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A G R E E M E N T

BETWEEN

CITY OF LINDEN



And

LINDEN POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 42

JANUARY 1, 1995 THROUGH DECEMBER 31, 1997

LAW OFFICES

DORF & DORF, P.C.
2376 St. Georges Avenue
Rahway, New Jersey 07065

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ARTICLE I

PARTIES TO AGREEMENT

This is an Agreement made effective the day of
1995, 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 "PBA"), 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 and represents the complete and final understanding on all bargainable issues between the City and the PBA.

ARTICLE II

RECOGNITION

The City hereby recognizes the P.B.A. as the exclusive majority representative within the meaning of N.J.S.A. 34:13A-1.1, et seq., as amended, for all permanent police officers employed by the City excluding all superior officers.

ARTICLE III

RESPONSIBILITY OF PARTIES TO THIS AGREEMENT

A. The PBA agrees that neither the PBA nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow down, sick out, walk out or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the City in any form.

B. Nothing contained in this Agreement shall be construed to eliminate or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the PBA or its members.

C. The City agrees not to cause, authorize, or engage in any lockout of employees covered under this Agreement.

D. The City and the PBA may modify this Agreement during its term, provided any modifications agreed to are put in writing and are signed by both parties.

ARTICLE IV

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. Provided that there is no significant interference with a governmental policy decision, the hours of employment for all members of the bargaining unit who are or may be assigned to the Patrol Division and the police officers of the Traffic Bureau shall be as follows:

a. Four (4) consecutive days on duty followed by four (4) consecutive days off duty provided that no police officer will 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 (37-1/2) hours per week in any eight (8) consecutive week calendar period.

b. The foregoing hours of employment shall be changed back to the four (4) days on, two (2) days off, eight (8) hours per day work schedule, only if in the best interests of the City, as determined by the City, and after thirty (30) days prior written notice to the PBA.

c. Each police officer working in the Patrol Division and the police officers (excluding superior officers) of the Traffic Bureau 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.

d. Probationary police officers will not be assigned permanently until after a minimum of six (6) months service in the Department.

e. In the event of an emergency as defined in Article IX, Section A, paragraph 3, officers may be assigned to any shift for the duration of the emergency.

f. Upon completing a temporary assignment, each officer will be returned to his original shift schedule.

2. The hours of employment for all bargaining unit members other than those assigned to the Patrol Division and the police officers of the Traffic Bureau during the year shall be as follows:

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

b. The foregoing hours of employment shall be changed back to the four (4) days on, two (2) days off, eight (8) hours per day work schedule, only if in the best interests of the City, as determined by the City, and after thirty (30) days prior written notice to the PBA. Additionally, each officer so assigned will receive eighteen (18) days off with pay annually; said days must be scheduled in advance, subject to the Chief's approval.

3. Except in emergency, as defined in Article IX, Section A, paragraph 3, 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. In keeping with the

past practice, the Detective and Investigative Bureaus may, without direct order and solely voluntarily, waive said notice of schedule change. This shall be done on an individual and case-by-case basis and only when dealing with a major crime or a specific narcotics operation.

4. In an emergency, as defined in Article IX, Section A, paragraph 3, hereof, 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.

B. 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 in excess of a regularly scheduled daily tour of duty.

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, or 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. When an officer is held over to work beyond his regular scheduled daily tour of duty, each hour of overtime shall be paid as follows:

a. For the first hour only, the first ten (10) minutes worked shall be without additional compensation. For all time worked beyond ten (10) minutes, but not more than thirty

(30) minutes, one-half (1/2) hour of overtime compensation shall be paid. For all time worked beyond thirty (30) minutes, but not more than sixty (60) minutes, an additional one-half (1/2) hour of overtime compensation shall be paid.

b. For all time worked beyond the first hour as specified above, an officer shall be compensated with an additional one-half (1/2) hour overtime compensation for each fraction of one-half (1/2) hour worked beyond that first hour.

4. 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 a 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 minimum of two (2) hours at his overtime rate in addition to his day's pay.

C. Call In Pay

1. Any officer having completed a tour of duty who is dismissed at the end thereof and recalled back to duty at a time not contiguous to the officer's regular tour of duty, shall receive a minimum of two (2) hours work or pay at his prevailing overtime rate. (For annual inspection officers will not receive overtime pay.)

2. The call in pay referred to in Section 1 hereof shall not apply in those instances where the employee is recalled to duty for the purpose of correcting errors in any report which the employee submitted during that tour of duty.

3. In cases of discipline, any officer called into work during their time off for purposes of being read or served disciplinary charges or for interrogation or investigation into a matter which deals with or could deal with disciplinary action, shall be paid Call In Pay and overtime compensation in accordance with this Article. However, while every effort will be made to conduct the disciplinary hearing during an officer's on duty hours, the overtime and Call In Pay benefits of this Article will not apply to an officer whose disciplinary hearing is conducted during an officer's off-duty hours.

D. Rules Governing Overtime

1. Except in emergency situations, overtime shall be rotated among those officers in their respective divisions listed on the overtime roster. Exceptions to the rotation may occur when the demands of the particular assignment are such as to require an employee possessing specific training or expertise. 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. However, all officers may be required to work a reasonable amount of overtime.

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

3. For the purpose of calculating an officer's overtime hourly rate of pay only, his Total Salary (See Article VIII, Section A, paragraph 4) salary shall be divided by 1950 hours (52 weeks times 37.5 hours). For the purpose of calculating an officer's daily vacation and sick leave rates 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 such full dress inspection shall receive equal time off for time held over.

E. Compensation For 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 (1-1/2) 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 facilities other than the Linden Police Department and on any given day, which shall last for any time less than five (5) hours, shall receive compensatory time off equivalent to five and one-half (5-1/2) or four and three-quarter (4-3/4) hours, depending on the officer's regular work schedule. For

said training which lasts in time for more than five (5) hours, the officer shall receive compensatory time off equivalent to ten and three-quarters (10-3/4) or nine and one-half (9-1/2) hours, depending on the officer's regular work schedule. This formula shall be utilized for each and every day during which an officer is attending such training.

3. For in-service purposes only, except as stated above, time accumulated by police officers as compensation for time spent in training may be used within a reasonable period of time. It may be carried from one year to the next, provided it does not exceed a maximum of thirty-two and three-quarter (32-3/4) hours for officers assigned to a four (4) and four (4) work schedule, and twenty-eight (28) hours for officers assigned to a four (4) and three (3) work schedule. Concerning compensatory time carried over into the following year, the officer must show a good faith effort in attempting to take the accumulated time by the end of the first three (3) months of that following year. If the officer fails to do so, the accumulated time which was carried over from the previous year may be forfeited. If, however, the officer was not afforded the opportunity to take the time, then it shall continue to be carried.

4. In the event of termination of employment for any reason, payment for unused compensatory time remaining on the books shall be paid to the respective officer at the officer's hourly rate at the time of termination.

5. No officer, regardless of tour of duty, shall be required to change a tire on his/her police vehicle.

ARTICLE V

VACATIONS AND HOLIDAYS

A. Vacations

1. Earned vacations are to be granted to all officers except those assigned to the Patrol Division in accordance with the following schedule, based on the established annual salary pay rates:

<u>Years of Service</u>	<u>Amount of Vacation Time In Working Days</u>
1st year	1 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. Earned vacations are granted to all officers assigned to the Patrol Division in accordance with the following schedule, based on their established annual salary pay rates:

<u>Years of Service</u>	<u>Amount of Vacation Time In Working Days</u>
1st year	1 day per month worked
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 period fiscal year shall be from the first (1st) of January to the thirty-first (31st) day of December of each year.

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

6. During the second (2nd) full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned schedule.

7. After the first (1st) full year of employment, the amount of vacation shall be determined by the anniversary date of employment. Such vacation shall be granted during the fiscal year of said anniversary date.

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

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

10. 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.

B. Holidays

1.a. 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.

1.b. An officer can take two (2) annual holidays in segments of one (1) hour or more upon approval of the shift supervisor. A police officer can carry over one (1) holiday to January 31st of the following year and it must be used by that date. When used, the day off must be requested a minimum of five (5) days in advance and subject to the Chief's final approval. Approval shall not be unreasonably withheld. Such holiday shall be paid at the rate at which it was accumulated.

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

3. Pre-January 1, 1995: Prior to 1995, six (6) additional holidays were paid at straight time in lieu of time off, one (1) each paid prior to April 1, July 1 and October 1, and three (3) prior to December 31 of each calendar year.

4. Calendar Year 1995: Four (4) of the six (6) additional holidays noted in Section B.3. will be included in annual salary in accordance with Article VIII, Section A, paragraph 3.

5. Calendar Year 1996 and thereafter: The six (6) additional holidays noted in Section B.3. will be included in annual salary in accordance with Article VIII, Section A, paragraph 3.

6. Only officers assigned to the Patrol Division and Traffic Bureau will 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 will be paid on the basis of a nine and one-half (9-1/2) hour day for said holidays paid in lieu of time off.

7. Qualifications for payment of each holiday in lieu of days off will be active employment for a minimum of six (6) weeks in each eight (8) calendar week period of the first forty-eight (48) calendar weeks of the year.

C. Personal Days Off

1. Officers assigned to the Patrol Division only, will 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 will 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 will be reimbursed, one each, for active employment in the Patrol Division for a minimum of thirty (30) calendar days in each period between January 1 and June 30 and between July 1 and December 31 of the calendar year.

D. Police Officer Day

Each officer in the bargaining unit shall receive one (1) police officer day off per year. Said day shall be administered in accordance with the provisions of Section C herein above.

ARTICLE VI

SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

A. 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) consecutive working days. During 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) days period

and every thirty (30) days thereafter. Such certificates shall state the nature and prognosis of the illness or injury. In addition to the foregoing, the City may require proof of illness of an employee on sick leave, whenever such requirement appears warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

3. In the first (1st) 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 one and one-quarter (1-1/4) days per month or fifteen (15) days per year. Sick leave may be accumulated from year to year.

4. Accumulated sick leave may be used by an employee for illness, quarantine, restriction, pregnancy or disabling injury affecting a member of his immediate family, in accordance with the Department of Personnel Rules and Regulations, N.J.A.C. 4A:6-1.3 (a) through (h). For the purpose of this paragraph immediate family means spouse, child, parent or unmarried brother or sister.

5. 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.A. 40:11-9, now 40A:14-16, grant additional sick leave of 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.A. 40:11-19, now 40A:14-16, shall be made at ninety (90) day intervals during the first (1st) calendar year leave when applicable. In considering requests for extended sick leave under this subsection, the City agrees that it shall not act in arbitrary, capricious or unreasonable manner.

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.

8. Sick Leave Buy Back

a. A police officer with ninety (90) days of accumulated sick leave or more has the option to exchange sick leave for cash during each calendar year. The officer shall be paid eight (8) hours at his/her respective hourly rate of pay for each day exchanged. Each officer meeting the aforementioned criteria shall have the option of exchanging up to five (5) days, regardless of the number of sick days used in that respective year.

b. Sick days shall be exchanged at the annual base pay rate in the year that the sick days were accumulated.

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

B. Leave Of Absence As Result of Injury In Line Of Duty

1. When an employee is injured in the line of duty, the City Council shall, pursuant to N.J.S.A. 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 liability 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 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 for 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.

C. 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 will 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 PBA;

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 will be by seniority, starting by rank seniority for all superiors then seniority by length of service for all patrol officers, etc;

e. No more than a total of five (5) sick days may be donated by any one (1) officer to any other officer(s) 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 entitlements;

g. The Chief's office will, at the end of each January, prepare a report of the sick time used by all officers to 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.

D. 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. Leave with pay shall be consecutive work days only. However, if an officer is taking or has scheduled to take vacation leave and a death in the officer's family occurs, either as outlined herein or in subsection 2, hereinafter, that vacation time shall be converted to bereavement leave and the officer shall be credited with that same amount of vacation time for use at a later date. The term immediate family, for the purpose of this subsection, shall include:

The employee's spouse, child, parent, stepchild, 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, aunt, uncles, nieces, nephews and grandparents of both spouses, provided said employee attends the funeral.

E. 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 up to a maximum of fifteen (15) work days per year.

2. When an employee who is 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 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 thirty (30) days prior to his discharge from Military Service.

F. Outside Employment

Employees may engage in any lawful outside employment or outside business activities while off duty. However, employees will consider their position with the City as their primary employment. Any outside employment or business activity must not interfere with the employee's efficiency in his position with the City, nor constitute any conflict of interest. Other employment or business activity must not involve work contracts

or bids submitted for the City of Linden, agencies or autonomous bodies of the City of Linden. The City will notify the employee in writing in the event the employee's outside employment or business activity is interfering with the employee's efficiency in his position and/or constitutes a conflict of interest.

G. Leave of Absence

The Mayor or Chief, on request of an officer, upon seven (7) days notice, may grant up to one (1) 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 supersede any Civil Service rulings now on the books.

H. Payment On Death, Retirement, or Lay-Off

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 (only in the case of death or retirement and not for layoff) 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 off accumulated sick leave over and above two hundred and one (201) days, to a maximum total reimbursement of sixteen thousand (\$16,000) dollars in 1993 and nineteen thousand (\$19,000) dollars in 1994. For purposes of this payment only, a day's base pay shall be calculated on the basis of ten and three quarter (10-3/4) hours. In the event of death, an officer's beneficiary or estate will 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, or retirement, will not be entitled to reimbursement for unused sick leave.

3. 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.

I. Association Business Leave

1. Members of the PBA Good Welfare Committee are designated as the PBA 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 PBA 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 PBA President shall be granted time off without loss of regular pay or time due to attend regularly scheduled State and Local PBA meetings when such meetings are conducted at a time when the 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.

*RB 8-1-95
STATE DELEGATE 8-1-95*

3. The PBA Grievance Committee, seven (7) in number, shall be granted leave with full pay for all meetings between the City and the PBA 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 PBA shall be granted leave from duty with full pay for all meetings and all membership meetings of the local PBA when such meetings take place at a time when such officer is scheduled to be on duty.

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

6. In addition to the sections herein above, the PBA President or Executive Officer Designate shall be granted leave from duty with full pay in order to perform the duties of his/her respective office, after proper notification to the Shift Commander. This leave time shall not exceed four (4) hours monthly.

ARTICLE VII

OTHER BENEFITS

A. Clothing Allowance

1. Each new member of the Department shall, on the date of his 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 leather winter coat, one hat and two ties, not less than eight hundred fifty (\$850) dollars total cost during the initial twenty-four (24) months of employment. In the event an employee resigns or is terminated from the Department within eighteen (18)

months of hire, the entire uniform issue shall be returned or paid to the City. Each new member of the Department shall also be issued, upon date of hire, all necessary standard police equipment inclusive of a service revolver, badge, night stick and handcuffs.

2. All officers are responsible for turning all departmental clothing and equipment upon separation from the Linden Police Department. If this equipment is not turned in, the City shall deduct the value of same from the employee's last paycheck.

3. Pre-January 1, 1995: Prior to January 1, 1995 each uniformed officer with two (2) or more years of consecutive service with the City received an annual lump sum in cash of clothing allowance in the amount of six hundred twenty-five (\$625) dollars. Plain clothes and detective ranks received six hundred fifty (\$650) dollars. In addition, each officer received from the City an annual cash clothing maintenance allowance in the amount of five hundred fifty (\$550) dollars.

4. Effective January 1, 1995 the aforementioned clothing allowance and clothing maintenance allowance totalling eleven hundred seventy-five (\$1175) dollars for uniformed officers and twelve hundred (\$1200) dollars for plain clothes and detective rank will be included in the annual salary in accordance with Article VIII, Section A, paragraph 3.

5. If, in the performance of his duty, an 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 of the Chief, not to exceed one hundred (\$100) dollars per incident.

6. In the event an 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 maintenance, whenever possible.

7. A Uniform Committee shall be established for the purpose of reviewing the uniform of the day and determining changes, if any, which shall be made to same. The Committee shall consist of no more than three (3) members representing Police Administration and/or the City and three (3) chosen by the rank and file PBA. Said Committee shall be in agreement prior to any changes in the uniform being made.

8. Should the Uniform Committee decide upon a uniform change, the PBA and all bargaining unit members shall be notified of the change(s) by December prior to the year during which the change shall take place. Further, the effective date of said change shall take place no sooner than sixty (60) days following the receipt of the annual clothing allowance.

B. Insurance Benefits

1. All bargaining unit employees 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 are 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 a dental care plan, vision care plan and prescription drug plans. The prescription co-payment shall be increased to \$2.00 for generic drugs and \$5.00 for name brand drugs. The entire cost of premiums to these benefit plans will 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 of not less than fifteen thousand (\$15,000) dollars and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

4. The City reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided.

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

6. 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 reasonable counsel fees and expenses, judgments, and costs of appeal, if any. 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 reasonable counsel fees and costs 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 accept 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.

C. College Incentive Plan

1. A police officer attending school to attain an Associate Degree in Police Science shall, in addition to his regular annual salary, receive eleven dollars (\$11) per credit earned, up to a maximum of one hundred thirty-two (132) credits and upon satisfactory completion of each course with a maximum passing grade of "C" or its equivalent, each officer shall be reimbursed for all book and tuition costs.

2. This additional compensation shall be effective January 1 and July 1 of the current year, whichever date is closest to having earned such credit.

3. Effective July 1, 1995 police officers will receive no additional payment for credits earned on or after that date until they have earned an Associate Degree or a Bachelor Degree. The police officer will, however, continue to receive payment for those credits earned before July 1, 1995. Upon achieving a degree as noted below, the police officer will receive total compensation under this program as follows:

- a. Associate Degree: \$825
- b. Bachelor Degree: \$1650

4. Compensation for the Degrees noted above shall be effective on January 1 and July 1 of the current year, whichever date is closest to having earned such Degree.

ARTICLE VIII

COMPENSATION

A. Salary

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

2. Base Salary for 1994 is as noted on Page 30.

3. Annual Salary is defined to consist of base salary together with clothing allowance and clothing maintenance allowance which are to be included as noted below.

a. Effective January 1, 1995 - \$1175¹ (formerly clothing allowance, clothing maintenance allowance) and four (4) paid holidays will be included.

b. Effective January 1, 1996 - \$1175² (formerly clothing allowance, clothing maintenance allowance) and six (6) paid holidays will be included.

4. Total Salary is defined to consist of Annual Salary as noted above, longevity, college incentive plan, detective status pay and additional stipend pay.

5. Holiday Pay is determined as follows:

Total Salary divided by 1950 hours multiplied by either 9.5 or 10.75 hours (as appropriate) = Holiday Pay.

6. Base Salary for 1994 and Annual Salary for 1995, 1996 and 1997 for each officer shall be as follows:

¹ Plain clothes and detective ranks = \$1200

² Plain clothes and detective ranks = \$1200

RANK	BASE SALARY 1994	ANNUAL SALARY 1995	ANNUAL SALARY 1996	ANNUAL SALARY 1997
POLICE OFFICER 1ST GRADE	\$47,621	\$51,688	\$54,073	\$55,966
POLICE OFFICER 2ND GRADE	\$46,168	\$50,176	\$52,482	\$54,319
POLICE OFFICER 3RD GRADE	\$44,707	\$48,617	\$50,857	\$52,637
POLICE OFFICER 4TH GRADE	\$43,252	\$47,076	\$49,248	\$50,972
POLICE OFFICER 5TH GRADE	\$33,911	\$36,480	\$38,164	\$39,500
POLICE OFFICER 6TH GRADE	\$-----	\$32,000	\$33,500	\$35,000
ACADEMY GRADUATION	\$-----	\$28,000	\$29,000	\$30,000
POLICE OFFICER PROBATIONARY	\$24,572	\$26,454	\$27,862	\$28,837

B. Detective and Special Investigative Assignment

1. Police officers assigned to detective investigative and special investigative status shall receive the following in addition to their Annual Salary:

1995	\$3,725
1996	\$3,825
1997	\$3,950

The aforementioned payments represent rounded figures agreed to by the Parties after initially calculating the 1995 payment by multiplying $47,621.00 \times .075 \times 1.035$. 1996 and 1997 figures were thereafter increased by .035 each.

2. One-third of the addition shall be paid as of the effective date of the assignment; one-third six (6) months after the effective date of the assignment; and one-third twelve (12) months after the effective date of the assignment.

C. Training Officers

Only police assigned to the Patrol Division are eligible for assignment as Training Officers. Further, in order to qualify for said assignment, an officer must have achieved the pay status of Patrol Officer 1st Grade or must have completed five (5) years of service with the Linden Police Department, whichever comes first. Not less than four (4) nor more than six (6) officers shall be assigned to this position. They shall receive additional compensation, annually, over their base salary in the amount of six hundred (\$600) dollars.

D. Traffic Bureau

Police officers (maximum of four (4)) assigned as Investigators in the Traffic Bureau shall receive additional compensation, annually, over their base pay in the amount of five hundred (\$500) dollars.

E. Longevity

1. All full-time sworn and classified bargaining unit employees 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 not less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary:

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%

2. 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 31st. The longevity shall be calculated based on the salary as of December 31st of the preceding year.

3. In no case will the longevity pay exceed the sum of one thousand two-hundred dollars (\$1,200.00) annually.

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

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

6. In computing the periods of longevity payments, credit will 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 will not be considered in determining length of service.

F. Worker's Compensation

All police officers will be covered by Worker's Compensation.

ARTICLE IX

MISCELLANEOUS

A. Definitions

1. Full-time sworn employees: Full-time sworn employees are all regular full-time police officers, investigative detectives and plain clothesmen employed by the City, in the Police Department, who shall be subject to twenty-four (24) hour call, which includes Sundays and holidays.

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 1st shall commence on the preceding July 1st.

3. 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 employee's 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.

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 any of the following occur:

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

a. Rank Seniority: Rank Seniority is defined as the accumulated length of 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. Scheduled Holidays: When an officer has been granted a day off officially on the bulletin board.

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

B. Other Terms and Conditions

1. For the purpose of computing an officer's daily rate of pay, divide the officer's 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. Further, an individual officer shall have the right to submit a written rebuttal to any derogatory material to be placed within said personnel file within ten (10) calendar days after such material has been placed in the officer's personnel file. The rebuttal shall be attached to and be considered as a part of the initial derogatory document.

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

4. An officer will be permitted to volunteer his earned holidays off with pay or vacation days to another officer at the same or lesser grade classification in the same division of the Department.

5. Whenever an employee is called before any superior officer or representative of the City for questioning or interrogation, and the employee may reasonably believe that disciplinary action may be taken against said officer as a result of said questioning or interrogation, then the employee shall be entitled to request and have present a PBA representative during any and all questioning or interrogation.

ARTICLE X

MANAGEMENT RIGHTS CLAUSE

A. The City of Linden 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 the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees 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 use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.

3. To hire all employees, to promote, transfer, assign or retain employees in positions within the City.

4. To reprimand, suspend, discharge or take any other appropriate disciplinary action against any employee for just cause.

5. To lay off employees in the event of lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in 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 are in conformance with the Constitution and laws of New Jersey and of the United States and ordinances of the City of Linden.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties or responsibilities under R.S. 40, 40A and 11 or any other national, state, county or local laws or ordinances.

ARTICLE XI

GRIEVANCE PROCEDURE AND ARBITRATION

A. In the event that any difference or dispute should arise between the City and the PBA, 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:

Step 1

A meeting shall be held immediately between the aggrieved employee and the supervisor in charge. The supervisor 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 PBA 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)

working days at the request of either party to the New Jersey Public Employment Relations Commission (PERC).

An arbitrator shall be selected by the parties from the panel or arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Public Employment Relations Commission. The decision or award of an arbitrator shall be final and binding on the parties to the extent permitted by and in accordance with the applicable law and this Agreement. No arbitration decisions or awards shall conflict with any law, rulings or regulations having the force of law.

The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation of this Agreement. He shall confine himself to the one (1) issue submitted for arbitration.

The cost of the service of the arbitrator shall be borne equally by the parties. Any other expenses including the presentation of witnesses incurred in connection with the arbitration shall be paid by the party incurring same. Only the PBA or the City shall have the right to submit a matter to arbitration.

B. At the request of a police officer, a representative of the PBA shall be present when the reading of formal charges against an officer and that officer's pleading occurs and at all subsequent stages of the formal hearing procedure.

ARTICLE XII

EMPLOYEE DISCIPLINE

A. No employee shall be reprimanded, suspended, fined or discharged without just cause.

B. Grievances filed under this Article shall be arbitrable to the extent permitted by law.

ARTICLE XIII

NO WAIVER

Failure by either party to exercise any right pursuant to this Agreement shall not be deemed nor interpreted as a waiver of such rights.

ARTICLE XIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or application of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.

ARTICLE XVI

DURATION

This Agreement entered into this _____ day of _____, 1995 shall be effective from January 1, 1995 through December 31, 1997. Any changes in salary or other economic benefits will apply only to those police officers in the employ of the City as of the date of signing of this Agreement or who retired from the employ of the City or who died during the term of this Agreement. Either party wishing to terminate, amend, or modify this Agreement after December 31, 1997 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, 1997.

In the event that a notification pursuant to above has been given by either Party as required above and a new contract has not been entered into by January 1, 1995, it is agreed and understood that this Agreement shall remain in full force and effect until such new contract is ratified by both parties.

LINDEN P.B.A. LOCAL NO. 42

CITY OF LINDEN



PRESIDENT



MAYOR JOHN T. GREGORIO

ATTEST:

ATTEST:



SECRETARY



VAL IMBRIACO, CITY CLERK