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A G R E E M E N T

Between

CITY OF LINDEN, NEW JERSEY

and

LINDEN P.B.A. LOCAL #42

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JANUARY 1, 1977 through DECEMBER 31, 1978

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ZAZZALI, ZAZZALI & WHIPPLE  
Gateway T  
Newark, New Jersey 07102

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ARTICLE I

PARTIES TO AGREEMENT

This is an agreement made this            day of            , 1977 between the CITY OF LINDEN, (hereinafter referred to as "CITY,") a Municipal Corporation, situated in the County of Union and State of New Jersey, and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #42, (hereinafter referred to as "P.B.A."), situated in the City of Linden, County of Union and State of New Jersey, representing the full time sworn employees of the Police Department of the City.

ARTICLE II

AREA OF NEGOTIATION

The City and the P.B.A. recognize that cooperation between the City and the members of the Police Department is necessary to accomplish the purposes for which the Police Department has been established and that such cooperation rests squarely on mutual understanding arrived at through collective negotiation. Therefore, the City hereby agrees that the P.B.A. has the right to negotiate as to rates of pay, hours of work, fringe benefits, other working conditions, and procedures for the settlement and resolution of disputes and grievances.

## ARTICLE III

### RESPONSIBILITY OF PARTIES TO THIS AGREEMENT

#### Section 1 - Unit to be Recognized

The City hereby recognizes the P.B.A. as the exclusive majority representative within the meaning of N.J.S. 34:13A-1.1, et seq., as amended, of all permanent police officers and police signal system superintendent linemen M/W employed by the City, excluding the Chief of Police. Should a dispute arise as to the employees who constitute an appropriate unit, the Public Employment Relations Commission of New Jersey or its designee shall investigate and resolve such dispute on its merits.

#### Section 2 - Responsibility of Parties

The City and the P.B.A. on behalf of its members accept responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes. The P.B.A. will not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form, nor sanction any members leaving pending settlement of issues and disputes. The City and the P.B.A. will not, during the term of this Agreement, change any provision set forth herein; nor will the City in any manner cause, order, approve, participate in, or condone any lockout.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1 - Hours of Work

A. The hours of employment for all members of the Police Department of the City who are or may be assigned to the Patrol Division shall be as follows:

1. Four (4) consecutive days on duty followed by two (2) consecutive days off duty provided that no Police Officer shall be scheduled to work more than eight (8) hours in any one day or more than forty (40) hours in any calendar week.

2. Except as modified as below, each Officer who is or shall be assigned to the Patrol Division shall work three (3) tours of duty, i.e., a day shift, an afternoon shift and a night shift. Each Officer's tour of duty shall change on a weekly, rotating basis so that each Officer shall work each of the aforementioned tours during each three (3) week period.

3. It is agreed by the parties that certain assignments or posts covered by the Patrol Division need not be manned on a twenty-four (24) hour basis. In those instances, the parties shall exert reasonable efforts to implement the rotation concept specified in paragraph 2. above.

4. In no event will a non-probationary Officer be involuntarily required to work a steady, non-rotating shift for more than six (6) months during a calendar year.

B. All other employees of the Police Department shall work the equivalent of a thirty-seven and one-half (37-1/2)

hour work week as scheduled by the Chief.

C. Except in an emergency as defined in Article IX, section 1, paragraph 4, hereof, no change or modification of an employee's regular scheduled tour of duty shall occur without seven (7) calendar days advance written notice to the Officer of such change by the Chief or his designee.

D. In an emergency, the Chief or his designee shall be allowed to summon and keep on duty as many officers as either shall deem necessary to cope with said emergency.

#### Section 2 - Overtime

1. Overtime at the rate of one and one-half (1-1/2) times an officer's hourly rate of pay shall be paid to any Officer who is required to work:

- a. In excess of eight (8) hours in any one day, or
- b. In excess of an Officer's regular scheduled hours of work in any week, or both.

2. Overtime at the rate of one and one-half (1-1/2) times an Officer's hourly rate of pay shall be paid to any Officer who is required to appear in Court, Municipal, County, Grand Jury, at the Court's request, and such appearance is in relation to his duty as an Officer and outside of his scheduled hours of work. There shall be no overtime for Civil Court cases.

3. In the event that an Officer is required to work on any of his scheduled holidays or CALLED OFF vacation, he shall be entitled to overtime at the rate of one and one-half

(1-1/2) times his hourly rate of pay plus his regular day's pay. If an Officer is required to work on said days for less than two (2) hours, he shall be paid a minimum of two (2) hours at his overtime rate in addition to his day's pay.

### Section 3 - Call In Pay

1. Any Officer having completed any tour of duty and is dismissed at the end thereof and who is recalled back to duty shall receive a minimum of two (2) hours' work or pay at his prevailing overtime rate, even though working less than two (2) hours. (For annual inspection, funerals, or special classes, Officers will not receive overtime pay.)

### Section 4 - Rules Governing Overtime

1. Except in emergency situations as hereinafter defined, overtime shall be rotated among those Officers in their respective divisions who choose to be listed on the overtime roster. Officers on limited duty for medical reasons shall be excluded from the overtime list. Any Officer refusing an assignment of overtime shall be charged as having worked and placed on the overtime roster accordingly.

2. Any Officer working overtime shall record said amount of overtime and date of such overtime on a form specifically provided for by the Department head.

3. For the purposes of calculating an Officer's overtime hourly rate of pay only, his highest annual base salary shall be divided by 1,950 hours (52 weeks times 37.5 hours). For the purposes of calculating an Officer's daily holiday,

vacation and sick leave rate of pay, his highest annual base salary shall be divided by two hundred sixty (260) days.

4. The City shall pay overtime in the second pay period following the date on which the overtime hours were worked.

5. For those Officers who are called to duty on their time off for full dress inspection, two (2) hours compensatory time will be granted. Those Officers held over for inspection shall receive equal time off for time held over.

#### ARTICLE V

#### VACATIONS AND HOLIDAYS

##### Section 1 - Vacations

1. Earned vacations are to be granted in accordance with the following schedule based on the established annual salary pay rates.

<u>Yrs. of Service</u>	<u>Amount of Vacation Time in Working Days</u>
1st year	One day per month worked
1st through 5th year	12 working days per year
6th through 10th year	13 working days per year
11th through 15th year	17 working days per year
16th through 20th year	20 working days per year
21st through 25th year	23 working days per year
26th year and over	27 working days per year

2. Scheduling vacations - all vacations shall be taken during the current year and vacation time shall not be accumulated, excepting for emergency. Seniority in rank shall govern.

3. The vacation period fiscal year shall be from the first (1st) day of January to the thirty-first (31st) day of December of each year.



4. Earned vacation for less than one (1) year of service shall be granted during the first full fiscal year of employment.

5. During the second full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned schedule.

6. After the first full year of employment, the amount of vacation shall be determined by the anniversary date of employment and such vacation shall be granted during the fiscal year of said anniversary date.

7. All vacations shall be granted at annual salary rates.

#### Section 2 - Holidays

1. Due to the emergency nature of the work of the Police Department, Policemen shall be granted nine (9) working days off with pay annually, in lieu of all official holidays. In 1977, each Officer may, at his option, work and receive straight time pay for four (4) of the nine (9) paid holidays for which he presently receives time off. In 1978, each Officer may, at his option, work and receive straight time pay for five (5) of the nine (9) paid holidays for which he presently receives time off provided he gives written notice to the Chief of Police no later than March 1.

2. All new employees will receive three (3) working days off with pay in lieu of all official holidays for every four (4) months of proportionate time for less than a four (4) month period to be worked in any calendar year.

3. Three additional Holidays, (PAID), at straight time, one to be paid prior to April 1, the second one prior to August 1 and the third prior to December 31 shall be granted.

#### ARTICLE VI

#### SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

##### Section 1 - Sick Leave

1. As used in this subsection, sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

2. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after two (2) working days. During extended sick leave periods of thirty (30) consecutive days or more, an additional doctor's certificate shall be furnished within three (3) days after the initial thirty (30) day period and every thirty (30) days thereafter. Such certificates shall state the nature and prognosis of the illness or injury.

3. In the first year of employment, an employee shall be entitled to one (1) working day sick leave for each month of employment. Sick leave shall accumulate on the basis of 1-1/4 days per month or fifteen (15) days per year. Sick leave may be accumulated from year to year. No employee shall be deprived of sick leave benefits accrued him for unused sick leave.

4. In the case where accumulated sick leave has been exhausted, City Council may, upon receiving a request for extended sick leave from a duly authorized physician, submit through the office of the Chief, under N.J.S. 40:11-9 now 40A:14-16, grant additional sick leave of one (1) calendar year. The Chief of Police shall forward the physician's request for extended sick leave to the City Council within thirty (30) days after receipt thereof. Such determination shall be based solely on a medical report. Request for additional sick leave, under N.J.S. 40:11-9 now 40A:14-16, shall be made at 90 day intervals during the first calendar year leave when applicable.

5. Accumulated sick leave shall be used by an employee for personal illness in his immediate family which requires his attendance upon the ill person, but not exceeding four (4) days, quarantine restrictions, pregnancy or disabling injuries, provided a doctor's certificate of his required attendance is secured as evidence of need. For the purpose of this paragraph, immediate family means spouse, child, parent or unmarried brother or sister. An employee shall not have charged against his accumulated sick leave any time that he may be quarantined due to on the job exposure to any disease.

Section 2 - Leave of Absence as a Result of Injury in the Line of Duty

1. When an employee is injured in the line of duty, the City Council shall, pursuant to R.S. 40:11-8 and 40:11-9, pass

a resolution giving the employee up to one year's leave of absence with pay, upon sufficient medical evidence of proof of the inability of the employee to work. Said leave shall be granted in units of 30 days at one time. When such action is taken, the employee shall not be charged any sick leave for time lost due to such injury.

2. Prior to the passage of the resolution referred to in paragraph 1, a contract shall be executed between the employee and the City, setting forth that the employee shall reimburse the City for monies he may receive as Workmen's Compensation, for temporary benefits. Reimbursement to the City of Linden is limited to monies paid by the City to the employee in salary in the course of the employment.

### Section 3 - Leave Because of Death in Immediate Family

1. Leave with pay shall be granted to an employee in the event of death in his immediate family. The leave shall terminate the day following the funeral. The term immediate family, for the purpose of this subsection, shall include:

- a. The employee's spouse, child, parent, step-child, brother, sister, mother-in-law, father-in-law, or other blood relative living in the employee's household.

2. One (1) day off with pay shall be granted to an employee for the funeral of his brother-in-law, sister-in-law, aunts, uncles, nieces, nephews and grandparents of both spouses, provided said employee attends the funeral.

#### Section 4 - Military Leave

1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard, or reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation.

2. When an employee not on probation, has been called to active duty or inducted into the Military or Naval Forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee shall be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from the Military Service, and provided he has notified the City of his intent to report for duty within thirty (30) days prior to his discharge from Military Service.

#### Section 5 - Outside Employment

Employees may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the employee's performance of his duties, which shall be judged by his immediate supervisor and/or the Chief of Police.

#### Section 6 - Leave of Absence

The Mayor or Chief, on request of an Officer, upon seven (7) days' notice, may grant up to one year's leave of absence without pay to said Officer, when confirmed by City Council. Said leave may only be granted by the Mayor or Chief upon receipt of a written request signed by the Officer. If an Officer overstays such leave, without valid reason, his employment with the City shall be deemed to be terminated. During a requested leave of absence an employee's seniority shall cease to accrue and all other benefits, considerations and entitlements of any kind shall be suspended. The City shall notify the employee within thirty (30) days which benefits shall cease and when such benefits shall cease. Nothing contained in this paragraph shall supersede any Civil Service rulings now on the books.

#### Section 7 - Salary Payment on Death

In the event of the death, retirement or termination for good and just cause of an employee, payment of salary shall be made up to and including the date of death, retirement or termination, together with any vacation, holidays and accumulated sick leave to which the employee may be entitled for services theretofore rendered to the City of Linden. However, payment for accumulated sick leave shall be limited to one (1) day's pay at the rate which is in effect on the

date of death, retirement or termination for each three (3) days of accumulated sick leave not to exceed \$8,000.

Section 8 - Association Business Leave

1. Members of the P.B.A. Good Welfare Committee are designated as the P.B.A. Negotiating Committee. These members, seven (7) in number, shall be granted leave from duty with full pay for all meetings between the City and the P.B.A. for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

2. As in the past, the P.B.A. President shall be granted time off without loss of regular pay or time due to attend regularly scheduled State and Local P.B.A. meetings when such meetings are conducted at a time when the President is scheduled to work. Additionally, the P.B.A. President shall without loss of pay be granted time-off during working hours to attend any scheduled hearing or a grievance to the within Agreement or any emergent personnel or departmental problem where his attendance has been requested by either the Police Chief or a Police Officer. The aforementioned time-off for scheduled meetings or hearings shall only be granted upon written notice to the Chief.

3. The P.B.A. Grievance Committee, seven (7) in number, shall be granted leave with full pay for all meetings between the City and the P.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

4. The State Delegate of the P.B.A. shall be granted leave from duty with full pay for all meetings of the State

P.B.A. and the County P.B.A. meetings and all membership meetings of the Local P.B.A. when such meetings take place at a time when such Officer is scheduled to be on duty.

4. The President, State Delegate, and two (2) alternate delegates, elected to represent the P.B.A. at their annual convention shall be granted leave from duty with full pay to attend said convention.

## ARTICLE VII

### OTHER BENEFITS

#### Section 1 - Clothing Allowance

1. Each new member of the Department shall, on the date of hire, be outfitted with a complete winter and summer uniform. Such uniform shall consist of three shirts and two trousers for each season (winter and summer), a Tuffy coat, one winter coat, one hat and two ties, not to exceed \$500 total cost during the initial twenty-four (24) months of employment. In the event an employee resigns or is terminated from the Department within 18 months of hire, the entire uniform issue or the equivalent cost thereof shall be returned or paid to the City. Each new member of the Department shall also be issued, upon the date of hire, all necessary standard police equipment inclusive of a service revolver.

2. Each uniformed Officer shall receive from the City an annual clothing credit of \$250 for replacement of clothing and equipment. The replacement of clothing and equipment shall be selected by each employee and shall be purchased by the City in the usual bid manner. The accepted bid price



shall be forwarded to the P.B.A. by the City. The difference between the actual retail price of the clothing and equipment and the accepted bid price thereof shall be credited to the account of each Officer for the purchase of additional clothing or equipment.

3. All members of the plainclothes and detective ranks shall receive a payment of \$137.50 in June and \$137.50 in December in lieu of clothing issue.

4. Each Officer shall receive from the City an annual non-taxable cash clothing maintenance allowance of \$100 for maintaining and cleaning of their uniform. All Officers shall receive said payment of \$100 in the first pay period of each December.

5. If, in the performance of his duty, an Officer's uniform or equipment is damaged, the City shall replace same, upon approval of the Chief which approval shall not be unreasonably withheld.

6. The service revolver provided by the City shall be returned to same upon termination of the Officer's duties with the City.

#### Section 2 - Insurance Benefits

1. All employees of the Police Department covered by this Agreement and their eligible dependents shall be entitled to full coverage of the Blue Cross-Blue Shield Hospitalization Plans including Rider "J" and Major Medical, under the State Plan, the premiums of which shall be paid for by the City. Effective January 1, 1977 the City shall provide and pay for the aforementioned

benefits or substantially similar benefits available through some other insurance carrier for those employees retiring on or after January 1, 1975, provided: (1) that said employees retire with twenty-five (25) years of service with the City or with an eligible disability; (2) that such coverage shall be made available to said employees only for the ten (10) year period between the ages of fifty-five (55) through sixty-five (65); (3) that the implementation of such coverage will not adversely affect the City's continuation of its present Blue Cross-Blue Shield, Rider "J", and Major Medical coverage through the State Plan; and (4) that the City shall not be compelled to grant these benefits to any other retiring employee of the City.

2. Effective July 1, 1977, all employees covered by this Agreement shall be entitled to coverage under the Dental Care Insurance Program instituted by the City as a result of the 1977-1978 negotiations. The City shall pay only the cost of the premium for the individual employee from July 1, 1977 through December 31, 1977. The premium cost of coverage for spouse and other eligible dependents shall be borne by each employee. The availability of coverage for spouse and eligible dependents may be restricted or limited by the underwriting regulations promulgated by the carrier. Commencing January 1, 1978, the City shall pay the full premium cost for all employees and their eligible dependents for coverage under the aforementioned Dental Care Insurance Program.

3. All other insurance benefits presently in effect shall be maintained throughout the period of this contract.

4. An immunization program is to be provided under the administration of the Chief of Police.

5. Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of or in the course of or within the scope of the performance of his duties, the City shall defend such employee and shall defray all costs of defending such action, including the payment of counsel fees and expenses, judgments, costs of appeal, if any, and shall save harmless and protect such employee from financial loss resulting therefrom. Should any criminal or disciplinary action be instituted against employees entitled to defense in civil actions according to the foregoing sentence for any such act or omission arising out of his employment as a Police Officer, the City shall reimburse him for the cost of defending such proceedings, including counsel fees and expenses together with the costs of appeals, if any. The City Attorney shall provide legal services for such employee or the Governing Body shall engage special counsel at reasonable fees to handle the defense of such employee. If the employee does not desire the services offered by the City of Linden, he shall be responsible for his own fees and expenses. Funds shall be allocated in the annual budget for any prospective legal fees for such action.

#### Section 3 - College Incentive Plan

1. Any police officer attending school to attain an Associate Degree in Police Science shall in addition to his regular annual

salary receive \$7.50 per credit earned up to a maximum of sixty-four (64) credits and upon satisfactory completion of each course each officer shall be reimbursed for all book and tuition costs. This additional compensation shall be effective January 1 and July 1 of the current year, whichever date is closest to having earned such credits.

ARTICLE VIII

COMPENSATION

Section 1 - Salary

1. The City will pay each Officer at the end of each two week period.

2. Base salary (for the purpose of this Agreement) shall be the highest salary that an Officer is duly and properly authorized to receive at the beginning of each calendar year. Salaries for the members of the Police Department shall be paid in accordance with the following salary schedule:

SALARY SCHEDULE FOR 1977

<u>Titles of Positions</u>	<u>Base Salaries</u>
Police Captains	\$20,675
Police Lieutenants	\$18,795
Police Sergeants	\$17,086
Police Officer (1st grade)	\$15,120
Police Officer (2nd grade)	\$14,620
Police Officer (3rd grade)	\$14,120
Police Officer (4th grade)	\$13,620
Police Officer (Probationary)	\$12,300

Police Signal System Superintendent Lineman M/W (1st Grade)	\$19,224
Police Signal System Superintendent Lineman M/W (2nd Grade)	\$18,155
Police Signal System Superintendent Lineman M/W (3rd Grade)	\$17,085
Police Signal System Superintendent Lineman M/W (4th Grade)	\$16,015
Police Signal System Superintendent Lineman M/W (5th Grade)	\$14,945

Police Sergeants will receive 13% above Police Officer 1st Grade base salary. Police Lieutenants will receive 10% above Police Sergeants base salary. Police Captains will receive 10% above Police Lieutenant base salary. Each Police Officer shall reach maximum base salary upon the completion of five (5) years of service.

Police Officers assigned to detective investigation status shall receive, in addition to their annual base salary, an additional \$1,000 per annum, while assigned to such status. Any Officer assigned as a plainclothesman after January 1, 1973 will not receive any additional compensation.

#### SALARY SCHEDULE FOR 1978

Police Officers' salaries for the calendar year 1978 shall be negotiated in accordance with the provisions of the Rules and Regulations of the Public Employment Relations Commission and shall be set forth in an Addendum to this Agreement which shall be attached hereto and incorporated herein by reference.

Section 2 - Longevity

1. All full time sworn employees of the Police Department classified employees of the City of Linden employed prior to January 1, 1975 are eligible for a longevity pay program in the following manner:

Each classified employee who shall have completed more than five (5) years but less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary:

More than 10 yrs. but less than 15 yrs.	- 4%
More than 15 yrs. but less than 20 yrs.	- 6%
More than 20 yrs. but less than 25 yrs.	- 8%
More than 25 yrs.	- 10%

1A. Longevity for employees entitled thereto between the period of January 1st to June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st. The longevity shall be calculated based on the salary as of December 31st of the preceding year.

2. In no case will the longevity pay exceed the sum of \$1,200 annually.

3. Additional compensation of any nature, including overtime pay, will not be considered in computing longevity pay.

4. Salaries shall be paid in equal bi-weekly installments to employees.

5. In computing the periods for longevity payments, credit will be given for all time served with the City, which time must be consecutive and uninterrupted. Any interruption in service due to a cause beyond the control of the employee, such as Military Service, injury in the line of duty, or illness, shall be considered as service for the purpose of determining the compensation of said longevity periods. Leaves of absence granted at the request of the employee will not be considered in determining length of service.

### Section 3 - Workmen's Compensation

All members will be covered by Workmen's Compensation.

## ARTICLE IX

### MISCELLANEOUS

#### Section 1 - Definitions

1. Full Time Sworn Employees: Full time sworn employees are all regular full time Police Officers, Investigative Detectives, Plainclothesmen, Superior Officers and Police Signal System Superintendent Linemen M/W employed by the City, in the Police Department, who shall be subject to 24 hour call, which includes Sunday and Holidays.

2. Established Annual Salary: The established annual salary shall mean base salary plus longevity.

3. Increments: All increments for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Increments for employees

entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st.

4. Emergency: The term emergency as used herein shall mean any unusual conditions caused by fire, disaster, civil disturbance, melee or riot or vacancies caused by sickness or injury reported or having occurred less than twelve (12) hours prior to the commencement of the employees' tour of duty whereby the safety of the public is endangered or imperiled or where an entire shift is held over or an entire shift is called in early.

5. Seniority: Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hiring. An employee's length of service shall not be reduced by time lost due to Military Service, injury in the line of duty or illness. Seniority shall be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation
- c. Absence of five (5) consecutive working days without leave or notice.

6. Scheduled Holidays: When an Officer has been granted a day off officially on the bulletin board.

7. For purposes of computing an Officer's daily rate of pay, divide the Officer's established annual salary by 260 days.

8. The City of Linden shall amend the existing City Ordinance relating to the alarm systems. The amended ordinance



shall include a section that shall state as a penalty to be imposed upon the owner or leasee of said system, a two (\$2) dollar fine for each false alarm answered by the Police. No fine shall be imposed where the alarm was activated because of some malfunction in the system except that if more than two such malfunctions occur during any six (6) month period, said fine shall be imposed. The fine shall be forwarded from the City Treasurer to the P.B.A. Local #42 Health and Welfare Fund semi-annually. This fund shall jointly be administered by three (3) Trustees of P.B.A. Local #42 and three (3) members of the Council.

#### ARTICLE X

##### MANAGEMENT RIGHTS CLAUSE

All powers, duties and responsibilities which the Mayor, Governing Body and Department Chiefs had prior to the signing of the Agreement, including but not limited to the right to hire, promote and discharge, suspend or otherwise mete out discipline for good and just cause, shall continue to be retained by them, except insofar as specifically limited by the Agreement, and then only insofar as such limitations are legal.

#### ARTICLE XI

##### GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the P.B.A., or its members employed by the City, concerning the application or interpretation of the

terms of this Agreement, an earnest effort shall be made to settle such differences or disputes immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof:

Step 1. A meeting shall be held immediately between the aggrieved employee and the superior in charge. The superior shall render a written decision in the matter within five (5) working days of the meeting.

Step 2. If no satisfactory agreement is reached at Step 1., a meeting shall be held within twenty (20) working days thereof between the aggrieved employee, a P.B.A. representative, and the Chief and Mayor. The Chief and Mayor shall render a written decision in the matter within ten (10) working days of the meeting.

Step 3. In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance may be submitted to arbitration at the request of either party to the New Jersey State Board of Mediation. An arbitrator shall be selected by the parties in accordance with the Rules of said Agency. The decision of such arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be borne equally between them. Only the Association or the City shall have the right to submit a matter to arbitration.

ARTICLE XII

TERM

This Agreement shall be effective retroactive to January 1, 1977 and shall continue for a two (2) year period through December 31, 1978, except for negotiations concerning 1978 salaries as specified in Article VIII, Section 1. hereof. Either party wishing to terminate, amend, or modify said Agreement after December 31, 1978, must do so by giving written notice to the other party no more than 120 days and no less than 60 days prior to December 31, 1978.

In the event a notification of termination of this Agreement is given by either party as required above and a new contract has not been entered into by January 1, 1979, it is agreed and understood that the within Agreement shall remain in full force and effect until such new contract is ratified by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the date and year first written above.

ATTEST:

CITY OF LINDEN

Wanda Blanka Pawron  
CITY CLERK

by John T. Gregorio  
JOHN T. GREGORIO, MAYOR

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, LOCAL #42

by Richard J. Gerbounka  
RICHARD J. GERBOUNKA, PRESIDENT

by John J. Chaboh  
MEMBER OF NEGOTIATING COMMITTEE

N. J. PUBLIC EMPLOYMENT RELATIONS COMMISSION - DOCKET NO. 1A-78-11

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IN THE MATTER OF THE ARBITRATION BETWEEN:

CITY OF LINDEN

AND

LINDEN P.B.A. LOCAL 42

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AWARD OF ARBITRATOR, DAVID M. BECKERMAN, ESQ.

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FOR CITY OF LINDEN:

PAUL WERKMEISTER

FOR LINDEN P.B.A. LOCAL 42:

L. A. WHIPPLE, JR.

DAVID M. BECKERMAN, ESQ.  
80 Main Street  
West Orange, New Jersey 07052  
(201) 736-9888

The parties reached an impasse in their collective negotiations for the 1978 Agreement, and accordingly filed a request with the New Jersey Public Employees Relations Commission for the appointment of an arbitrator, pursuant to New Jersey Public Laws 1977 Chapter 85. I was appointed on December 27, 1977. The parties did not agree upon an alternate termination procedure, therefore, we proceeded under Paragraph 3 (d) of the aforesaid law, i.e. a choice between the last and final offer of each party.

#### LAST AND FINAL OFFER

The last and final offer of the respective parties were: a. Police-9% increase in the rate of pay which were in effect for each job classification within the bargaining unit on December 31, 1977; b. City of Linden-6% increase effective January 1, 1978, additional 2% increase effective July 1, 1978. Said 2% compounded on prior increase. This has an effective increase of approximately 7.1% and increasing the base for 1979, an additional 8%.

#### POSITION OF THE PBA

It sought to establish it's case by portraying it's economic position, as juxtaposed with all other municipal police units in Union County-20 in number. This was skillfully done by way of tables, listings, and graphs which compared all economic items enjoyed by the Linden PBA with all other municipalities.

The 1977 salaries and comparables are as follows:

<u>Municipality</u>	<u>Salary</u>	<u>Days Worked Per Year</u>
1. Mountainside	\$16,296.00	260
2. Scotch Plains	16,050.00	244
3. Berkeley Heights	15,781.00	260

<u>Municipality</u>	<u>Salary</u>	<u>Days Worked Per Year</u>
4. Rahway	\$15,780.00	240
5. Summit	15,680.00	260
6. Springfield	15,654.00	260
7. Fanwood	15,564.00	260
8. Union	15,534.00	260
9. Clark	15,400.00	261
10. Westfield	15,325.00	238
11. Elizabeth	15,300.00	260
12. Cranford	15,276.00	260
13. Hillside	15,257.00	244
14. Linden	15,120.00	244
15. Roselle Park	14,790.00	
16. Roselle	14,750.00	
17. Kenilworth	14,681.00	
18. Plainfield	14,488.00	
19. Garwood	14,300.00	
20. New Providence	14,300.00 (1976)	

In gross salaries, Linden ranks fourteenth on the list, but a mere \$200.00 away from tenth place, the mid point. The average for the nineteen is \$15,166.00 as compared to Linden's \$15,120.00.

Linden has received raises on a yearly basis since it's first Collective Negotiations Agreement in 1971, and they were as follows:

1972	5.5%
1973	5.96%
1974	7%
1975	5%
1976	8%
1977	7%

The total percentage of said increases were 36.46% while the cost of living index put out by the United States Department of Labor for the same period totalled 40.4%.

Linden has a longevity program which grants it 2% after five years; 4% after ten years; 6% after fifteen years; 8% after twenty years and 10% after twenty five years. There is a maximum of \$1,200.00, and effective January 1, 1975 all new officers who were appointed after that date will not qualify for the same. This program for the longer working men who

qualify, is comparable with all others in the county in most respects, excepting that none other have a \$1,200.00 limitation.

Linden is equal with all other municipalities in holidays, overtime pay and Court appearance pay. It's vacation pay is in the upper third and it's sick pay cumulative is amongst the best. In addition to health insurance, it is among the five that have a dental plan and it's life insurance is the best available. It's clothing allowance is near the top and it is one of eight that have college credit reimbursement.

There is no doubt that the Linden police force has performed it's police duties in an exemplary manner, and as a result of their diligence the percentage of serious crimes have greatly diminished in the municipality, while they have increased in the state.

Linden is a financially solid community. It's rateables are high and it has an abundance of industry. It has heavy income from Exxon, General Motors and Public Service. It's proposed 1978 budget actually reflected in a reduced real estate tax to the homeowners. It was exempt from the 5% "CAP" because of the city's 1% tax rate.

The budget of Linden is healthy and one that generally begets surplus. The town is in short, well financed, but the residents have paid the price by being a heavily industrialized community.

#### FINDINGS AND CONCLUSIONS

I have studied the vast evidence submitted by the PBA and the municipality, taking particular notice of the working conditions and economic benefits of all comparable police units in Union County, and the past budgets of Linden and the proposed 1978 budget under which it is presently operating. I am particularly mindful of the criteria set forth in paragraph 36 of Chapter 85 of the involved law.

The interest and welfare of the public is to maintain a police department which functions efficiently in its operation so as to protect the health, welfare and property of the community. In order to do this, it must maintain its police force on a reasonable economic standard.

I have considered the wages, hours and conditions of employment and all economic benefits of the PBA members, with that of all other municipal police forces of Union County. I am mindful of the present budget and the cost of living index for the area as established by the United States Department of Labor.

The Linden police, considering their salary, divided by the number of days worked per year, are in the upper third in the County in daily rate. They work a four on-two off week, which approximates 244 days per year while most of the other municipalities work a 260 day year. Their economic fringe benefits, also, rate accordingly high. It necessarily cannot be compared to the wealthy suburban communities of Mountainside, Scotch Plains, Summit and Westfield, but factoring into its yearly wage the fact that they work 244 days per year as against the 260 day year, and translating this difference into dollars, Linden stands close to the top of the county. Of the twenty municipalities in the county, some must be on top and some must be on the bottom. The argument of not being number one, and wanting to attain that is not valid as it would result in a continuous game of leap frog.

#### AWARD

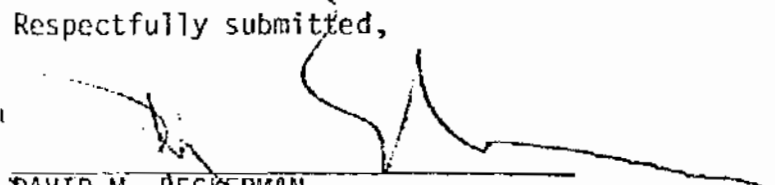
I find that the last and final offer of the city of 6% increase, retroactive January 1, 1978 and an additional 2% increase on July 1, 1978, for a total of approximately 7.1% increase for 1978 is the more fair and reasonable offer.



After the final offers were received, I became aware of an offer by the municipality to the Firefighters of 6% retroactive January 1, 1978; 3% July 1, 1978 and 8% January 1, 1979, for the second year. That amount for 1978 is higher than the town offered to the PBA and resulted in my requesting the town to allow this arbitration procedure to be re-opened for the purpose of discussion, and possible amendment of the respective offers. This was declined by the city, and accordingly, I proceeded only with the evidence adduced at the hearing.


I will maintain jurisdiction for a period of 45 days in the event clarification or amplification is requested by either party.

Respectfully submitted,

  
\_\_\_\_\_  
DAVID M. BECKERMAN  
Arbitrator

STATE OF NEW JERSEY )  
                          ) ss.:  
COUNTY OF ESSEX     )

On this 24 day of May, 1978, before me personally came and appeared DAVID M. BECKERMAN, ESQ., to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

  
\_\_\_\_\_  
Albert J. ...  
a N.J. attorney at law

ARTICLE XII

TERM

This Agreement shall be effective retroactive to January 1, 1979 and shall continue for a two (2) year period through December 31, 1980. Either party wishing to terminate, amend, or modify said Agreement after December 31, 1980, must do so by giving written notice to the other party no more than 120 days and no less than 60 days prior to December 31, 1980.

In the event a notification of termination of this Agreement is given by either party as required above and a new contract has not been entered into by January 1, 1980, it is agreed and understood that the Agreement and the Addendum shall remain in full-force and effect until such new contract is ratified by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals this 7<sup>th</sup> day of MARCH, 1979.

WITNESSETH:

Jul D. Subriano  
CITY CLERK

For the City

John P. Puglisi  
MAYOR

For the P.B.A. Local #42

Frank J. [Signature]  
Rec. Sec.

Addendum to  
Collective Negotiations Agreement  
by and between the City of Linden and  
Linden PBA Local #42

1. The 1977-1978 Collective Negotiations Agreement between the City of Linden and Linden PBA Local #42 shall remain in full force and effect except to the extent that the following provisions of said agreement is amended by this Addendum.

2. Article V, Section 7, entitled "Holidays", is hereby amended by the addition of a new paragraph designated "4" which shall read as follows:

"4. Effective January 1, 1980 one (1) additional Holiday, (paid) at straight time, to be paid prior to December 31, 1980, -shall be granted."

3. Article VI, Section 7, entitled "Salary Payment on Death", is hereby amended by the addition of a new sentence to follow the last sentence of said Section 7.

"Upon retirement, an officer may, at his option, defer payment of unused sick leave and vacation time for a period of one (1) year from the official date of said retirement, provided such deferral is permitted by law."

4. Article VII, Section 1, paragraph 1, entitled "Clothing Allowance", is hereby amended by the addition of a new sentence to follow the last sentence of said paragraph 1.

"Effective January 1, 1980, the aforesaid \$500 maximum clothing allowance to which new members are entitled shall be increased to \$600."

5. Article VII, Section 1, paragraph 2, entitled "Clothing Allowance" is hereby amended by the addition of a new sentence to follow the last sentence of said paragraph 2.

"Effective January 1, 1980, the aforementioned annual clothing credit of \$250 shall be increased to \$300."

6. Article VII, Section 1, paragraph 3, entitled "Clothing Allowance" is hereby amended by the addition of a new sentence to follow the last sentence of said paragraph 3.

"Effective January 1, 1980 the aforementioned payments to the plainclothes and detective ranks in lieu of clothing issue shall be increased to \$162.50 in June and \$162.50 in December."

7. Article VII, Section 1, paragraph 4, entitled "Clothing Maintenance Allowance" is hereby amended by the addition of a new sentence to follow the last sentence of said paragraph 4.

"Effective January 1, 1980, the aforementioned clothing maintenance allowance of \$100 shall be increased to \$120."

8. Article VII, Section 1, entitled "Clothing Allowance" is hereby amended by the addition of a new paragraph designated "7" which shall read as follows:

"7. In the event an officer terminates his employment in the department in any manner whatsoever, said officer or his estate shall receive a prorata reimbursement for clothing maintenance allowance and clothing allowance whenever possible."

- 9A. Article VII, Section 1, entitled "Salary" is hereby amended as follows:

Salary Schedule Effective January 1, 1979

Title of Positions	Base Salaries
Police Captains .....	\$ 24,142
Police Lieutenants .....	\$ 21,947
Police Sergeants .....	\$ 19,951
Police Officer (1st grade) .....	\$ 17,656
Police Officer (2nd grade) .....	\$ 17,072
Police Officer (3rd grade) .....	\$ 16,488
Police Officer (4th grade) .....	\$ 15,904
Police Officer (Probationary) .....	\$ 12,792

Salary Schedule Effective July 1, 1979

Title of Positions	Base Salaries*
Police Captains .....	\$ 24,339
Police Lieutenants .....	\$ 22,126
Police Sergeants .....	\$ 20,114
Police Officer (1st grade) .....	\$ 17,799
Police Officer (2nd grade) .....	\$ 17,211
Police Officer (3rd grade) .....	\$ 16,622
Police Officer (4th grade) .....	\$ 16,034
Police Officer (Probationary).....	\$ 13,284

\* These salaries shall be paid retroactive to January 1, 1979

Salary Schedule Effective January 1, 1980

Title of Positions	Base Salaries
Police Captains .....	\$ 25,678
Police Lieutenants .....	\$ 23,343
Police Sergeants .....	\$ 21,220
Police Officer (1st grade) .....	\$ 18,778
Police Officer (2nd grade) .....	\$ 18,158
Police Officer (3rd grade) .....	\$ 17,536
Police Officer (4th grade) .....	\$ 16,916
Police Officer (Probationary) ....	\$ 13,600

9B. The references to the 1977 and 1978 Salary Schedules are hereby deleted.

10. Article IX, entitled "Miscellaneous", is hereby amended by the addition of a new paragraph designated "9" which shall read as follows.

"9. Each officer shall have the right to inspect his entire personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of inspection."

"The City agrees that the individual officer will be notified if material derogatory to such individual officer is placed in his personnel file."

11. The parties hereby agree to continue negotiations regarding the existing dispute over the interpretation of Article VI, Section 1, paragraph 4, i.e., extended sick leaves.

12. ~~Article VII, Section 2, entitled "Insurance Benefits" is hereby amended by the addition of a new paragraph designated "6" which shall read as follows:~~

~~DELETED~~

~~"6. In the event that the benefits specified in Article VII, Section 2., paragraphs 1 and 2 can be provided more economically either through a self-insurance plan or through a commercial carrier, the parties agree to negotiate such an alternative plan with the understanding however that such alternative plan shall include the same or similar benefits and methods of paying for said benefits under the plan which was in effect on December 31, 1978."~~

13. Article XII, entitled "Term", is hereby amended to read as follows:

J.S.K  
F.T.J.

A RESOLUTION AUTHORIZING THE  
EXECUTION OF AN AGREEMENT  
BETWEEN THE CITY OF LINDEN  
AND THE NEW JERSEY STATE  
POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL #42,  
ALSO REFERRED TO AS "P.B.A."

WHEREAS, the City of Linden and the New Jersey State Policemen's Benevolent Association, Local #42, also referred to as "P.B.A.", have reached an agreement with regard to rates of pay, hours of work, fringe benefits, working conditions, and other matters, for the years 1977 and 1978;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LINDEN that the Mayor and City Clerk are hereby authorized to execute the above mentioned agreement.

PASSED: *July 19,* 1977

EDWARD MURAWSKI .  
President of Council

1977