be reduced by the amount of workmen's

compensation awarded by Chapter 15 of Title 34 of the Revised Statutes made for disability because of the same injury or illness requiring such leave.

3. An Employee who is permanently disabled as a direct and proximate result of his employment with the City as a police officer as set down within the guidelines of the Police and Fireman Retirement System of the State of New Jersey, will continue to have the City pay in full all premiums for Blue Cross/Blue Shield coverage or the prevailing plan. In addition, the Eye, Dental and Prescription Plans or the prevailing plans at the time of said disability for employee and eligible dependents after 20 years of service with the Linwood Police Department.

E. **Limitations of Leave**

No leave of absence or combination of leave of absence for any cause whatsoever shall exceed one (1) year. Such employee so absent shall be automatically separated from the Department on the first anniversary date from the date such absence began. The City may, in its discretion, extend such absence indefinitely.

ARTICLE XIII
SALARY & LONGEVITY

A. BASE SALARY

The base salaries for employees covered by this Agreement shall be effective on January 1 of each year and shall be paid bi-weekly according to the following schedule:

	Effective	Effective	Effective	Effective	Effective	Effective
	<u>*1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>
	(0%)	(0%)	(1.5%)	(2%)	(2%)	(2%)
CAPT.	\$111,296	\$111,296	\$112,965	\$115,225	\$117,529	\$119,880
LT.	\$106,167	\$106,167	\$107,760	\$109,915	\$112,113	\$114,355

*Salary includes the roll-in of \$600.00 in lieu of maintenance allowance.

B. LONGEVITY

1. Officers employed by the City and covered by this Agreement or the Rank and File Agreement on December 31, 2012 shall be paid in addition to his base salary, additional compensation of \$175.00 for each year of service to the City of Linwood up to a maximum of \$4,025.00.

2. Longevity pay shall be applied on the basis of the officer's anniversary date of employment and shall be paid bi-weekly together with, and in addition to, the Officer's base salary and shall be included for pension purposes.

3. Longevity shall be eliminated for all officers hired by the City on or after January 1, 2013.

C. RETROACTIVITY

It is agreed that any member of the bargaining unit that severs his/her employment relationship with the City after the expiration date of the current Agreement and during the pendency of negotiations for a successor agreement shall be entitled to any retroactive salary and benefits due him for the period of time that he was actively employed.

ARTICLE XIV

ACTING OFFICER

Any employee who shall have been serving in the capacity of senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of fifteen (15) calendar days, shall thereafter be entitled to compensation appropriate to such officer for the time so held, but said employee shall revert to his former rate of pay when returned to his former position.

ARTICLE XV

HOSPITALIZATION INSURANCE

A. Hospitalization/Major Medical Insurance

1. The City agrees to provide the New Jersey Health Benefits Program, NJ Direct 10 hospitalization insurance plan* for all employees covered by this Agreement, at the City's own expense with contributions from the employee as provided for herein.

2. The City agrees to pay for major medical insurance for the employee and family with contributions from the employee as provided for herein.

3. Employees shall be required to contribute to the costs of the Health Insurance Plan as may be mandated by law, including P.L. 2011, Chapter 78 and shall replace and not be in addition to any other contribution. Such payments shall be withheld in equal installments throughout the year from an employee's pay checks. The City shall establish and adopt a Section 125 Plan including a Flexible Spending Account so that said contributions would be "pre-tax".

4. The City agrees to continue to provide the Prescription Plan, Dental Plan and Optical Plan in effect on December 31, 2012.

B. 1. **Employees Hired Prior to the Date of the Signing of this Agreement**

The City further agrees to provide the New Jersey State Health Benefits Program, NJ Direct 10 Plan, Optical, Dental and Prescription Plans or equivalent plans agreed upon by both parties to the Employee and his eligible dependents after twenty-five (25) years of service with

the City. The interpretation of this Section will be consistent with past practices. Retired employees will maintain hospitalization coverages and other health benefits in said contract at time of retirement. The City will continue to pay all group health insurance benefits until said employee becomes eligible for Medicare, Medicaid and provided that he/she qualifies for Medicare and Medicare Supplemental Insurance, the City will pay for the Supplemental Insurance for said employee with Medicare being the Primary Insurer and in addition will continue Prescription, Optical and Dental Insurance. Contingent upon the law of insurance of this state, the City agrees to continue medical coverages for an officer and his family if an officer becomes retired because of a work related medical disability after twenty (20) years of service with the Linwood Police Department.

* including unlimited therapy services ie; chiropractic, physical, speech and cognitive.

2. **Employees Hired On or After the Date of the Signing of this Agreement**

Any employee hired on or after the date of the signing of the Agreement shall not receive health insurance provided and paid for by the City upon their retirement as long as they are eligible to enroll for and receive health insurance upon retirement under Chapter 330 provisions. Should enrollment or eligibility under Chapter 330 provisions either be not available or such enrollment or eligibility prohibited by law or regulation, then the City shall revert back to the current provisions and provide such health insurance under the current contractual provisions specified in Article XV, Paragraph B, (SOA - 2012-2015 contract) and in addition will continue Prescription, Optical and Dental Insurance.

* including unlimited therapy services i.e., chiropractic, physical, speech and cognitive.

ARTICLE XVI

CLOTHING/MAINTENANCE ALLOWANCE

A. Effective January 1, 2016

1. Each officer shall receive an annual allowance of six hundred-fifty dollars (\$650.00) for the purchase/replacement of uniforms, clothing and equipment. Payment for such items shall be made through a purchase order system of the City or if not possible, through direct reimbursement to the officer upon presentation of receipts.

B 1. If an employee loses or damages any equipment while on duty, and such loss or damages is not due to negligence or carelessness, and said employee wishes to file a claim for reimbursement, said claim must be filed with the Chief of Police within twenty-four (24) hours of the occurrence.

2. The City agrees to respond to any claim within thirty (30) days, as to whether or not the City accepts responsibility and liability for replacement, whether or not the City will agree to replace the equipment, and the availability and time frame for replacing said equipment if the City accepts liability for the replacement. Each claim shall be addressed and evaluated on a case by case basis.

3. The City agrees to bear the cost of replacement for equipment lost or damaged if said loss or damage occurs while the employee is acting in his line of duty and is not due to negligence or carelessness. Each claim shall be addressed and evaluated on a case by case basis.

ARTICLE XVII

COLLEGE INCENTIVE PROGRAM

A. The City and Association agree that employees covered by this Agreement who have received a Baccalaureate Degree from an accredited college, in a subject area related to that employee's position, shall be compensated as follows:

Baccalaureate Degree \$1,600.00

B. Said compensation shall be continued from year to year and shall be paid bi-weekly together with and in addition to an officer's base salary and shall be included for all pay computations and pension purposes.

ARTICLE XVIII

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, Ordinances, Rules and Regulations of the Police Department of the City, and any present or past benefits which are enjoyed by employees covered by this Agreement, that have not been included in the contract, shall be continued.

ARTICLE XIX

SAVINGS CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable state law, such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement. However, such provisions as are ruled to be illegal or unenforceable shall be deemed to have been struck from this Agreement.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. The City agrees to grant time off without loss of regular straight-time pay to any employee whose presence is necessary at any mutually scheduled negotiations session, grievance hearing or proceeding, PERC proceeding, or any other meeting jointly scheduled.

B. It is specifically understood that the employees so designated under Section A shall not switch tours in order to receive pay for the purpose of attending said meetings under this Article; and it is also specifically understood that if any of such meetings occur on a non-scheduled period, the employee shall receive no pay.

C. Notification of Changes

In addition to the City's legal obligation to negotiate any change in terms and conditions of employment, the City agrees to give prior notification to the PBA of any contemplated introduction of, changes to, modifications to or additions to any policy and/or ordinance which may affect or impact officers prior to any implementation.


ARTICLE XXI

DURATION OF AGREEMENT

- A. This Agreement shall be in full force and effect as of January 1, 2016 through midnight, December 31, 2021.
- B. The parties agree that negotiations for a successor agreement and modifying, amending or altering this Agreement shall commence no later than September 1, 2021.
- C. It is further agreed by the parties that the Association is seeking a successor agreement commencing on or before September 1, 2021 and that this Agreement shall remain in full force and effect until a successor agreement for 2022 is reached.

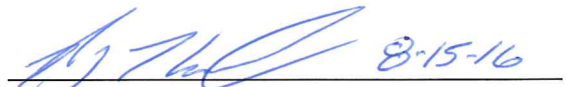
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal at the City of Linwood, New Jersey on this 15TH day of AUGUST, 2016.

**FOR THE CITY OF
LINWOOD:**


**RICHARD L. DePAMPHILIS, III,
MAYOR**



**FOR NEW JERSEY MAINLAND
PBA LOCAL #77 (Linwood SOA):**

 8-15-16
**RAY THERIAULT
PRESIDENT**


**JOHN HAMILTON
SHOP STEWARD (SOA)**

*PBA SOA Negotiations Committee:
John Hamilton
Jason Weber*

5/27/16

