

935

AGREEMENT

Between

THE BOROUGH OF LINDENWOLD

AND

THE SUPERIOR OFFICERS UNIT

January 1, 1989 - December 31, 1991

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ARTICLE I
RECOGNITION

Section 1: The Borough hereby recognizes the Lindenwold Superior Officers Unit Bargaining Committee (hereinafter referred to as "Committee") as the sole and exclusive negotiating representative and bargaining agent of Lieutenants of Police and Sergeants who are employed by the Division of Police, Department of Public Safety, Borough of Lindenwold, New Jersey (hereinafter referred to as "Employer").

Section 2: Specifically excluded from the represented class referred to above under Section 1 are Chief of Police, Deputy Chief of Police and all members of the Patrol Unit as well as managerial executives, professional, craft and clerical employees.

NOTE: This Article is subject to the terms of the letter of the New Jersey Public Employment Relations Commission dated March 28, 1980.

ARTICLE II

MAINTENANCE OF STANDARDS

Section 1: The Employer shall not discharge or discriminate in any way against any employee for membership in any fraternal organization as long as this activity does not in any way unreasonably disrupt normal operations of the Police Division.

Section 2: The rights of both Employer and Employee shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be preserved.

Section 3: Employees shall retain all civil service rights under the New Jersey State Law.

Section 4: This Agreement shall not be changed or amended except by mutual agreement, reduced to writing and duly executed by the parties thereto before becoming effective.

Section 5: It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Employer. Accordingly, the Employer (Chairman of Public Safety Committee and/or the Chief of Police) except as otherwise provided in this Agreement, have the exclusive right to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of

work or for other legitimate reasons; to decide on the number and location of facilities, to determine the work to be performed, amount of supervision necessary, equipment, methods, together with the selection, procurement, designation, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

Section 6: Nothing contained herein shall be construed to deny or restrict the employees covered by the Agreement or their rights and benefits under R.S. 34A, 40 and 40A or any other National, State, County or Local Laws or Ordinances.

Section 7:

A. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement, as established by rules, regulations, and/or polices of the Borough in force on said date, shall continue to be so applicable during the terms of this Agreement.

B. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any member benefit existing prior to its effective date.

ARTICLE III

VACATIONS

Section 1: Annual vacation with pay shall be granted according to the following schedule:

If the initial hiring date falls between 1/1 through 3/31	- 4 vacation days
4/1 through 6/30	- 3 vacation days
7/1 through 9/30	- 2 vacation days
10/1 through 12/31	- 0 vacation days
1st full calendar year through 5th year of employment	- 2 weeks vacation
6th year through 15 years	- 3 weeks vacation
16 years through 20 years	- 4 weeks vacation
Effective 1/1/91 20 years or more	- 5 weeks vacation

Section 2: One week's vacation may be accrued from year to year.

Section 3: Vacation shall only be granted for continuous uninterrupted service computed from the last date of hire.

ARTICLE IV

HOLIDAYS

Section 1: Employees shall receive fourteen (14) paid holidays per year, to be taken at their discretion and any additional holidays granted by the Employer, State and Federal Government for any other employees.

Section 2: One half of all holidays may be accrued from year to year.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1: The purpose of this Article is to settle all grievances between the employees and the Employer as quickly as possible so as to insure efficiency and promote employee morale.

Section 2: A grievance is defined as any disagreement or dispute between the Employer and the employees involving the application, interpretation or alleged violation of this Agreement.

Section 3: Any grievance must be presented in writing within seven (7) working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

Step 1: The aggrieved employee and/or his representative shall discuss and attempt to resolve the matter at the lowest level of supervision where the grievance can be resolved.

Step 2: If the grievance is not adjusted at Step 1, it shall then be submitted in writing within seven (7) working days to the supervisory officer at the next level of command within the Division of Police.

Step 3: If the grievance is not adjusted within seven (7) working days in the chain of command, it shall then be submitted in writing to the Chief of Police and the Chairman of the Public Safety Committee. The Chief of Police and the

Chairman of the Public Safety Committee, or their designated representatives, shall seek to resolve the grievance with the appropriate employee and/or his representative.

Step 4: If the parties are unable to resolve the grievance at Step 3 within seven (7) days then either of the parties may elect to proceed to arbitration. The employee and/or his representative shall share equally the expenses of the Arbitrator, any other expenses incurred shall be paid by the party incurring same. Arbitration shall be by a single Arbitrator, mutually selected by the parties. However, if the parties are unable to agree upon the selection of an Arbitrator within seven (7) working days after the employee and/or his representative notifies the Chief of Police and the Chairman of the Public Safety Committee of its intention to arbitrate then the employee and/or its representative may, within fourteen (14) working days thereafter, request either the American Arbitration Association or PERC to submit a panel of seven (7) arbitrators to both parties. A copy of such request shall be sent to the Chief of Police and the Chairman of the Public Safety Committee. Each party shall notify the Association or PERC, as the case may be, of its selections from the panel submitted and the Association or PERC shall then appoint the Arbitrator most preferred by the employee and/or its representative and the Employer to hear and decide the dispute. Selection shall be in accordance with the Association or PERC rules.

Section 4:

A. The Arbitrator selected shall be confined to the issues presented and shall have no power to add to, modify, or detract from any of the language within this Agreement.

B. The Arbitrator's decision shall be final and binding on the parties.

Section 5: Notwithstanding the above outlined grievance procedures, the employee, at his option, shall have the right after completing Steps 1 through 3, to submit any and all matters covered by this Article and/or any alleged unfair labor practices directly to the Public Employees Relations Commission for its determination under the procedures outlined in the New Jersey Employer-Employee Relations Act.

Section 6: Nothing contained herein shall be deemed to deny the employees of their statutory right concerning discipline or any other statutory or legal remedies in lieu of resorting to the grievance procedure.

ARTICLE VI

FUNERAL LEAVE

Section 1: Any funeral leave shall be granted at the discretion of the Chief of Police or, in his absence, his representative, without discrimination.

ARTICLE VII

SERVICE RECORDS

Section 1: Each employee shall be entitled to inspect his service record upon reasonable request between Monday and Friday, during the hours of 9:00 a.m. and 3:00 p.m. and upon request shall receive a receipt dated and signed by the Chief or Police listing each item or entry in said record.

Section 2: The service record shall include all records in the employee's personnel file.

ARTICLE VIII

SUSPENSIONS

Section 1: Any suspensions necessary will be carried out in conformance with the rules and regulations of the Department of Civil Service.

Section 2: No officer shall be disciplined, reprimanded, reduced in rank, or denied any advantage without just cause.

Section 3: Any action asserted by any superior and/or committee shall be subject to the grievance procedure herein unless an appeal procedure is provided by Civil Service Regulations, in which event that appeal procedure shall be the sole and exclusive one to be utilized.

ARTICLE IX

SICK/INJURED LEAVE

Section 1: Sick leave with pay shall be granted at the rate of fifteen (15) days per year, unused sick leave days accumulating without limitation from year to year of employment.

Section 2: An employee who is temporarily unable to work as a result of an injury or illness arising out of and in the course of employment shall continue to receive his regular pay from the Employer for a period not to exceed 12 months from the date of the accident or onset of illness. Workers' Compensation payments for temporary disability shall be turned over to the Borough during that period.

A. If during the aforesaid 12 month period, the employee's temporary disability is determined to cease and he is unable to perform his duties as a police officer, and he has applied for a disability pension under the terms of N.J. Police and Fireman's Pension Fund, the Employer will continue to pay him his regular pay for the balance of the 12 month period (if any) or until a determination is made on his disability pension application by the Pension Fund, whichever occurs first.

B. Any retroactive disability pension payments for any period within the aforesaid 12 month period shall be turned over to the Borough by the employee.

Section 3: An employee who comes within the provisions of Section 2 above shall retain the right to return to full employment for a period of 24 months from the date of injury or

onset of illness. The Borough may require periodic medical examinations of the employee by a physician of its selection at its expense to determine ability to return to full employment.

Section 4: Sick leave shall be considered accumulated at the rate of five (5) days per year for the years before 1972 for employees who were employed by the Employer.

ARTICLE X

WORK WEEK AND OVERTIME

Section 1: Subject to law, any employee who shall work beyond his regularly scheduled shift of forty (40) hours shall be compensated at time and one-half for any half hour over and above his regular pay providing that he serves his full work shift for any given work week period, unless provided with any vacation, holiday or sick days deemed to be included within any given work week period.

Section 2: Any employee appearing in court will receive a minimum of one hour overtime for that court appearance.

ARTICLE XI

UNIFORMS

Section 1: All personnel covered by this Agreement shall be provided with \$600.00 for adequate replacement of clothing each year of this Agreement.

Section 2: Inspections of clothing will be held quarterly by the Chief of Police with Mayor and Council in attendance if they so desire.

Section 3: Upon inspection by Chief of Police, if clothing is deemed to be inadequate, disciplinary action may result.

Section 4: The Employer shall replace or repair all uniforms damaged on duty.

ARTICLE XII

WAGES

Section 1: The wages for employees shall be as provided for in Schedule "A" attached hereto and made a part thereof, and as provided for by an ordinance to be adopted.

SCHEDULE "A"

SALARIES

Retroactive to January 1, 1989

Sergeants \$31,397.00

Lieutenants \$33,794.00

Beginning January 1, 1990

Sergeants \$32,972.00

Lieutenants \$35,369.00

Beginning January 1, 1991

Sergeants \$34,647.00

Lieutenants \$37,044.00

SCHEDULE "B"

LONGEVITY SCHEDULE

The percentage of increase to annual base salaries for longevity shall be as follows:

<u>YEARS OF SERVICE</u>	<u>INCREASE</u>
From 0 to 4 years inclusive	0%
From 5 to 10 years inclusive	3% of annual base salary
From 11 to 15 years inclusive	4% of annual base salary
From 16 years or more service	5% of annual base salary

SCHEDULE "C"

SHIFT DIFFERENTIAL

Section 1: Any employee who starts his shift of duty at 11:30 p.m. or later shall receive five (5%) percent of base pay as shift differential for all hours worked after 4:00 p.m., provided, however, if the shift starting time is between 7:00 a.m. and 11:30 a.m., no shift differential shall be paid.

A. Payment for the above shall be made the first pay day of April, July, September and the last pay day of December for the period preceding. (Quarterly)

Section 2: Effective January 1, 1990, any employee whose shift assignment is changed with less than 48 hours notice shall be paid the appropriate shift differential for that entire shift.

ARTICLE XIII

TRAVELING EXPENSES

Section 1: Employees shall be permitted to use a police car for transportation to court, if available. If not available, employee shall receive \$10.00 per court appearance in the county or state court required by their office for traveling expense.

ARTICLE XIV

MEDICAL INSURANCE

Section 1: The Employer shall provide a Blue Cross-Blue Shield Major Medical Plan with Rider "J" coverage to each employee covered under this Agreement, or at its discretion may provide a plan equivalent thereto.

Section 2: The Employer shall provide workers' compensation coverage as required by law.

Section 3:

A. The Employer shall provide, at its expense, a \$3.00 co-pay prescription drug plan insurance program providing coverage for the employee and family.

B. The Employer shall have the right to change carriers provided the coverage is equal or better to the present coverage.

Section 4:

A. The Employer shall provide, at its expense, a family dental plan under the Cigna HMO Dental Plan.

B. The Employer shall have the right to change carriers provided coverage is equal or better to that coverage.

ARTICLE XV

SEVERABILITY

Section 1: In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

Section 2: It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE XVI

SEVERANCE

Section 1: Upon severance, an employee shall receive compensation to which he is legally entitled as follows:

All accumulated holidays and all accumulated vacation days.

Section 2: Said entitlements will be paid upon retirement, resignation, lay off, or death.

Section 3: Unused sick days shall be sold back to the Employer subject to the following conditions:

A. Upon service or disability retirement under the N.J. Police and Firemen's Pension Fund;

B. At least 15 years of employment if the retirement is for service rather than disability;

C. Each unused day is valued at \$25.00/day.

1. Effective January 1, 1991 - increase to \$30.00/day.

Section 4: Upon an employee's death, said entitlement shall be paid to his beneficiary.

Section 5: The Employer shall continue to provide, at its expense, the medical insurance coverage referred to in Article XIV of the Agreement at time of severance, subject to the following conditions:

A. Upon service related retirement under the New Jersey Police and Firemen's Pension Fund, with 25 years of service with the Employer and limited to three (3) years duration.

B. Upon disability retirement under the New Jersey Police and Firemen's Pension Fund (no years of service requirement and no duration limitation).

C. In all cases, the retired employee shall cease to be eligible if he/she takes employment with an employer who makes employer-paid medical insurance available and the employee remains employed for 90 days.

D. In all cases, the retired employee shall cease to be eligible at age 65.

ARTICLE XVII

MEDICAL EXAMINATION

Section 1: A medical examination and eye examination shall be required for all employees every odd year. This examination will be by a doctor of the Employer's choosing, at the Employer's expense.

ARTICLE XVIII

LODGE REPRESENTATIVES AND MEMBERS

Section 1: A duly authorized representative of the Committee, designated in writing, after reporting to the office of the Chief of Police and the Chairman of the Public Safety Committee, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Committee representative shall state in writing the purpose of his visit. Except in an emergency, at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal police operations. The Employer shall not be liable for any time lost by the Committee representatives in excess of four (4) hours per week.

Section 2: Leave of absence with pay to attend and serve as delegates and representatives to an annual convention of the Fraternal Order of Police or Police Benevolence Association will be granted in writing to not more than a total of four (4) unit employees during a calendar year, with the extent of the leave limited to five (5) days per delegate, plus travelling time. According to law 11A, applications for leave shall be made in writing to the Chief of Police not less than two (2) weeks in advance.

Section 3: Any lodge officer will be given administrative leave to attend state and local lodge business when required. Such leave will be granted with pay.

ARTICLE XIX

LEAVE OF ABSENCE

Section 1: Any employee desiring leave of absence without pay from his employment for reasons other than union business shall request such leave in writing, stating the reason for the leave, and must receive permission in writing from the Chief of Police and Chairman of Public Safety Committee. The maximum leave of absence during the life of this Agreement shall be a total of one hundred and eighty (180) days and may be extended for a like period by the Chief of Police and the Chairman of the Public Safety Committee. Seniority shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service for vacation or other purposes. The Chief of Police and Chairman of Public Safety Committee shall have the right to require an employee returning from leave of absence to undergo a physical examination by a physician designated by Employer at the Employer's expense before he or she is returned to the job. Pension payments will not be made for any employee on a leave of absence without pay.

Section 2: An employee who fails to return to work promptly upon the expiration of authorized leave without reasonable notice satisfactory to his superior shall be subject to disciplinary action in accordance with departmental rules and regulations.

Section 3: Absence of an employee from duty, including any absence for a single day or part of a day, except as provided

by the terms of this Agreement, that is not authorized by a specific grant of leave of absence under these provisions, shall be deemed to be an absence without leave. Any such absence may subject the offender to disciplinary action. Any employee who absents himself for five (5) consecutive working days without leave shall be deemed to have resigned, unless such absence is held justifiable by the Chief of Police and Chairman of the Public Safety Committee, subject to the grievance procedure.

ARTICLE XX

PERIOD OF CONTRACT

Section 1: This Agreement and its provisions shall be retroactive and shall cover the period from midnight January 1, 1989 to midnight December 31, 1991.

Section 2: This Agreement shall continue in full force and effect during the period of future contract negotiations.

Section 3: Contract negotiations for the years 1992 to 1994 shall commence on or before November 1, 1991.

The parties hereto have hereunto executed this Agreement this *22nd* day of *December*, 1989.

BOROUGH OF LINDENWOLD

By: *Joseph C. Stuppoli*
MAYOR

LINDENWOLD SUPERIOR OFFICERS
UNIT BARGAINING COMMITTEE

By: *St. Michael Mc Carthy*