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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, 2006 through DECEMBER 31, 2010

Final Agreement - 2 / 1 / 06

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AGREEMENT

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THIS AGREEMENT entered into this 1st day of February, 2006, 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.

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ARTICLE II

INTERPRETATION

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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

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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.

1 D. The following constitutes the sole and exclusive method for resolving grievances between
2 the parties covered by this Agreement, and shall be followed in its entirety unless any step is
3 waived by mutual consent.
4

5 Step One: The aggrieved or the Association shall institute action under the provisions
6 hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred
7 or knowledge thereof, and an earnest effort shall be made to settle the differences between the
8 aggrieved employee and the Chief of Police for the purpose of resolving the matter informally.
9 Failure to act within said fifteen (15) calendar days shall be deemed to constitute an
10 abandonment of the grievance.
11
12

13 Step Two: If no agreement can be reached orally within ten (10) work days after the initial
14 discussion with the Chief of Police pursuant to step 1, the employee or the Association may
15 present the grievance in writing within ten (10) work days thereafter to the Chief of Police or
16 his designated representative. The written grievance at this Step shall contain the relevant facts
17 and a summary of the preceding oral discussion, the applicable Section of the contract violated,
18 and the remedy requested by the grievant. The Chief of Police or his designated representative
19 will answer the grievance in writing within ten (10) work days of receipt of the written
20 grievance.
21
22

23 Step Three: If the Association wishes to appeal the decision of the Chief of Police, such
24 appeal shall be presented in writing to the Mayor within ten (10) work days thereafter. This
25 presentation shall include copies of all previous correspondence relating to the matter dispute
26 The Mayor shall respond, in writing, to the grievance within twenty (20) work days of he
27 submission.
28

1 Step Four: If the Association wishes to appeal the decision of the Mayor, such an appeal
2 shall be presented in writing to the City Council within ten (10) work days thereafter. This
3 presentation shall include copies of all previous correspondence relating to the matter in
4 dispute. The City Council shall respond, in writing to the grievance within thirty (30) work
5 days of the submission. City Council may act as a whole, or by the President of Council or his
6 designee in the sole discretion of the President.
7

8
9 Step Five: If the grievance is not settled through Steps One, Two, Three and Four, either
10 party shall have the right to submit the dispute to arbitration pursuant to the rules and
11 regulations of the Public Employment Relations Commission within ten (10) work days after
12 receipt of the response form the City Council. The costs for the services of the arbitrator shall
13 be borne equally by the City and the Association. Any other expenses, including but not
14 limited to the presentation of witnesses, shall be paid by the parties incurring same.
15

16
17 E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has
18 jurisdiction to hear and decide the matter in dispute.
19

20
21 2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution
22 and Laws of the State of New Jersey, and be restricted to the application of the facts presented
23 to him involved in the grievance. The arbitrator shall not have the authority to add to, modify,
24 detract from or alter in any way the provisions of this Agreement or any amendment or
25 supplement thereto. The decision of the arbitrator shall be final and binding.
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1 F. Upon prior notice to and authorization of the Mayor, the designated Association
2 Representative shall be permitted as members of the Grievance Committee to confer with the
3 employees and the City and specific grievances in accordance with the grievance procedure set
4 forth herein during work hours of employees, without loss of pay, provided the conduct of said
5 business does not diminish the effectiveness of the City of Linwood Police Department or
6 require the recall of off-duty employees.
7

8
9 G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been
10 initiated within the time limits specified, then the grievance shall be deemed to have been
11 abandoned. If any grievance is not processed to the next succeeding step in the grievance
12 procedure within the time limits prescribed thereunder, then the disposition of the grievance at
13 the last preceding step shall be deemed to be conclusive. If a decision is not rendered within
14 the time limits prescribed for decision at any step in the grievance procedure, then the grievance
15 shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually
16 agreeing to extend or contract the time limits for processing the grievance at any step in the
17 grievance procedure. Nothing herein shall prevent the parties from mutually agreeing to extend
18 or contract the time limits for processing the grievance at any step in the grievance procedure.
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ARTICLE IV

NON-DISCRIMINATION

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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

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3 A. The City agrees to deduct from the salaries of its employees, subject to this Agreement,
4 dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.)
5 52:14-15.9e, as amended.
6

7
8 B. A check-off shall commence for each employee who signs a properly dated authorization
9 card, supplied by the Association and verified by the City Treasurer during the month following
10 the filing of such card with the City.
11

12
13 C. If during the life of this Agreement there shall be any change in the rate of membership
14 dues, the Association shall furnish the City written notice thirty (30) days prior to the effective
15 date of such change and shall furnish to the City either new authorizations from its members
16 showing the authorized deduction for each employee, or an official notification on the
17 letterhead of the Association and signed by the President of the Association advising of such
18 changed deduction.
19

20
21 D. The Association will provide the necessary "check-off authorization" form and the
22 Association will secure the signatures of its members on the forms and deliver the signed forms
23 to the City Clerk.
24

25 E. Any such written authorization may be withdrawn at any time by filing notice of such
26 withdrawal with the City Clerk. The filing of notice of such withdrawal shall be effective to
27 halt deductions in accordance with N.J.S.A. 52:14-15.0e, as amended.
28

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

3
4 G. The deduction shall commence for each employee who elects not to become a member of
5 the Association during the month following written notice from the Association of the amount
6 of fair share assessment. A copy of the written notice of the amount of the fair share
7 assessment must also be furnished to the New Jersey Public Employment Relations
8 Commission.
9

10
11 H. The fair share fee for services rendered by the Association shall be in an amount equal to
12 the regular membership dues, initiation fees and assessments of the Association, less the cost of
13 benefits financed through the dues and available only to members of the Association, but in no
14 event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and
15 assessments.
16

17
18 I. The sum representing the fair share fee shall not reflect the costs of financial support of
19 political causes or candidates, except to the extent that it is necessary for the Association to
20 engage in lobbying activity designed to foster its policy goals in collective negotiations and
21 contract administration, and to secure for the employees it represents advances in wages, hours
22 and other conditions of employment
23

24 J. Prior to January 1st and July 31st of each year, the Association shall provide advance written
25 notice to the New Jersey Public Employment Relations Commission, the City and to all
26 employees within the unit, the information necessary to compute the fair share fee for services
27 enumerated above.
28

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

5
6 L. The Association shall indemnify, defend and save the City harmless against any and all
7 claims, demand, suits or other forms of liability that shall arise out of or by reason of action
8 taken by the City in reliance upon salary deduction authorization cards or the fair share
9 assessment information as furnished by the Association to the City, or in reliance upon the
10 official notification or the letterhead of the Association and signed by the President of the
11 Association, advising of such changed deduction.
12

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

MANAGEMENT RIGHTS

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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.

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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.

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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.

1 5. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or
2 the target of a criminal investigation, he shall be immediately warned of all of his constitutional
3 rights pursuant to the Constitution of the United States and of the State of New Jersey and
4 immediately be permitted to consult with counsel of his own choosing prior to any questioning
5 taking place. Reimbursement of counsel costs, if any, will be in accordance with New Jersey
6 Statutes.
7

8
9 6. Members shall not be suspended or suffer any loss in benefits until after said member
10 has had a disciplinary hearing and has been found guilty, except in cases of a severe nature,
11 when the Chief deems the suspension of the member an immediate necessity for the safety of
12 the public or the welfare of the Department, or pursuant to Section 6:2 of the City of Linwood
13 Police Department Rules and Regulations. The Chief shall immediately submit a report
14 explaining such action to the Mayor and a copy of said report shall be made available to the
15 member upon submission to the Mayor.
16
17

18
19 B. A member who is the subject of a disciplinary investigation may not be required to prepare
20 reports other than reports filed in the normal course of business which deal with the subject
21 matter of the investigation, until after he has had reasonable opportunity to consult with his own
22 counsel.
23

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25 C. Nothing herein shall be construed to deprive the Department or its' officers to conduct the
26 routine and daily operations of the Department.
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28 D. Discipline shall be grievable and arbitrable in accordance with and pursuant to law.

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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

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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 hours of overtime. Employees who work a non-City related detail shall receive a minimum of four 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.

1 ARTICLE IX

2 HOLIDAYS

3
4 A. All employees covered by this Agreement shall receive fourteen (14) paid holidays per year
5 for the length of this Agreement. Said holidays shall be awarded as days off in addition to the
6 Employee's annual vacation and shall be given at any time during the calendar year upon the
7 employee's request, provided the employee shall have the approval of the Chief of Police or his
8 designee. Such days may be taken consecutively any time during the calendar year.
9

10
11 B. The following holidays will constitute the fourteen (14) holidays:

- 12
- | | |
|-----------------------------|----------------------------|
| 13 1. New Year's Day | 8. Labor Day |
| 14 2. Martin L. King, Jr. | 9. Columbus Day |
| 15 3. Lincoln's Birthday | 10. Election Day |
| 16 4. Washington's Birthday | 11. Veteran's Day |
| 17 5. Good Friday | 12. Thanksgiving Day |
| 18 6. Memorial Day | 13. Day after Thanksgiving |
| 19 7. Independence Day | 14. Christmas Day |

20
21 C. In the event the City or the Mayor close the offices in City Hall for any reason, employees
22 covered by this Agreement shall receive an administrative day off for each day the City's offices
23 are closed at the rate of hour for hour.
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ARTICLE X

VACATIONS

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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 service	20 working days
Sixteen to twenty years of service	23 working days
Twenty-one to twenty-five years of service	26 working days
Twenty-six to thirty years of service	29 working days

B. 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.

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

D. 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:

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YEARS OF SERVICE

MAXIMUM VACATION ACCRUED

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

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4 A. Three (3) additional days a year of leave may be used for personal, business, household or
5 family matters described in this Section and will be non-accumulative.
6

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8 B. Business means an activity that requires the Police Officer's presence and is of such a nature
9 that it cannot be attended to at a time outside of the workday.
10

11 C. Personal, household or family refers to matters when a Police Officer's absence from duty is
12 necessary for the welfare of the Police Officer or his family.
13

14
15 D. Personal days are in addition to and are not to be deducted from vacation, holidays, comp.
16 or sick leave days.
17

18
19 E. It is the intent of this Article to make every effort to grant the personal day to the officer
20 requesting same by the officer in charge.
21

22 F. Officers terminating their employment with the City or having their employment with the
23 City terminated by the City shall be entitled to be paid for all personal days not used.
24

25
26 G. Personal days cannot be used to extend holidays or vacations and must be approved by the
27 Chief of Police.
28

1 and when needed, provided that the City shall not require any of its employees who may
2 be disabled either through injury or illness as a result of, or arising from his respective
3 employment, to utilize the sick leave accumulated under this Section.
4

5
6 3. Medical Certificates

7 In the event of suspected abuse of sick leave, the City reserves the right to
8 request a medical certificate from a doctor at the City's expense, should an employee
9 absent himself from duty in excess of five (5) days or where a pattern of excessive
10 absence has occurred.
11

12
13 B. Pay Upon Termination

14 1. Upon the retirement, permanent disability, death, resignation, or termination of
15 employment for disciplinary violations, said employee, his spouse, or estate if applicable, shall
16 receive payments or terminal leave from the City, computed on the following basis at his daily
17 rate of pay at the time of the event, according to the following schedule:
18

19
20 a. Retirement

21 Upon the proffer of a "notice to retire" by an employee covered by this
22 Agreement, said employee, at his option, shall either;
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- 24
25 (1) receive payment of 50% of all accumulated and unused sick days
26 not to exceed 200 days and 100% of all accumulated and unused holidays
27 and vacation days or;
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(2) the employee may at any time, engage terminal leave of all accumulated and unused sick days, as certified by the City's CFO.

If payment is requested as in (1), 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.

If terminal leave is engaged as in (2), the City shall maintain the Officer as an employee on a full paid leave of absence basis until the certified time has expired.

b. 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.

c. 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 holidays 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.

d. Resignation

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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 200 days and 100% of all accumulated and unused vacation and holidays.

e. 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.

2. 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.

3. 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.

1 **C. Funeral Leave**

2
3 1. Special leave of absence with pay up to a maximum of four (4) working days shall be
4 granted to any employee in case of death within the immediate family, provided that said
5 employee attend the funeral.
6

7
8 2. The term "immediate family" shall include only father, mother, step-parent, father-in-
9 law, mother-in-law, grandparents, sister, brother, spouse, child, grandchild, foster child of an
10 employee and members of the immediate household.
11

12
13 3. The special leave period is for the sole purpose of arranging and attending funeral
14 services; such special leave may be extended without pay at the discretion of the Chief of
15 Police. The above shall not constitute sick leave and shall not be deducted from the employee's
16 annual sick leave.
17

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19 **D. Injury Leave**

20
21 1. Injury leave shall be granted with full pay to employees temporarily disabled through
22 injury, illness or exposure to contagious disease, as a result of, or arising from their respective
23 employment.
24

25
26 2. Any amount of salary or wages paid or payable to employees because of leave
27 pursuant to Section 1 above, shall be reduced by the amount of workmen's compensation
28

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

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

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14 **E. Limitations of Leave**

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

19
20
21 **F. Sick Leave Incentive**

22 The City agrees that any administrative officer who uses less than three (3) sick days in
23 a calendar year shall receive an incentive bonus of \$300.00 to be paid no later than January 30
24 of the calendar year next following in which the bonus was earned.
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1 **ARTICLE XIII**

2 **SALARY & WAGES**

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4 **A. BASE SALARY**

5 The base salaries for employees covered by this Agreement shall be effective on January
6 1 of each year and shall be paid bi-weekly according to the following schedule:
7

8

	<u>2006</u> (4.2%)	<u>2007</u> (4.2%)	<u>2008</u> (4.2%)	<u>2009</u> (4.2%)	<u>2010</u> (4.2%)
9 CAPTAIN	\$79,374	\$82,708	\$86,182	\$89,801	\$93,573
10					
11					
12 LIEUTENANT	\$75,634	\$78,810	\$82,120	\$85,569	\$89,163
13					
14					
15					

16 **B. LONGEVITY**

17
18 1. Administrative Officers covered by this Agreement shall be paid in addition to his
19 base salary, additional compensation of \$175.00 for each year of service to the City of Linwood
20 up to a maximum of \$4,025.00.
21

22
23 2. Longevity pay shall be applied on the basis of the officer's anniversary date of
24 employment and shall be paid bi-weekly together with, and in addition to, the Officer's base
25 salary and shall be included for pension purposes.
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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.

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1 ARTICLE XV

2 HOSPITALIZATION INSURANCE

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4 A. The City agrees to provide the enhanced New Jersey Blue Cross and Blue Shield Select
5 hospitalization insurance plan* for all employees covered by this Agreement, at the City's own
6 expense. The City will reimburse out-of-pocket costs to the member for out-of-network
7 hospitals and physicians if they would have been covered under the Medallion Plan. This
8 benefit is limited to \$1,200.00 per family per year or \$1,000.00 per individual per year as long
9 as Medallion coverage remains available. Bills and receipts are to be presented to the finance
10 office. Payments of same are to be made by the City within sixty (60) days of receiving said
11 bill or receipt.
12

13
14 B. The City agrees to pay for major medical insurance for the employee and family.
15

16 C. The City further agrees to provide the enhanced New Jersey Blue Cross and Blue Shield
17 Select Hospitalization Plan, Optical, Dental and Prescription Plans or equivalent plans agreed
18 upon by both parties to the Employee after twenty-five (25) years of service with the City. The
19 interpretation of this Section will be consistent with past practices. Retired employees will
20 maintain hospitalization coverage and other health benefits in said contract at time of
21 retirement. The City will continue to pay all group health insurance benefits until said
22 employee becomes eligible for Medicare, Medicaid and provided that he/she qualifies for
23 Medicare and Medicare Supplemental Insurance, the City will pay for the Supplemental
24 Insurance for said employee with Medicare being the Primary Insurer and in addition will
25 continue Prescription, Optical and Dental Insurance.
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28 * including unlimited therapy services i.e., chiropractic, physical, speech and cognitive.

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ARTICLE XVI

CLOTHING

A. In addition to any other benefit under this Agreement, all employees covered shall be entitled to a cleaning maintenance allowance for the cleaning and maintenance of his clothing and uniforms in the sum of six hundred dollars (\$600.00) per year. Said maintenance allowance shall be paid in a lump sum in the last pay period in November of the contract year.

B. It is further agreed that a clothing allowance for the employees shall be provided in an amount of seven hundred twenty-five dollars (\$725.00) per year, and is to be used solely for the purchase and replacement of uniforms (clothing for plain clothes officers) and said employees shall be required, upon request, to show proof of the purchase. It is further agreed that the City shall have discretion regarding uniforms, as to where and from whom they are purchased, and as to arranging for the purchase of same. In the event that the City originates any change in the present uniform or any part thereof, then the cost due each member as a result of that change shall be borne by the City and shall not be considered part of the yearly uniform allowance. Said allowance shall be paid in a lump sum in the last ay period in November of the contract year.

C. All uniforms damaged in the line of duty shall be replaced by the City after inspection and certification by the Chief of Police or his designee.

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.

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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.

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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.

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ARTICLE XX

MISCELLANEOUS PROVISIONS

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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.

ARTICLE XXI

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 2006 through midnight, December 31, 2010..

B. The parties agree that negotiations for a successor agreement and modifying, amending or altering this Agreement shall commence no later than September 1, 2010.

C. It is further agreed by the parties that the Association is seeking a successor agreement commencing on or before September 1, 2010 and that this Agreement shall remain in full force and effect until a successor agreement for 2011 is reached.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal at the City of Linwood, New Jersey on this 9th day of February _____, 2006

CITY OF LINWOOD



MAYOR
Richard DePamphilis, III



CITY ADMINISTRATOR
Ken Mosca

win\LinwoodSOAxx.06

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL NO. 77



PRESIDENT
Michael J. Bardello.



SHOP STEWARD
Captain Jim Baker