

C 714

Contract no 284 -

20-89

AGREEMENT

Between

Linden, New Jersey
THE CITY OF LINDEN, NEW JERSEY

And

THE LINDEN POLICE SUPERIOR OFFICERS' ASSOCIATION, INC.

ARTICLE 1

PARTIES TO THE AGREEMENT

This agreement is made effective the first day of January, 1987 between the City of Linden, New Jersey, (hereinafter referred to as the "City") and the Linden Police Superior Officers' Association, Inc., (hereinafter referred to as the "L.P.S.O.A."), representing all full time sworn police superior officers of the City.

ARTICLE 2

AREA OF NEGOTIATION

The City and the L.P.S.O.A. recognize that cooperation between the City and the superior officers 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.

ARTICLE 3

SECTION 1. UNIT TO BE RECOGNIZED

The City hereby recognizes the L.P.S.O.A. as the exclusive majority representative within the meaning of N.J.S. 34:12A-1.1., et. seq., as amended for all permanent police superior officers employed by the City, excluding the Chief of Police. Should a dispute arise as to the employees who constitute an appropriate unit, the matter shall be submitted to the Public Employment Relations Commission (PERC) or its designee for resolution. This shall be done provided the parties are unable to settle the matter between them.

SECTION 2. RESPONSIBILITIES OF PARTIES

The City and the L.P.S.O.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 L.P.S.O.A. on behalf of itself and its members, shall not permit its members to engage in any strike, stoppage or cessation of work in any form. Further, in the event any member leaves his job pending settlement of issues and disputes, the L.P.S.O.A. shall not sanction such action. The City shall not in any manner cause, order, approve or participate in, or condone any lockout.

X January 1, 1987 - December 31, 1990

The City and the L.P.S.O.A. may modify this Agreement during its term, provided any modifications agreed to are put in writing and signed by both parties.

ARTICLE 4

HOURS OF WORK AND OVERTIME

SECTION 1. HOURS OF WORK

A. The hours of employment for all superior officers assigned to the Patrol Division shall be as follows:

1. Four (4) consecutive days on duty followed by four (4) consecutive days off duty provided that no superior officer shall be scheduled to work more than ten and three-quarter (10 3/4) hours in any one day, nor an average of more than thirty seven and one-half (37½) hours per week in any eight (8) consecutive week calendar period.

2. The foregoing hours of employment shall revert to four (4) days on, two (2) days off, eight (8) hours per day work schedule, only if the City determines it is in its best interest to do so. In that event the City must give the L.P.S.O.A. thirty (30) days prior written notice.

3. Each superior officer working in the Patrol Division shall be assigned on the basis of rank seniority preference to one (1) of five (5) daily shifts of ten and three-quarter (10 3/4) hours each.

4. In the event of an emergency as defined in Article 9, section 1 paragraph 4 hereof, and provided volunteer superior officers acceptable to the Chief of Police are not available, superior officers may be assigned without regard to seniority to a particular shift for a period of time not to exceed eight (8) calendar weeks.

5. Upon completing a temporary assignment, each superior officer shall return to his original shift schedule.

B. The hours of employment for all superior officers of the Department other than those assigned to the Patrol Division shall be as follows:

1. Four (4) consecutive days on duty followed by three (3) consecutive days off duty; provided that no superior officer shall be scheduled to work more than nine (9) hours twenty-three (23) minutes in any one day.

2. The foregoing hours of employment shall revert to the four (4) days on, two (2) days off, eight (8) hours per day work schedule, only if the City determines it is in its best interest to do so. In that event the City must give the L.P.S.O.A. thirty (30) days prior written notice.

C. Except in an emergency, as defined in Article 9, section 1, paragraph "f" hereof, no change or modification of a superior officer's

regular scheduled tour of duty shall occur without seven (7) calendar days advance written notice to the superior officer of such change by the Chief or his designee.

D. In an emergency, as defined in Article 9, section 1, paragraph 4, hereof, the Chief or his designee shall be allowed to summon and keep on duty as many superior officers as either deem necessary to cope with said emergency.

E. Superior officers shall be subject to twenty-four (24) hour call including Sundays and holidays.

SECTION 2. OVERTIME

1. Overtime at the rate of one and one-half ($1\frac{1}{2}$) times an officer's regular straight time hourly rate of pay shall be paid to a superior officer required to work in excess of his regularly scheduled tour of duty.

2. Overtime at the rate of one and one-half ($1\frac{1}{2}$) times an officer's regular straight time hourly rate of pay shall be paid to a superior officer required to appear in any court or legal proceeding at the court's request. This applies provided such appearance relates to his duty as an officer and is outside of his scheduled hours of work, but shall not be paid for Civil Court appearances.

3. When an officer is held over to work beyond his regularly scheduled daily tour of duty, each hour of overtime shall be paid as follows: If such overtime shall be less than eleven (11) minutes, no overtime payment shall be made; if such overtime should be less than thirty (30) minutes, but greater than ten (10) minutes, one-half ($\frac{1}{2}$) hour of overtime shall be paid; if such overtime shall be less than sixty one (61) minutes, but greater than thirty (30) minutes, one (1) hour of overtime shall be paid.

4. In the event that a superior officer is required to work on any of his scheduled holidays or is called back from vacation, he shall be paid for such time at the rate of one and one-half ($1\frac{1}{2}$) times his regular straight time hourly rate plus his regular days pay. In such cases the superior officer shall receive a minimum of two (2) hours pay at his overtime rate.

SECTION 3. CALL IN PAY

1. If a superior officer after completing a tour of duty is dismissed and then is recalled to duty, he shall receive a minimum of two (2) hours of work or pay at his prevailing overtime rate.

2. The call in pay referred to in Section 3.1 shall not apply when the employee is recalled for the purpose of correcting or completing any report which the employee submitted during that tour of duty.

SECTION 4. RULES GOVERNING OVERTIME

1. Except in emergency situations, as defined in Section 3.1 hereof, overtime shall be rotated among those officers in their

respective divisions who choose to be listed on the overtime roster. Superior 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 superior officer shall record said amount of overtime and date of such overtime on a form specifically provided for by the Department.

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

Highest annual base salary shall be defined as follows: An officer's highest annual base salary shall be his annual base salary entitlement plus any eligible earned longevity pay, educational credit compensation and detective investigative status pay.

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

5. For those officers called to duty for full dress inspection on their time off, two (2) hours of compensatory time shall be granted. Officers held over for these inspections shall receive time off equal to the duration of the inspection.

ARTICLE 5

VACATIONS AND HOLIDAYS

SECTION 1. VACATIONS

1. Earned vacations are to be granted to all superior officers except those assigned to the Patrol Division according to the following schedule based on their highest annual pay rate.

<u>YEARS OF SERVICE</u>	<u>NUMBER OF WORKING DAYS VACATION</u>
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. Earned vacations are granted to all superior officers assigned to the Patrol Division according to the following schedule based on their highest annual pay rate.

<u>YEARS OF SERVICE</u>	<u>NUMBER OF WORKING DAYS VACATION</u>
1st through 5th year	9 working days per year
6th through 10th year	10 working days per year
11th through 15th year	14 working days per year
16th through 20th year	17 working days per year
21st through 25th year	20 working days per year
26th year and over	24 working days per year

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

4. The vacation year shall be from January 1 to December 31st of each year.

5. The amount of vacation shall be determined by the anniversary date of employment. Vacation shall be granted during the vacation year of the officer's anniversary date.

6. If any officer leaves the Department by choice or is terminated for reasons other than retirement or layoff, earned vacation reimbursement shall be determined by the officer's anniversary date of employment.

7. Officers shall be entitled to receive their vacation pay prior to taking their vacation time provided they submit a written request for same to the Chief of Police at least two (2) weeks prior to the start of each vacation period.

SECTION 2. HOLIDAYS

1. Each officer shall be granted nine (9) working days off annually with pay in lieu of time off on official holidays. Each officer, at his option, may work and receive straight time pay for seven (7) of said nine (9) days off with pay provided the Chief's office is notified no later than April 1 of the calendar year of an officer's option to work four (4) of the seven (7) days and no later than October 1 of the calendar year to work the remaining three (3) days. However, any officer wishing to receive straight time pay for all seven (7) of said nine (9) days off may do so only by notifying the Chief's office no later than April 1 of the calendar year.

2. Six (6) additional holidays shall be paid at straight time in lieu of time off, one each to be paid prior to April 1, July 1, and October 1, and three (3) prior to December 31 of each calendar year.

3. Only officers assigned to the Patrol Division and Traffic Bureau shall be paid on the basis of a ten and three quarter (10 3/4) hour day for each holiday paid in lieu of time off. All other officers shall be paid on the basis of a nine and one-half (9½) hour day for said holidays paid in lieu of time off.

SECTION 3. PERSONAL DAYS OFF

1. Officers assigned to the Patrol Division only, shall receive two (2) personal days off annually with pay. Each personal day off must be requested a minimum of five (5) days in advance and shall be granted subject to the Chief's final approval, which shall not be unreasonably withheld.

2. Personal days must be used during each calendar year.

3. Upon retirement, death or layoff, personal days shall be reimbursed, one each, for active employment in the Patrol Division

for a minimum of thirty (3) calendar days in each period between January 1 and June 30 and between July 1 and December 31 of the calendar year.

ARTICLE 6

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 shall 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 sick leave periods of thirty (30) consecutive days or more, an additional doctors' certificate shall be furnished within three (3) days after the initial thirty (30) day period and every thirty (30) days thereafter if so requested by the Chief's office. Such certificates shall state the nature and prognosis of the illness or injury.

3. Accumulated sick leave of not more than four (4) days may be used by an employee for illness, quarantine, restriction, pregnancy or disabling injury affecting a member of his immediate family, provided a physician certifies the need of such employee's personal attendance upon the affected person. For the purpose of this paragraph, immediate family means spouse, child, parent, or unmarried brother or sister.

4. In any case where an employee has exhausted all sick, vacation, personal, compensatory time and all other accrued or accumulated leave, City Council may, upon receiving a request for extended sick leave from a duly authorized physician submitted through the office of the Chief, under N.J.S. 40:11-19 now 40A:14-16, grant additional sick leave up to 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 on a medical report. Request for additional sick leave under N.J.S. 40:11-19 now 40A:14-16 shall be made at ninety (90) day intervals during the first calendar year leave when applicable. In considering requests for extended sick leave under this sub-section, the City agrees that it shall not act in an arbitrary, capricious or unreasonable manner.

5a. Sick leave buy back: A police officer with ninety (90) days of accumulated sick leave has the option to exchange sick leave for cash during each calendar year based on attendance during that year. Sick leave days can be exchanged as follows:

Day Absent

Number of Sick Leave Days
That Can Be Exchanged

0	5
1	4
2	3
3	2

5b. Sick days shall be exchanged at the annual base pay rate in the year that the sick days are taken.

5c. An officer exercising this option shall inform the office of the Treasurer no later than October 15th of each calendar year.

6. 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.

7. Each officer shall be entitled to receive temporary disability benefits coverage as prescribed in the New Jersey State Division of Unemployment and Disability Insurance Program. Said disability payments shall be made to the officer only after all accrued sick and other leave have been exhausted. Under said program, it is mandatory for all officers to participate in the payment of premiums in accordance with the regulations adopted by the New Jersey State Division of Unemployment and Disability.

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 N.J.S. 40A:14-16, pass a resolution giving the employee up to one year's leave of absence with pay, upon sufficient medical evidence or proof of the inability of the employee to work. Said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be charged any sick leave for the time lost due to such injury.

2. Prior to the passage of the resolution referred to in paragraph one (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 Worker'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. SICK LEAVE DONOR SYSTEM

1. Each officer may, at his option, participate in a "sick leave donor system" which shall enable participating employees who have exhausted all accrued sick and other leave to continue receiving sick leave donated by fellow officers. The following conditions shall apply to the sick leave donor system:

a. All donations of sick leave shall be on a voluntary basis.

b. A committee consisting of five (5) individuals will be set up to administer the donation of sick leave. Said committee must include the Chief of Police, a person designated by the Chief and three (3) individuals designated by the President of the L.P.S.O.A.

c. A list of all officers of the Linden Police Department who wish to donate any sick days shall be maintained by the City.

d. The list used for the donation of sick time shall be by seniority.

e. No more than a total of five (5) sick days may be donated by any one officer during a calendar year.

f. The only time a donation of sick time may be asked for by an officer is when he has exhausted all his accumulated sick leave, vacation, holidays, personal days, compensatory time off and all other time off he may be entitled to.

g. The Chief's Office will at the end of each January prepare a report of the sick time used by all officers for the committee that administers the donation of sick time so that any officer wishing to donate same will know if the officer requesting such a donation has been abusing his own sick time.

h. The donation or refusal to donate sick time will be kept confidential from all others except that of the committee that administers same.

i. A list of the officers and the days that they donate will be submitted to and filed in the Chief's Office.

SECTION 4. 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, stepchild, brother, sister, mother-in-law, father-in-law, or other blood relatives 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, aunt, uncles, nieces, nephews and grandparents of both spouses, provided said employee attends the funeral.

SECTION 5. MILITARY LEAVE

1. An 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 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 the employee reports to 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 (30) days prior to his discharge from Military Service.

SECTION 6. 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 7. 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 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 supercede any current Civil Service ruling.

SECTION 8. SALARY PAYMENT UPON DEATH, ETC.

1. In the event of the death, retirement, or layoff of an officer, payment of salary shall be made up to and including the date of death, retirement or layoff together with any vacation, holidays and accumulated sick leave to which the employee may be entitled for services heretofore rendered to the City of Linden. However, payment for accumulated sick leave shall be limited to one (1) day's base 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 for the first two hundred and one (201) days of earned sick leave and similarly one (1) day's base pay for each two (2) days of accumulated sick leave over and above two hundred and one (201) days, to a maximum total reimbursement of ten thousand dollars (\$10,000.00). In the event of death, an officer's beneficiary or estate shall receive payment for all accumulated time earned by the officer up to the date of death.

2. Any officer who chooses to terminate his employment with the Department or who is terminated for reasons other than death, retirement, or layoff, shall not be entitled to reimbursement for unused sick leave.

3. Upon retirement an officer at his option, may 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.

SECTION 9. ASSOCIATION BUSINESS LEAVE

1. Members of the L.P.S.O.A. Good and Welfare Committee are designated as the negotiating committee. These members, three (3) in number shall be granted leave from duty with full pay for all meetings between the City and the L.P.S.O.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. The L.P.S.O.A. President or his designee shall be granted time off without loss of pay or time due to attend regularly scheduled State and/or Local L.P.S.O.A. meetings when such meetings are conducted at a time when the President or his designee are scheduled to work. Additionally, the L.P.S.O.A. President or his designee 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 Superior Officer. The time off for the scheduled meetings or hearings shall only be granted upon written notice and approval of the Police Chief or his designee.

3. The L.P.S.O.A. Grievance Committee, three (3) in number, shall be granted leave with full pay for all meetings between the City and the L.P.S.O.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 L.P.S.O.A. shall be granted leave from duty with full pay for all meetings of the State Association and the County Association meetings and all membership meetings of the Local L.P.S.O.A. when such meetings take place at a time when he is scheduled to be on duty.

5. One (1) superior officer who will be the alternate delegate for the annual PBA convention shall be granted leave from duty with full pay to attend said convention.

SECTION 10. SUPERVISOR'S DAY

1. Superior Officers shall be granted one (1) Supervisor's day off with pay annually. The day shall be paid at the officer's regular daily rate of pay.

2. A Supervisor's Day must be taken by December 31 of each year.

3. A Supervisor's Day must be requested at least five (5) calendar days in advance, subject to the final approval of the Police Chief or his designee.

ARTICLE 7

OTHER BENEFITS

SECTION 1. CLOTHING ALLOWANCE

1a. Each uniformed superior shall receive from the City an annual clothing credit of \$475.00 for replacement of clothing and equipment. All uniformed superiors with five (5) or more years of accredited service in the department, may no later than January 15 of each year, have the option of receiving up to three-quarters (3/4th) of the allocated clothing allowance in cash. The aforesaid cash payment is intended to be used to purchase particular types of individual officer's equipment not furnished by the City. Except for the aforesaid cash allowance, the replacement of clothing and equipment shall be selected by each employee and shall be purchased by the City in the usual manner. The accepted bid price shall be forwarded to the L.P.S.O.A. by the City. The difference between the actual retail price of the clothing and equipment and the accepted bid price shall be credited to the account of each officer for the purchase of additional clothing and equipment.

1b. Effective January 1, 1988, each uniformed superior shall receive from the City an annual clothing credit of \$550.00 for replacement of clothing and equipment. All language in 1a. above shall apply to this paragraph.

2a. Each member of the plainclothes and detective ranks shall receive an annual clothing credit in cash of \$250.00 in June and December of each year for an annual amount of \$500.00.

2b. Each member of the plainclothes and detective ranks shall receive an annual clothing credit in cash of \$287.50 in June and December of each year for an annual amount of \$575.00, effective 1/1

3a. Each superior officer shall receive from the City an annual non-taxable cash clothing maintenance allowance of \$410.00 for maintaining and cleaning of their uniforms. All officers shall receive said payments in the first pay period of December in each calendar year.

3b. Each superior officer shall receive from the City an annual non-taxable cash clothing maintenance allowance of \$470.00 for maintaining and cleaning of their uniforms. All officers shall receive said payments in the first pay period of December in each calendar year effective January 1, 1988.

4. If, in the performance of his duty, a superior officer's uniform or equipment is damaged, or if not due to negligence on the part of the officer, personal effects (i.e. eyeglasses, watches, etc.) are damaged or broken, the City shall replace same upon the discretion and approval of the Chief. Such approval shall not be unreasonably withheld.

5. In the event a superior officer terminates his employment in the Department in any manner whatsoever, said officer or his estate shall receive a pro-rata reimbursement for clothing allowance and clothing maintenance whenever possible for the remainder of the calendar year.

SECTION 2. INSURANCE BENEFITS

1. Superior officers covered by this Agreement and their eligible dependents shall be entitled to full coverage of Blue Cross-Blue Shield Hospitalization Plan, including Rider J and Major Medical, under the State Plan, the premiums of which shall be paid for by the City. Additionally, upon retirement all employees and their eligible dependents shall be entitled to all health benefits as provided through Chapter 88 Public Laws of the State of New Jersey - 1974 as it exists and may be amended.

2. The City shall provide all officers and their eligible dependents with dental care, vision care and prescription drug benefit plans. The entire cost of premiums to these plans shall be paid by the City.

3. The City shall provide each employee with an individual life insurance policy payable upon death in a face amount not less than \$15,000.00 and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

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, except that punitive damages assessed against such employees shall be specifically excluded. Such reimbursement shall include counsel fees and expenses together with the cost 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 \$11.00 per credit earned, up to a maximum of one hundred thirty-two (132) credits and upon satisfactory completion of each course with a minimum passing grade of "C" or its equivalent, 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 credit.

ARTICLE 8

COMPENSATION

SECTION 1. SALARY

1. The City shall 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. Base salaries for superior Police Officers shall be paid in accordance with the following schedule:

<u>RANK</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>
Police Captain	\$45,095.	\$48,880.	\$52,527.
Police Lieutenant	40,626.	44,036.	46,079.
Police Sergeant	36,600.	39,318.	41,874.

3a. Police Sergeants shall receive fifteen percent (15%) above the Police Officer 1st Grade base salary. Police Lieutenants shall receive eleven percent (11%) above the Police Sergeant's base salary. Police Captains shall receive eleven percent (11%) above the Police Lieutenant's base salary.

3b. Effective January 1st, 1988 Police Sergeants shall receive sixteen percent (16%) above the Police Officer 1st Grade base salary. As of this date Police Lieutenants shall receive twelve percent (12%) above the Police Sergeant's base salary.

3c. Effective January 1, 1989 Police Captains shall receive twelve percent (12%) above the Police Lieutenant's base salary.

4. Superior Officers assigned to detective investigative status prior to January 1, 1985 shall receive an additional seven and one-half percent (7½%) above the annual base salary of a Police Officer 1st Grade. Superior Officers assigned to Detective assignments prior to July 1, 1988 shall receive \$2,000.00 above their base salary.

SECTION 2. LONGEVITY

1. All full time Superior Officers employed prior to January 1, 1975 are eligible for the longevity pay program as follows:

More than 10 years but less than 15 years	4%
More than 15 years but less than 20 years	6%
More than 20 years but less than 25 years	8%
More than 25 years	10%

a. 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 July 1st to December 31 shall commence on the preceding July 1. 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 \$1,200.00 annually.

3. Additional compensation of any nature, including over-time pay, shall not be considered in computing longevity pay.

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

5. In computing the periods of longevity payments, credit shall be given for all times 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 purposes of determining the compensation of said longevity periods. Leaves of absence granted at the request of the employee shall not be considered in determining length of service.

SECTION 3. WORKERS COMPENSATION

All members shall be covered by Worker's Compensation.

SECTION 4. IN-SERVICE TRAINING WHILE OFF DUTY

1. Off duty police officers attending in-service training conducted within the Linden Police Department shall receive compensatory time at the rate of one and one-half (1½) times the officer's hourly rate of pay for each hour of training. Such training shall include C.P.R., First Aid, Fire Arms, etc.

2. Off duty police officers attending in-service training at other than the Linden Police Department from one (1) to four days shall receive compensatory time of ten and three quarter (10 3/4) hours, or nine (9) hours, twenty (20) minutes for each training day, depending on the officer's regularly scheduled workday. This time shall be paid at the officer's regular daily rate of pay for each day of training. And it shall be used within the same pay period it is accumulated, or at the discretion of the Police Chief or his designee.

3. Off duty police officers attending in-service training at other than the Linden Police Department for a period of five days or more shall receive compensatory time for the time spent in training in a manner determined by prior mutual agreement between the particular officer and the Chief of Police, or his designee.

ARTICLE 9

MISCELLANEOUS

SECTION 1. DEFINITIONS

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

2. 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 1.

3. Emergency: The term emergency as used herein shall mean any unusual condition 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 for duty early.

4. 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 discharge, resignation and absence of five (5) consecutive working days without leave or notice occurs.

a. Rank Seniority: Rank seniority is defined as the accumulated length of continuous service in a single rank classification.

b. Division Seniority: Division seniority is defined as the accumulated length of continuous service in a particular division of the Police Department.

c. With the exception of the Patrol Division, Division Seniority by rank shall prevail in the selection of vacations and days off. In the Patrol Division, Rank Seniority shall prevail in the selection of vacations, work shifts and days off.

5. Compensatory Time: An appropriate amount of time off for time worked.

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

SECTION 2. OTHER TERMS AND CONDITIONS

1. For the purpose of computing an officers daily rate of pay, divide the officers established annual salary by 260 days.

2. 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 if desired by the Chief of Police.

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

4. Any officer shall be permitted to volunteer his earned holidays off with pay or vacation days to another officer of the same or lesser grade classification.

ARTICLE 10

MANAGEMENT RIGHTS CLAUSE

All powers, duties and responsibilities which the Mayor, Governing Body, and Department Chief had prior to 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 11

GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the L.P.S.O.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 L.P.S.O.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 shall be submitted to arbitration within twenty (20) calendar days at the request of either party to the New Jersey Public Employment Relations Commission (PERC). An arbitrator shall be selected by the parties in accordance with the rules of PERC. The decision of such arbitrator shall be binding and final upon the parties. The parties agree that the cost of the arbitrator's fee shall be borne equally between them. Only the L.S.P.O.A. or the City shall have the right to submit a matter to arbitration.

ARTICLE 12

This Agreement shall be in effect from January 1, 1987 through December 31, 1990. Either party wishing to terminate, amend or modify this Agreement after December 31, 1989 must do so by giving written notice to the other party no later than 120 days and no less than 60 days prior to December 31, 1989. 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, 1990, it is agreed and understood that this 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.

CITY OF LINDEN

Paul Werkmeister

By: PAUL WERKMEISTER, MAYOR

ATTEST:

Val D Imbriaco

By: Val D. Imbriaco, City Clerk

LINDEN POLICE SUPERIOR OFFICERS ASSOCIATION

Walter Drake

By: President

ATTEST:

Christopher E. Aslin

By: Recording Secretary

A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE CITY OF
LINDEN AND THE LINDEN POLICE SUPERIOR
OFFICERS ASSOCIATION, INC.

WHEREAS, the City of Linden and the Linden Police Superior
Officers Association, Inc., have reached an agreement with regard
to rates of pay, hours of work, fringe benefits, working conditions,
and other matters, for the years 1987, 1988 and 1989;

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

PASSED: August 16, 1988

Richard T. Brzezicki
President of Council

APPROVED: August 17, 1988

Paul Werkmeister
Mayor

ATTEST:

Val D. Imbriaco
City Clerk

City Clerk, City of Linden, N. J.
Val D. Imbriaco
Date: 12/9/88