

**AGREEMENT**

**BETWEEN**

**CITY OF LINDEN**

**AND**

**LINDEN POLICE SUPERIOR OFFICERS' ASSOCIATION, INC.**

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**January 1, 2005 through December 31, 2008**

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This Agreement is made effective the first day of January, 2005 between the CITY OF LINDEN, New Jersey, (hereinafter referred to as the "City") and the LINDEN POLICE SUPERIOR OFFICERS' ASSOCIATION, INC. (hereinafter referred to as the "LPSOA") representing all full-time sworn police superior officers of the City through the rank of Deputy Chief represents the complete and final understanding of all bargainable issues between the City and the LPSOA.

## **ARTICLE II**

### **RECOGNITION**

#### **A. Unit to be Recognized**

The City hereby recognizes the LPSOA as the exclusive majority representative within the meaning of N.J.S.A. 34:12A1.1, et seq. , as amended for all permanent police superior officers employed by the City through the rank the Deputy Chief. Should a dispute arise as to the employees who constitute an appropriate unit, the matter shall be submitted to the Public Employment Relations Commission (PERC) or its designee for resolution. This shall be done provided the parties are unable to settle the matter between them.

#### **B. Area of Negotiation**

The City and the LPSOA recognize that cooperation between the City and the superior officers of the Police Department has been established and that such cooperation rests squarely on mutual understanding arrived at through collective negotiation.

## **ARTICLE III**

### **RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT**

**A.** The City and the LPSOA on behalf of its members accept the responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes.

**B.** The LPSOA agrees that neither the LPSOA 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, walkout 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.

**C.** 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 LPSOA or its members.

**D.** The City and the LPSOA 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 superior officers assigned to the Patrol Division shall be as follows:

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

**b.** The foregoing hours of employment shall revert to four (4) days on, two (2) days off, eight (8) hours per day work scheduled, only if the City determines it is in its best

interest to do so. In that event, the City must give the LPSOA thirty (30) days prior written notice.

**c.** Subject to the prior approval of the Chief or his designee, each sergeant working in the Patrol Division shall be assigned on the rank seniority preference to one (1) of up to six (6) daily shifts of ten and three quarter (10 3/4) hours each. Only the Sergeant assigned to the 0930 hours to 2015 hours shift, shall be permitted to change the start and end time of this shift to 0730 hours to 1815 hours, which shall be done in the best interest of the Department to provide complete and adequate coverage to the citizens of the City.

**d.** Subject to the approval of the Chief or his designee, each Lieutenant working in the patrol Division shall be assigned on rank seniority preference to one (1) of up to three (3) shifts of ten and three quarter (10 3/4) hours each.

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

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

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

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

**3.** Except in an emergency, as defined in Article IX, Section A, Paragraph 2, no change or modification of a superior officer's regular scheduled tour of duty shall occur without seven (7) calendar days advance written notice to the superior officer of such change by

the Chief or his designee.

4. In an emergency, as defined in Article IX, Section A, Paragraph 2, hereof, the Chief or his designee shall be allowed to summon and keep on duty as many superior officers as either deem necessary to cope with said emergency.

5. Superior officers shall be subject to twenty four (24) hour call including Sundays and Holidays.

## **B. Overtime**

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

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

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

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

overtime rate.

### **C. Call-In Pay**

1. If a superior officer after completing a tour of duty is dismissed and then is recalled to duty at a time not contiguous to the officer's regular tour of duty, he shall receive a minimum of two (2) hours of work or pay at his prevailing overtime rate.

2. The call-in pay referred to in Section 1 shall not apply when the employee is recalled for the purpose of correcting or completing any report which the employee submitted during that tour of duty.

### **D. Rules Governing Overtime**

1. Except in emergency situations, as defined in Article IX, Section A, Paragraph 2, overtime shall be rotated among those officers in their respective divisions listed on the overtime roster. Superior officers on limited duty for medical reasons shall be excluded from the overtime list. Any officer refusing an assignment of overtime shall be charged as having worked and placed on overtime roster accordingly. However, all officers may be required to work a reasonable amount of overtime.

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

3. For the purpose of calculating an officer's overtime hourly rate of pay, his total salary shall be divided by 1950 hours (52 week time 37.5).

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

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

## **ARTICLE V**

## VACATIONS AND HOLIDAYS

### **A. Vacations**

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

<b><u>YEARS OF SERVICE</u></b>	<b><u>NUMBER OF WORKING DAYS VACATION</u></b>
1 <sup>ST</sup> through 5 <sup>th</sup> year	12 working days per year
6 <sup>th</sup> through 10 <sup>th</sup> year	13 working days per year
11 <sup>th</sup> through 15 <sup>th</sup> year	17 working days per year
16 <sup>th</sup> through 20 <sup>th</sup> year	20 working days per year
21 <sup>st</sup> through 25 <sup>th</sup> year	23 working days per year
26 <sup>th</sup> year and over	27 working days per year

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

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

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

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

5. The amount of vacation shall be determined by the anniversary date of employment.

Vacation shall be granted during the vacation year of the officer's anniversary date.

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

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

**B. Holidays**

1. Each officer shall be granted ten (10) 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 ten (10) 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 ten (10) days off may do so only by notifying the Chief's office no later than April 1 of the calendar year. Payment will be made in accordance with the formula contained in Article VIII, Section A.5.

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

**3. Pre-January 1, 1995:**

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

**4. 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.2.

**C. Personal Days Off**

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

2. Officers assigned to the Patrol Division only, will receive personal day(s)off annually with pay as follows:

a. Hired before April 3, 2000 - two (2) Personal Days.

b. Hired on or after April 3, 2000 - one (1) Personal Day.

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

4. Upon retirement, death or layoff, personal days shall 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. Supervisor's Day**

1. Superior officers hired before April 3, 2000 shall be granted one (1) Supervisor's day off with pay annually. The day shall be paid at the officer's regular daily rate of pay.

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

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

### **ARTICLE 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 shall be granted

to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

2. A certificate from the employee's doctor or Department physician shall be required as sufficient proof of the need for sick leave after two (2) working days. During sick leave periods of thirty (30) consecutive days or more, an additional doctor's certificate shall be furnished within three (3) days after the initial thirty (30) day period and every thirty (30) days thereafter if so requested by the Chief's office. Such certificates shall state the nature and prognosis of the illness or injury. 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. Accumulated sick leave of not more than four (4) days may be used by an employee for illness, quarantine, restriction, pregnancy or disabling injury affecting a member of his immediate family, provided a physician certifies the need of such employee's personal attendance upon the affected person. For the purpose of this paragraph, immediate family means spouse, child, parent, or unmarried brother or sister.

4. In any case where an employee has exhausted all sick, vacation, personal, compensatory time and all other accrued or accumulated leave, the 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. 40:11-19 now 40A:14-16, grant additional sick leave up to one (1) calendar year. The Chief of Police shall forward the physician's request for extended sick leave to the City Council within thirty (30) days after receipt thereof. Such determination shall be based on a medical report. Request for additional sick leave under N.J.S.A. 40:11-19 (now 40A:14-16) shall be made at ninety (90) day intervals during the first calendar year leave when applicable. In considering requests for extended sick leave under this subsection, the City agrees that it shall not act in an arbitrary,

capricious or unreasonable manner.

a. Any additional sick leave with pay granted to an officer under this Section shall be owed and returnable to the City when sick leave days are again being earned by the officer.

5. 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.

6. 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.

#### **7. Sick Leave Buy Back**

a. Effective January 1, 2005, any police officer with ninety (90) days of accumulated sick leave or more has the option of selling back sick time to the City of Linden on an annual basis, as follows:

- 1) Any employee who has not used any sick time within a calendar year, is eligible to sell back up to ten (10) sick days, in eight (8) working hour increments.
- 2) Any employee who has used up to five (5) sick days within a calendar year, eligible to sell back up to five (5) sick days, in eight (8) working hour increments.
- 3) Sick leave shall be sold at the employee's prevailing salary at the time of the sell back.

b. An officer exercising this option shall inform the office of the Treasurer no later than

October 15 of each calendar year.

**B. Leave of Absence as a Result of Injury in the Line of Duty**

1. When an employee is injured in the line of duty, the City Council shall, pursuant to N.J.S.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 proofs of the inability of the employee to work. Said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be charged any sick leave for the time lost do to such injury.

2. Prior to the passage of the resolution referred to in paragraph 1, a contract shall be executed between the employee and the City, setting forth that the employee shall reimburse the City for monies he may receive as 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 shall be on a voluntary basis.

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

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

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

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

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

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

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

i. A list of the officers and the days that they donate will be submitted 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 date following the funeral. The term immediate family, for the purpose of this subsection shall include:

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

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

#### **E. Military Leave**

1. An employee who is a member of the National Guard, Naval Militia, Air National

Guard, or reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation up to a maximum of fifteen (15) work days per year.

2. When an employee has been called to active duty or inducted into the Military or Naval Forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service, and the City shall make pension payments required during said leave. Each employee shall be reinstated without loss of privileges or seniority provided the employee reports to duty with the City within sixty (60) days following his honorable discharge or separation from the Military Service, and provided he has notified the City of his intent to report for duty within thirty (30) days prior to his discharge from Military service.

#### **F. Outside Employment**

An employee may engage in any lawful outside employment or outside business activity while off-duty provided the Chief has been notified in advance concerning the name of the employer and the nature of such employment. 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 upon recommendation of the Chief, on request of an officer, upon seven (7) days notice, may grant up to one year's leave of absence without pay to said officer, when confirmed by the 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 current Civil Service ruling.

#### **H. Salary Payment Upon Death, Etc.**

1. In the event of the death, retirement, or layoff of an officer, payment of salary shall be made up to and including the date of death, retirement or layoff together with any vacation, holidays and accumulated sick leave to which the employee may be entitled for services heretofore rendered to the City of Linden. However, payment for accumulated sick leave shall be limited to one (1) day's base pay at the rate which is in effect on the date of death, retirement or termination, for each three (3) days of accumulated sick leave for first two hundred and one (201) days of earned sick leave and similarly one (1) day's base pay for each two (2) days of accumulated sick leave over and above two hundred and one (201) days to a maximum total reimbursement of nineteen thousand dollars (\$19,000.00). For the purpose of this payment only, a day's base pay shall be calculated on the basis of ten and three quarters (10-3/4) hours. In the event of death, an officer's beneficiary or estate shall receive payment for all accumulated time earned by the officer up to the date of death.

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

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

## **I. Association Business Leave**

1. Members of the LPSOA Good and Welfare Committee are designated as the negotiating committee. These members, three (3) in number shall be granted leave from duty with full pay for all meetings between the City and the LPSOA for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

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

3. The LPSOA Grievance Committee, two (2) in number, shall be granted leave with full pay for all meetings between the City and the LPSOA 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 LPSOA shall be granted leave from duty with full pay for all meetings of the State Association and the County Association meetings and all membership meetings of the Local LPSOA when such meetings take place at a time when he is scheduled to be on duty.

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

## **ARTICLE VII**

### **OTHER BENEFITS**

#### **A. Clothing Allowance and Clothing Maintenance Allowance**

1. Effective January 1, 1995 the clothing allowance and clothing maintenance allowance totaling \$1250 was included in the Annual Salary in accordance with Article VIII, Section A.2.

2. 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 two hundred fifty dollars (\$250.00) per incident.

#### **B. Insurance Benefits**

1. Effective January 1, 2005, all new employees hired after March 1, 2005, shall enroll in the Managed Health Program, as implemented by the City of Linden.

2. All other employees hired before March 1, 2005 and their eligible dependents shall be entitled to full coverage of Blue Cross/Blue Shield Hospitalization Plan, including Rider J and Major Medical, the premiums of which shall be paid for by the City. Additionally, upon retirement all employees and their eligible dependents shall be entitled to all health benefits as provided through N.J.S.A. 40A:10-23, as it exists and may be amended.

3. The City shall provide all officers and their eligible dependents with dental care, vision care and prescription drug benefit plans. The prescription co-payment shall be \$10.00 for generic drugs and \$20.00 for name brands effective January 1, 2005. The entire cost of premiums to these plans shall be paid by the City.

4. The City shall provide each employee with an individual life insurance policy payable upon death in a face amount of not less than \$15,000.00 and shall further pay the

premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

5. The City reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided. The City will provide the LPSOA with thirty (30) days notice of the change.

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

**7. Waiving Health Insurance Coverage**

Employees who are covered under the health insurance plan of a spouse, not employed by the City of Linden or employees who have health insurance coverage elsewhere, may decline the City's health insurance coverage and will be entitled to an annual cash payment in accordance with the provisions of the City of Linden approved December 22, 1999.

8. Whenever any civil action has been or shall be brought against any employee covered under this Agreement for any act or omission arising out of or in the course of or within the scope of the performance of his duties, the City shall defend such employee and shall defray all costs of defending such action, including the payment of counsel fees and expenses, judgments, costs of appeal, if any, and shall save harmless and protect such employee from financial loss resulting therefrom. Should any criminal or disciplinary action be instituted against employees entitled to defense in civil actions according to the foregoing sentence for any such act or omission arising out of his employment as a police officer, the City shall reimburse him for the cost of defending such proceedings, except that punitive damages assessed against such employees shall be specifically excluded. Such reimbursement shall include counsel fees and expenses together with the cost of appeals, if any. The City Attorney shall provide legal services for such employee or the Governing Body shall engage special counsel at reasonable fees to handle the defense of such

employee. If the employee does not desire the services offered by the City of Linden, he shall be responsible for his own fees and expenses. Funds shall be allocated in the annual budget for any prospective legal fees for such action.

### **C. College Incentive Plan**

1. Any police officer attending school to attain an Associate Degree or a Bachelor Degree in Police Science shall in addition to his regular annual salary receive \$14.00 per credit earned, up to a maximum of one hundred thirty-two (132) credits and upon satisfactory completion of each course with a minimum passing grade of "C" or its equivalent, each officer shall be reimbursed for all book and tuition costs.

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 payments 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: \$ 950

b. Bachelor Degree: \$1900

Effective January 1, 2000, the following is to be included:

c. Masters Degree: \$2850

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.

### **D. Physical Fitness Options**

All superior officers at the discretion of the Chief or his designee shall be entitled to engage in an hourly program of physical fitness while on duty in lieu of their meal break

when sufficient manpower prevails. Officers will be subject to immediate call.

**ARTICLE VIII**

**COMPENSATION**

**A. Salary**

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

2. **Annual Salary** is defined effective January 1, 1997 to include \$1,250.00 clothing allowance and clothing maintenance allowance and six (6) paid holidays which are to be included as noted below.

3. **Total Salary** is defined to consist of Annual Salary as noted above, longevity, college incentive plan, senior officer diff., detective status pay and additional stipend pay.

4. **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.

5. **Maximum Annual Salary** for 2005, 2006, 2007, and 2008 for Superior Police Officers shall be as follows:

**ANNUAL SALARY**

<b>Rank</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
DEPUTY CHIEF	116,647	121,313	126,166	131,213
POLICE CAPTAIN	111,239	115,689	120,317	125,130
POLICE LIEUTENANT	96,379	100,234	104,243	108,413
POLICE SERGEANT	86,305	89,757	93,347	97,081

\*Police Sergeants and Police Lieutenants who are promoted to those ranks effective July 1, 1996 and thereafter will be compensated as follows:

<b>Police Sergeant</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
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Upon Promotion	80,391	83,607	86,951	90,429
One (1) year after promotion	83,061	86,383	89,838	93,432
Two (2) years after promotion	86,305	89,757	93,347	97,081

<b>Police Lieutenant</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
Upon Promotion	88,065	91,588	95,252	99,062
One (1) year after promotion	93,266	96,997	100,877	104,912
Two (2) years after promotion	96,379	100,234	104,243	108,413

## **6. Senior Officer Differential**

Effective January 1, 2000 officers who have completed their twentieth (20) year of service with the City of Linden on or after January 1 of that year or any succeeding year shall receive a Senior Officer differential in the amount of \$1,500 per year to be paid in equal bi-weekly installments.

## **7. Annual Salary Increase**

Effective January 1, 2005, a wage increase of four-percent (4%) shall be given to all eligible employees. Effective January 1, 2006, a wage increase of four-percent (4%) shall be given to all eligible employees. Effective January 1, 2007, a wage increase of four-percent (4%) shall be given to all eligible employees. Effective January 1, 2008, a wage increase of four-percent (4%) shall be given to all eligible employees.

## **B. Detective Investigative Assignment**

1. Superior officers assigned to detective investigative status prior to January 1, 1985 shall receive \$3,950.00 in addition to their Annual Salary.

2. Superior officers assigned to detective investigative status prior to July 1, 1985 shall

receive \$2,000 above their annual base salary.

**C. Longevity**

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

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

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

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

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

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

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

**D. Workers Compensation**

All superior officers shall be covered by Worker's Compensation.

**E. In-Service Training While Off Duty**

1. Off duty police officers attending in-service training conducted within the Linden

Police Department shall receive compensatory time at the rate of one and one half (1½) times the officer's hourly rate of pay for each hour of training. Such training shall include C.P.R., First Aid, Fire Arms, etc.

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

3. Off duty police officers attending in-service training at other than the Linden Police Department for a period of five (5) days or more shall receive compensatory time for the time spent in training in a manner determined by prior mutual agreement between the particular officer and the Chief of Police, or his designee.

**F. Witness Compensation**

Supervising officers required by the Chief to appear as a witness as a result of the supervising officer's official duties shall be compensated at the rate of time one half their regular straight time rate of pay for those hours outside their regular working hours.

**G. Beeper/Pager Compensation**

1. The present superior officers (as of the date of execution of the Agreement) who have been directed to carry a beeper/pager will receive annual compensation so long as they are so directed in accordance with the following schedule:

7-1-00	\$1,250.00
7-1-01	\$2,100.00
1-1-02	\$3,000.00
10-1-02	\$3,950.00

Those superior officers who are at or above any of the aforementioned

compensation figures will remain at such compensation until the schedule catches up to them. For example, a superior officer presently being compensated at \$2,000 will move to \$2,100 on 7-1-01 and a superior officer at \$3,950.00 will remain at that figure.

## **ARTICLE IX**

### **MISCELLANEOUS**

#### **A. Definitions**

1. **Steps:** All steps as noted in Article VIII, Section A.6. will be paid on the anniversary of the promotion.

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

3. **Seniority:** Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hiring. An employee's length of service shall not be reduced by time lost due to Military Service, injury in the line of duty or illness. Seniority shall be lost and employment terminated if discharge, resignation and absence of five (5) consecutive working days without leave or notice occurs.

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

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

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

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

**5. Scheduled Holidays:** When an officer has been officially granted a day off by the Division Commander or the Chief or their designees and it is so noted on the bulletin board.

**6.** A Supervisory officer living within the City limits of the City of Linden shall upon request to the Chief have the option of being picked up at home prior to the commencement of his shift.

**B. Others Terms and Conditions**

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

**2.** Officers may elect to receive their paycheck via direct deposit.

**3.** Each officer shall have the right to inspect his entire personnel file on reasonable notice and at reasonable times, provided a designated superior officer is present at the time of inspection if desired by the Chief of Police.

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

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

**ARTICLE 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 Police Department of 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 judgement 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 ordinance.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

**A.** In the event that any difference or dispute should arise between the City and the LPSOA, 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 thirty (30) calendar days of its occurrence.

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

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

**Step 3:** In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance shall be submitted to arbitration within twenty (20) calendar days at the request of either party to the New Jersey Public Employment Relations Commission (PERC).

## **B. Arbitration**

1. The arbitrator shall be selected from the panel of 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, ruling or regulations having the force of law.

2. 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 unless the parties have agreed otherwise and the arbitrator may, if he deems it relevant and if requested by one or both of the parties consider prior interpretation or application of this Agreement.

3. 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 LPSOA or the City shall have the right to submit a matter to arbitration.

## **ARTICLE XII**

### **SEPARABILITY AND SAVINGS**

If any provisions 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 shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XIII**

### **FULLY BARGAINED PROVISIONS**

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this Agreement represents and incorporates a complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

## **ARTICLE XIV**

### **DURATION**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2005 shall be effective from January 1, 2005 through December 31, 2008. Any changes in salary or other economic benefits will apply only to those police officers in the employment of the City as of the date of signing of this Agreement or who retired from the employment of the City or who died during the time of this Agreement. Either party wishing to terminate, amend, or modify, this Agreement after December 31, 2008 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, 2008.

In the event that the 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, 2005, 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 POLICE SUPERIOR  
OFFICER'S ASSOCIATION, INC.**

**CITY OF LINDEN**

\_\_\_\_\_  
**PRESIDENT**

\_\_\_\_\_  
**MAYOR**

**ATTEST**

**ATTEST**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**VAL D. IMBRIACO, CITY CLERK**