

A G R E E M E N T

AGREEMENT, dated the 24th day of October, 1978, by and between the City of Linwood, County of Atlantic and State of New Jersey, hereinafter referred to as the "City", and the New Jersey State Policemen's Benevolent Association, Inc., Local No. 77, duly appointed representative of the Police Department of the City of Linwood, hereinafter referred to "PBA" #77 or "Employees."

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:13A-5.1 et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and the Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the City and Employees, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Linwood.

ARTICLE II - EMPLOYEE REPRESENTATIVEA. MAJORITY REPRESENTATIVE

The City recognizes the "Majority Representative" of PBA #77 as the exclusive negotiating agent for all regularly appointed, full time police personnel, excluding the Chief of Police and Deputy Chief of Police, within the City of Linwood, hereinafter referred to as "Employees". The City and Employees agree the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, procedures for adjustment of disputes and grievances, and all other related matters. The Majority representative shall be appointed according to the procedure set forth in N.J. Rev. Stat. 34:13A-5.1 et seq., and shall have all the rights and privileges pursuant thereto.

THIS DOES NOT
CIRCULATE

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RUTGERS UNIVERSITY

D. STEWARDS

The PBA #77 must notify the City of the names of the Steward. No more than one (1) Steward and alternate is to be designated. The Steward shall have the right to attend all PBA meetings. If such a meeting occurs during the Steward's shift of duty, then he shall be excused therefrom, providing that there is a full complement of men on that particular shift.

ARTICLE III - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the application or interpretation of the agreement or any complaint by an Employee as to any action or non-action which violates any right arising out of his or their employment. The City shall not discipline any Employee without just cause, except as provided for in the Laws of the State of New Jersey.

Step 1. - All grievances by an Employee, and responses thereto by the City, shall be in writing within ten (10) days of its occurrence or the knowledge of its occurrence. PBA #77 shall appoint an Association Grievance Committee hereinafter referred to as the "Committee", which Committee shall consist of no more than four members, at least one of whom shall be a member of the Linwood Police Department, which Committee shall receive, screen and process all grievances within five (5) days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with PBA #77.

Step 2. - The Committee shall, within five (5) days after screening and acceptance submit grievances to the Chief of Police for resolution. The Chief of Police must render a decision within (5) working days of receipt in writing.

Step 3. - In the event the parties are unable to resolve the grievance in the second step, either party may within five (5) working days refer the grievance to the Mayor for resolution. The Mayor must render a decision within five (5) working days of receipt in writing.

Step 4. - In the event the grievance is not resolved at the third step, either party may refer the grievance, within five (5) working days to the City Council for resolution. The City Council must render a decision within thirty (30) working days of receipt in writing.

Step 5. - In the event the grievance is not resolved at the fourth step, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission within ten (10) working days of receipt of decision in Step 4 that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Committee. If the City and Committee cannot mutually agree to a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement he shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and PBA #77.

Any steward or officers of PBA #77 required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose, and any witnesses reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter pertaining to the City of Linwood only.

Extensions and Modifications. - Time extensions may be mutually agreed to by the City and the Committee.

ARTICLE IV - NON-DISCRIMINATION

The City and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or a condition of employment. The City further agrees that it will not interfere with nor discriminate against an Employee because

#77; nor will the City encourage membership in any other association or union to do anything to interfere with the representation by the "majority representative" of the PBA #77 as the exclusive bargaining agent of the Employees.

ARTICLE V - BULLETIN BOARD

The City shall permit the use of bulletin boards located in the Police Department Headquarters, by the PBA #77, for the posting of notices concerning PBA #77 business and activities.

ARTICLE VI - MANAGEMENT RIGHTS

By way of illustration and not by way of limitation, it is the right of the City to determine the standards of service to be offered by its Employees, determine the standards of selection for employment, direct its Employees, take disciplinary action, maintain the efficiency of its operations, determine the methods, means, and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise complete control and discretion over its organization and the technology of performing its work.

The parties agree that the Chief of Police and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation in the PBA #77.

ARTICLE VII - STRIKES

The PBA #77 and Employees assure and pledge to the City that their goals and purposes are such as to condone no strikes by Employees nor work stoppages, slowdowns, or any other such methods which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey. The PBA and Employees will not initiate such activities nor advocate or encourage other Employees to initiate the same, and the PBA and Employees

will not support any member of this organization acting contrary to this provision.

ARTICLE VIII - POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the City agrees that every policeman shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations or other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any policeman with respect to hours, wages or any other term or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of these activities, collective negotiations with the City, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. Elected representatives of the PBA shall be permitted time off from their regular schedule to attend negotiating sessions, grievance sessions and meeting of the PBA management committee, provided that the efficiency of the Department is not seriously affected, and provided further that the matters pertain to the City of Linwood only. It is further understood that the City of Linwood presently has only one officer, to wit, Officer Michael D'Amato, who is presently a representative of the PBA.

Members shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty, providing the same does not conflict with his responsibilities as a Police Officer. All outside employment shall be listed with the Chief of Police.

hours of duty with other members of equal rank, provided the Sergeant on the two platoons effected approves with the consent and approval of the Chief of Police.

ARTICLE IX - HOLIDAYS

Effective January 1, 1977, all employees covered by this Agreement shall receive twelve (12) paid holidays. These holidays may be taken at any time during the calendar year, and may run consecutive with the employees' vacation schedule. The specific holiday schedule shall be subject to approval of the Chief of Police, who will insure the continued efficiency and operation of the Police Department of the City of Linwood.

ARTICLE X - VACATIONS

An employee during his first year of employment shall be entitled to a maximum of six (6) days of paid vacation, which shall accrue as follows:

One day at the end of the seventh month and one additional day at the end of each subsequent month, up to and including the twelfth month.

No vacation days shall be taken prior to the accrual thereof. Thereafter an employee shall be entitled to a paid vacation according to the following schedule:

- (1) After one year of service and up to and including five years of service Twelve (12) working days paid vacation
- (2) After six years of service Fourteen (14) working days paid vacation
- (3) After seven years of service Fifteen (15) working days paid vacation
- (4) After eight years of service Sixteen (16) working days paid vacation
- (5) After nine years of service Seventeen (17) working days paid vacation
- (6) After ten years of service Nineteen (19) working days paid vacation
- (7) After fifteen years of service Twenty-two (22) working days paid vacation

An employee shall not be entitled to any increased vacation until the next calendar year following the anniversary date of his employment. An employee shall use all eligible vacation days during each calendar year, unless prior approval to the contrary has been obtained from the Chief of police.

It is the intent of this article to assure personnel covered by this agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. This article shall be effective from January 1, 1978.

ARTICLE XI - WORK WEEK

A work week as defined in this Agreement shall be one consisting of forty-two (42) hours per week, six days per week as presently outlined in the work schedule of the members of the police department of the City of Linwood.

ARTICLE XII - LEAVES

A. SICK LEAVES

(1) Defined. - Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. A period of illness is hereby defined to mean any number of consecutive work days which an employee misses as sick leave for the reasons stated in this section. An employee may take the first six periods of his sick leave per year without the necessity of producing a physician's certificate, unless the period of sick leave is comprised of three or more consecutive work days. In the case of a period of sick leave of three or more consecutive work days and for all periods of sick

above, regardless of the number of consecutive work days, subsequent to the first six periods of sick leave per year, a certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of the employee, or leave in attendance of a member of the employee's immediate family. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave of the employee, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required. The City reserves the right to have an employee examined by a physician of its own choosing, provided that the City deems same necessary as a result of the continued absence from employment of the employee.

(2) Accumulation. - Every person covered by this Agreement shall, in addition to his or her paid vacation, be granted sick leave as defined in (1) above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed, provided, however, that the employee shall not be entitled to accumulate more than a total of one hundred fifty (150) days of sick leave.

B. FUNERAL LEAVES

(1) Special leave of absence with pay up to a maximum of three (3) days shall be granted by an employee in cases of death within the immediate family.

father, mother; step-father, mother; father-in-law, mother-in-law; grandparents; sister, brother, spouse, child, and foster child of an Employee, and relatives residing in his household.

(3) The special leave period shall commence immediately following the death of such person, provided however, that in the event the initial day of funeral leave falls on the officer's regularly scheduled day off, then in that event, the initial day of funeral leave shall be computed from the day following the Officer's regularly scheduled day off. Funeral leave is for the sole purpose of arranging and attending funeral services. Special leave may be extended, without pay, at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from annual sick leave.

C. INJURY LEAVE

Injury leave shall be granted and controlled by the Workmen's Compensation Laws of the State of New Jersey.

D. LEAVE FOR PBA MEETINGS

The Executive Delegate and President (or appointed alternate of "PBA #77") shall be granted leave from duty with full pay for all meetings of the PBA when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected officer give reasonable notice to the Police Chief, provided, however, that said meetings shall not exceed one per month.

ARTICLE XIII - SALARY, LONGEVITY, OVERTIME

A. BASE SALARY

(1) Commencing on January 1, 1978 and on January 1, 1979 respectively, the annual base salaries to be paid the following employees of the City shall be as follows and shall be bi-weekly:

	<u>1978</u>	<u>1979</u>
Sergeant	\$14,016.00	\$15,418.00
Patrolman after 3 years of service . .	\$13,342.00	\$14,676.00
Patrolman after 2 years of service . .	\$12,561.00	\$13,817.00

Patrolman after 1 year of service	\$11,540.00	\$11,636.00
Patrolman during 1st year of service	\$10,578.00	\$11,636.00

All 1978 salary increases will be paid retroactive to January 1st of this current year and all 1979 salary increases shall become effective on January 1, 1979. All increases shall be computed as of the anniversary date of such employee.

B. OVERTIME

(1) Overtime shall consist of all hours worked in excess of a normal work week, heretofore defined in this Agreement.

(2) All employees covered by this Agreement, shall in addition to their base pay be paid at the rate of one and one-half times their straight time hourly rate of pay, computed on the basis of a forty hour week for all overtime hours worked. All overtime shall be paid at one time, payable in the first pay period of December if a pay period occurs on or before December 5, otherwise payable in the last pay period in November.

All Police Officers with the rank of Sergeant and below, will be paid 1½ times their hourly rate of pay in accordance with their rank. Officers with the rank above that of Sergeant will be given time off from their regular schedule commensurate with the overtime worked. Commensurate time off will be granted within two weeks of the time worked at the direction of the Chief of Police. Any officer who is not scheduled to work and is called into duty by a commanding officer or shift commander will be paid a minimum of one hours salary. Overtime or commensurate time off for officers on regular duty will commence one hour after the end of their regularly scheduled eight hours.

All Police Officers who are required to be present at any time, other than their regular shifts of duty and hours of employment, for the purpose of training or retraining as to procedures shall be paid by the City at the applicable overtime rate.

C. LONGEVITY

(1) Additional compensation based upon the length of his or her services fixed and determined according to the following

3 years	\$ 200.00
5 years	300.00
10 years	400.00
15 years	600.00
20 years	800.00
25 years	1,000.00

(2) Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall be paid in the first pay period of December of the calendar year if said pay period falls on or before December 5, otherwise said longevity shall be paid during the last pay period in November.

(3) Increments shall be added to the Sergeant's pay scale using time in grade as follows:

Sergeant after 3 years	\$250.00
Sergeant after 8 years	\$500.00
Sergeant after 13 years	\$750.00

(4) Sergeants increments shall be applied on the basis of the anniversary date of the employee's promotion to the grade of Sergeant and shall be paid in the first pay period of December of the calendar year if said pay period falls on or before December 5, otherwise said Sergeants increments shall be paid during the last pay period in November.

ARTICLE XIV - ACTING OFFICERS

Any employee who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of thirty days shall, thereafter be entitled to compensation appropriate to such office for the time so held. This Section is effective January 1, 1977.

ARTICLE XV - COLLEGE ALLOWANCES

The City and the "PBA #77" agree that the amount and quality of an employee's education often determines the value of his contribution to the community, and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantages of higher education, the City agrees that each employee who receives academic credits for study in any institution or collegiate level which offers a

college curriculum leading to or creditable toward an undergraduate baccalaureate or associate degree in Law Enforcement, and which is accredited by the Board of Higher Education, shall be paid a college allowance in the amount of Twenty (\$20.00) dollars per year for each credit so received, together with the cost of books necessary to obtain said credits during the officer's employment with the City. Payments for all credits attained shall be made on the first pay day after receiving verification of the grade and credit obtained from the institution, provided, however, that the employee must receive at least a passing grade in order to receive reimbursement.

In addition, any officer joining the Police Department who has acquired college credits in a field other than Law Enforcement shall be compensated for these credits at the same rate as credits in Law Enforcement as set forth in the schedule hereinbelow. This provision is not retroactive and shall apply only to those officers joining the Department subsequent to the execution of this Agreement. Further, for such officer to qualify for the increment for college credits, said officer must enroll or study in any institution or college which offers a college curriculum leading to or creditable toward an undergraduate baccalaureate or associate degree in Law Enforcement, which institution or college is accredited by the Board of Higher Education, and said officer must acquire credits in Law Enforcement at the rate of six (6) credits during the first full year on the Force and six (6) credits per semester thereafter, until a degree is attained. If for any reason said officer fails to meet these conditions, he will not be entitled to payment for college credits with the exception of those earned Law Enforcement credits.

Preference of training and selection of Officers for educational leave will be based upon rank, seniority and availability of courses, but it is expressly understood that every effort shall be made to permit the Officers to avail themselves of this educational opportunity on a rotating basis according to said rank and seniority.

The Employee further agrees that he must continue within the employ of the City of Linwood for at least one year after he receives reimbursement from the City for the credits attained, and in the event that the employee leaves the employ of the City of Linwood prior to one year after receiving said reimbursement, the employee shall be required to reimburse the City for any reimbursements paid by the City for credits attained within the period of one year prior to his leaving the employ of the City, and the City shall have the further right to deduct the sum from the last pay check of the employee about to leave the employ of the City.

As an additional incentive for education of the employees of the City, the City shall pay the following sums of money, which shall become and be included as a part of the salary of the employees so attaining the following credits:

16 credits	\$100.00
32 credits	\$200.00
64 credits	\$400.00
96 credits	\$500.00
128 credits or equivalent of a Bachelor's Degree	\$600.00

ARTICLE XVI - HOSPITALIZATION INSURANCE

(A) The City agrees to provide New Jersey Blue Cross and Blue Shield hospitalization insurance, including Rider "J" for all employees covered by this Agreement, at the City's own expense.

(B) The City agrees to change from the present hospitalization plan to the package plan offered by the State of New Jersey covering Blue Cross, Blue Shield, Rider "J" and Major Medical. In the event said change is made as hereinafter mentioned, it is agreed that all members of the Linwood Police Department covered by this Contract agree to participate in said plan and any additional expenses of major medical coverage shall be borne by the members and shall be deducted from the salaries, provided, however, that

is further agreed that the change of coverage mentioned above shall only be required to be met by the City in the event that all employees of the City of Linwood presently covered agree to said change, and that said change can be made without materially affecting the present coverage and the present cost of said coverage.

(c) The City further agrees that the continuance of coverage after retirement of an employee shall be permitted and shall be in accordance with Resolution No. 85 of 1973, heretofore adopted by the City of Linwood.

ARTICLE XVII - CLOTHING ALLOWANCE

In addition to any other benefit under this Agreement, every employee shall be entitled to an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$200.00 yearly. Said allowance shall be paid during the first pay period of December of the calendar year if said pay period falls on or before December 5. In the event said pay period falls beyond December 5, said allowance shall be paid in the last pay period of November of the calendar year. It is understood that this allowance is not for the purchase or replacement of uniforms or clothing, but is for the cleaning and maintenance of same.

It is further agreed that a clothing allowance for all uniformed personnel and non-uniformed officers will be given at \$200.00 yearly to purchase and replace uniforms as necessary, provided, however, that the employees submit bills verifying the amounts of money spent for the purchasing and replacing of uniforms.

ARTICLE XVIII - COURT APPEARANCE

All police officers shall be required to wear full uniform for Linwood Municipal Court Appearances scheduled for a time and date when they are on duty, and for all other Court Appearances, whether scheduled when they are on or off duty. However, police officers shall not be required to wear full uniform for Linwood Municipal Court Appearances which are scheduled for a time and date when said officers are not on duty.

ARTICLE XIX - LEAVE OF ABSENCE

Any police officer or member of the Linwood Police Department may request a leave of absence without pay, from his regular duties for a term up to six (6) months in order to participate in other interests outside the Department, providing that such absence does not conflict with or adversely affect the routine functioning of the Police Department and the welfare of the City of Linwood. A Police Officer, who is desirous of applying for such a leave, shall submit to City Council a written request, stating the reasons for the leave and the proposed period of time involved, at least forty-five (45) days prior to the proposed commencement date of said leave, except in the case of illness. In case of illness, written notice shall be given to City Council as soon as reasonably possible.

Any leave of absence from duty is subject to the approval of the Linwood City Council and the Mayor; and any extensions of a leave will require a second written request twenty (20) days prior to the expiration of the original leave and will be further subject to approval by City Council and the Mayor. Any members of the Linwood Police Department may shorten the proposed term of a leave by showing seven (7) days written notice of his intent to do so upon City Council.

An employee will not qualify for salary raises, promotions, existing benefits or any benefits which may occur or accrue during his absence. However, such a leave will not alter the salary of an employee upon his return and for the purpose of calculating salary, benefits and seniority, the total leave time will be subtracted from the total time of employment.

ARTICLE XX - CONTINUATION OF
BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, Ordinances, Rules and Regulations of the Police Department of the City, and any present or past benefits which are enjoyed by employees covered by this Agreement, that have not been included in the Contract, shall be continued.

ARTICLE XXI - SAVINGS CLAUSES

(1) In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State or Civil Service (where applicable) law or regulation, such determination shall not impair the validity and enforceability of the remaining other provision of this Agreement.

(2) In the event that any provision of this Agreement conflicts with any City Ordinances, such Ordinance shall be repealed or amended by the City to conform to the terms of this Agreement.

ARTICLE XXII - DURATION OF AGREEMENT

This Contract shall be in full force and effect from the date of execution, until midnight, December 31, 1979.

The parties agree that negotiations for a successor agreement and modifying, amending or altering the terms and provisions of this Agreement shall commence no later than September 1, 1979. It is understood that PBA #77 is seeking a successor agreement commencing from January 1, 1980. This Agreement shall remain in full force and effect until a successor Agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures this *24th* day of *October*, 1978.

CITY OF LINWOOD, A Municipal Corporation

BY: *John F. Gaffney*
JOHN F. GAFFNEY, MAYOR

ATTEST:

Mary E. Boileau
MARY E. BOILEAU, CITY CLERK

NEW JERSEY STATE POLICEMAN'S BENEVOLENT ASSOCIATION LOCAL NO. 77 as the duly appointed representative of the Members of Police Department of the City of Linwood.

BY: *Vince DiCarlo* *President PBA*
Majority Representative

SIGNED, SEALED, and DELIVERED in the presence of:

Douglas F. Rockefeller