

3-014
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Jan 1, 1975
2 year

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ARTICLE I

City Clerk
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PARTIES TO AGREEMENT

This is an agreement between the CITY OF LINDEN, (hereinafter referred to as "CITY,") a Municipal Corporation, situated in the County of Union and State of New Jersey, and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #42, (hereinafter referred to as "P.B.A."), situated in the City of Linden, County of Union and State of New Jersey, representing the full time sworn employees of the Police Department of the City.

ARTICLE II

AREA OF NEGOTIATION

The City and the P.B.A. recognize that cooperation between the City and the members of the Police Department is necessary to accomplish the purposes for which the Police Department has been established and that such cooperation rests squarely on mutual understanding arrived at through collective negotiation. Therefore, the City hereby agrees that the P.B.A. has the right to negotiate as to rates of pay, hours of work, fringe benefits, other working conditions, and procedures for the settlement and resolution of disputes and grievances.

LIBRARY
Institute of Management
Labor Relations

ARTICLE III

RESPONSIBILITY OF PARTIES TO THIS AGREEMENT

Section 1 - Unit to be Recognized

The City hereby recognizes the P.B.A. as the exclusive majority representative within the meaning of N.J.S. 34:13A-1.1, et seq., as amended, of all permanent police officers employed by the City, excluding the Chief of Police. Should a dispute arise as to the employees who constitute an appropriate unit, the Public Employment Relations Commission of New Jersey or its designee shall investigate and resolve such dispute on its merits.

Section 2 - Responsibility of Parties

The City and the P.B.A. on behalf of its members accept responsibility to follow the procedures set forth in this agreement for the settlement of issues and disputes. The P.B.A. will not permit its members, and it does hereby agree for its members, not to engage in any strike or participate in any stoppage or cessation of work in any form, nor sanction any members leaving pending settlement of issues and disputes. The City and the P.B.A. will not, during the term of this agreement, change any provision set forth herein; nor will the City in any manner cause, order, approve, participate in, or condone, any lockout.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1 - Hours of Work

A. The hours of employment for all members of the Police Department of the City who are or may be assigned to the Patrol Division shall be as follows:

1. Four (4) consecutive days on duty followed by two (2) consecutive days off duty provided that no Police Officer shall be scheduled to work more than eight (8) hours in any one day or more than forty (40) hours in any calendar week.

2. Except as modified as below, each Officer who is or shall be assigned to the Patrol Division shall work three (3) tours of duty, i.e., a day shift, an afternoon shift and a night shift. Each Officer's tour of duty shall change on a weekly, rotating basis so that each Officer shall work each of the aforementioned tours during each three (3) week period.

3. It is agreed by the parties that certain assignments or posts covered by the Patrol Division need not be manned on a twenty-four (24) hour basis. In those instances, the parties shall exert reasonable efforts to implement the rotation concept specified in paragraph 2. above.

4. In no event will a non-probationary Officer be involuntarily required to work a steady, non-rotating shift for more than six (6) months during a calendar year.

B. All other employees of the Police Department shall work the equivalent of a thirty-seven and one-half (37-1/2)

hour work week as scheduled by the Chief.

C. Except in an emergency as defined in Article IX, section 1, paragraph 4, hereof, no change or modification of an employee's regular schedule^d tour of duty shall occur without seven (7) calendar days advance written notice to the Officer of such change by the Chief or his designee.

D. In an emergency, the Chief or his designee shall be allowed to summon and keep on duty as many officers as either shall deem necessary to cope with said emergency.

Section 2 - Overtime

1. Overtime at the rate of one and one-half (1-1/2) times an officer's hourly rate of pay shall be paid to any Officer who is required to work:

- a. In excess of eight (8) hours in any one day, or
- b. In excess of an Officer's regular scheduled hours of work in any week, or both.

2. Overtime at the rate of one and one-half (1-1/2) times an Officer's hourly rate of pay shall be paid to any Officer who is required to appear in Court, Municipal, County, Grand Jury, at the Court's request, and such appearance is in relation to his duty as an Officer and outside of his scheduled hours of work. There shall be no overtime for Civil Court cases.

3. In the event that an Officer is required to work on any of his scheduled holidays or CALLED OFF vacation,

he shall be entitled to overtime at the rate of one and one-half (1-1/2) times his hourly rate of pay plus his regular day's pay. If an Officer is required to work on said days for less than two (2) hours, he shall be paid a minimum of two (2) hours at his overtime rate in addition to his day's pay.

Section 3 - Call in Pay

1. Any Officer having completed any tour of duty and is dismissed at the end thereof and who is recalled back to duty shall receive a minimum of two (2) hours' work or pay at his prevailing overtime rate, even though working less than two (2) hours. (For annual inspection, funerals, or special classes, Officers will not receive overtime pay.)

Section 4 - Rules Governing Overtime

1. Except in emergency situations as hereinafter defined, overtime shall be rotated among those Officers in their respective divisions who choose to be listed on the overtime roster. Officers on limited duty for medical reasons shall be excluded from the overtime list. Any Officer refusing an assignment of overtime shall be charged as having worked and placed on the overtime roster accordingly.

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

3. The City shall pay overtime in the second pay period following the date on which the overtime hours were worked.

4. For those Officers who are called to duty on their time off for full dress inspection, two (2) hours compensatory time will be granted. Those Officers held over for inspection shall receive equal time off for time held over.

ARTICLE V

VACATIONS AND HOLIDAYS

Section 1 - Vacations

1. Earned vacations are to be granted in accordance with the following schedule based on the established annual salary pay rates.

<u>Years of Service</u>	<u>Amount of Vacation Time in Working Days</u>
1st year	One day per month worked
1st through 5th year	12 working days per year
6th through 10th year	13 working days per year
11th through 15th year	17 working days per year
16th through 20th year	20 working days per year
21st through 25th year	23 working days per year
26th and over	25 working days per year

2. Scheduling vacations - all vacations shall be taken during the current year and vacation time shall not be accumulated, excepting for emergency. Seniority in rank shall govern.

3. The vacation period fiscal year shall be from the first (1st) day of January to the thirty-first (31st) day of December of each year.

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

5. During the second full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the aforementioned schedule.

6. After the first full year of employment, the amount of vacation shall be determined by the anniversary date of employment and such vacation shall be granted during the fiscal year of said anniversary date.

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

Section 2 - Holidays

1. Due to the emergency nature of the work of the Police Department, Policemen shall be granted nine (9) working days off with pay annually, in lieu of all official holidays. In 1975, each Officer may, at his option, work and receive straight time pay for one (1) of the nine (9) paid holidays for which he presently receives time off. In 1976, each Officer may, at his option, work and receive straight time pay for up to two (2) of the nine (9) paid holidays for which he presently receives time off provided he gives written notice to the Chief of Police no later than March 1.

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

3. Three additional Holidays, (PAID), at straight time, one to be paid prior to April 1, the second one prior to August 1 and the third prior to December 31 shall be granted.

ARTICLE VI

SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

Section 1 - Sick Leave

1. As used in this subsection, sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

2. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave after two (2) working days.

3. In the first year of employment, an employee shall be entitled to one (1) working day sick leave for each month of employment. Sick leave shall accumulate on the basis of 1-1/4 days per month or fifteen (15) days per year. Sick leave may be accumulated from year to year. No employee shall be deprived of sick leave benefits accrued him for unused sick leave.

4. In the case where accumulated sick leave has been exhausted, 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. 40:11-9 now 40A:14-16, grant additional sick leave of 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 solely on a medical report. Request for additional sick leave, under N.J.S. 40:11-9 now 40A:14-16, shall be made at 90 day intervals during the first calendar year leave when applicable.

5. Accumulated sick leave shall be used by an employee for personal illness in his immediate family which required his attendance upon the ill person, but not exceeding four (4) days, quarantine restrictions, pregnancy or disabling injuries, provided a doctor's certificate of his required attendance is secured as evidence of need. For the purpose of this paragraph, immediate family means spouse, child, parent or unmarried brother or sister. 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.

Section 2 - 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 R.S. 40:11-8 and 40:11-9, pass a resolution giving the employee up to one year's leave of absence with pay, upon sufficient medical evidence of proof of the inability of the employee to work. Said leave shall be granted in units of 30 days at one time. When such action is taken, the employee shall not be charged any sick leave for time lost due to such injury.

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

Section 3 - Leave Because of Death in Immediate Family.

1. Leave with pay shall be granted to an employee in the event of death in his immediate family. The leave shall terminate the day following the funeral. The terms immediate family, for the purpose of this subsection, shall include:

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

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

Section 4 - Military Leave

1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard, or reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation.

2. When an employee not on probation, has been called to active duty or inducted into the Military or Naval Forces

of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he reports for 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.

Section 5 - Outside Employment

Employees may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the employee's performance of his duties, which shall be judged by his immediate supervisor and/or the Chief of Police.

Section 6 - Leave of Absence

The Mayor or 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 City Council. Said leave may only be granted by the Mayor or Chief 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.

Section 7 - Salary Payment on Death

In the event of the death, retirement or termination for good and just cause of an employee, payment of salary shall be made up to and including the date of death, retirement or termination, together with any vacation, holidays and accumulated sick leave to which the employee may be entitled for services theretofore rendered to the City of Linden. However, payment for accumulated sick leave shall be limited to one (1) day's 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 not to exceed \$8,000.

Section 8 - Association Business Leave

1. Members of the P.B.A. Good Welfare Committee are designated as the P.B.A. Negotiating Committee. These members seven (7) in number shall be granted leave from duty with full pay for all meetings between City and the P.B.A. 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 P.B.A. Grievance Committee, seven (7) in number, shall be granted leave with full pay for all meetings between the City and P.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

3. The State Delegate of the P.B.A. shall be granted leave from duty with full pay for all meetings of the State P.B.A.

and the County P.B.A. meetings and all membership meetings of the Local P.B.A. when such meetings take place at a time when such Officer is scheduled to be on duty.

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

ARTICLE VII

OTHER BENEFITS

Section 1 - Clothing Allowance

1. All new members of the Department shall be outfitted with a complete uniform for winter and summer and receive all necessary hardware, which shall include a service revolver.

2. Each uniformed Officer shall receive from the City an annual clothing credit of \$250.00 for replacement of clothing and equipment. The replacement of clothing and equipment shall be selected by each employee and shall be purchased by the City in the usual manner.

3. All members of the plainclothes and detective ranks shall receive a payment of \$137.50 in June and \$137.50 in December in lieu of clothing issue.

4. If, in the performance of his duty, an Officer's uniform or equipment is damaged, the City shall replace same, upon approval of the Chief which approval shall not be unreasonably withheld.

5. The service revolver provided by the City shall be returned to same upon termination of the Officer's duties

Section 2 - Insurance Benefits

1. All employees of the Police Department covered by this agreement and their eligible dependents shall be entitled to full coverage of the Blue Cross-Blue Shield Hospitalization Plans including Rider "J" and Major Medical, under the State Plan, the premiums of which shall be paid for by the City. Additionally, effective January 1, 1976 the City shall provide and pay for the aforementioned benefits or substantially similar benefits available through some other insurance carrier for those employees retiring on or after January 1, 1975, provided:

(1) that said employees retire with twenty-five (25) years of service with the City or with an eligible disability; (2) that such coverage shall be made available to said employees only for the ten (10) year period between the ages of fifty-five (55) through sixty-five (65); (3) that the implementation of such coverage will not adversely affect the City's continuation of its present Blue Cross-Blue Shield, Rider "J", and Major Medical coverage through the State Plan; and (4) that the City shall not be compelled to grant these benefits to any other retiring employee of the City.

2. All other insurance benefits presently in effect shall be maintained throughout the period of this contract.

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

Section 3 - College Incentive Plan

1. Upon attaining an Associate Degree in Police Science, each Officer shall receive two hundred and fifty dollars (\$250.) additional compensation annually, effective January 1 or July 1, whichever is closest to his attaining same.

ARTICLE VIII

COMPENSATION

Section 1 - Salary

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

2. Base salary (for the purpose of this agreement) shall be the highest salary that an Officer is duly and properly authorized to receive at the beginning of each calendar year. Salaries for the members of the Police Department shall be paid in accordance with the following salary schedule:

SALARY SCHEDULE FOR 1975

<u>Titles of Positions</u>	<u>Base Salaries</u>
Police Captains	\$18,043.00
Police Lieutenants	\$16,403.00
Police Sergeants	\$14,912.00
Police Officer (1st Grade)	\$13,314.00
Police Officer (2nd Grade)	\$12,898.00 ⁹⁷⁸ <i>QA</i>
Police Officer (3rd Grade)	\$12,478.00 ⁶⁴² <i>QA</i>
Police Officer (4th Grade)	\$12,058.00 ³⁰⁶ <i>QA</i>
Police Officer (Probationary)	\$11,638.00 ⁴⁷⁰ <i>QA</i>

Police Sergeants will receive 12% above Police Officer 1st Grade base salary. Police Lieutenants will receive 10% above Police Sergeants base salary. Police Captains will receive 10% above Police Lieutenant base salary. Police Officer with five (5) years service, reaches maximum base salary.

Police Officers assigned to detective investigative status shall receive, in addition to their annual base salary, an additional \$800.00 per annum, while assigned to such status.

Any Officer assigned as a plainclothesman after January 1, 1973 will not receive any additional compensation.

SALARY SCHEDULE FOR 1976

Police Officers' salaries for the calendar year 1976 shall be negotiated in accordance with the provisions of the Rules and Regulations of the Public Employment Relations Commission and shall be set forth in an Addendum to this agreement which shall be attached hereto and incorporated herein by reference.

Section 2 - Longevity

1. All full time sworn employees of the Police Department classified employees of the City of Linden employed prior to January 1, 1975 are eligible for a longevity pay program in the following manner:

Each classified employee who shall have completed more than five (5) years but less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary:

More than 10 yrs. but less than 15 yrs. - 4%

More than 15 yrs. but less than 20 yrs. - 6%

More than 20 yrs. but less than 25 yrs. - 8%

More than 25 yrs. - 10%

1A. Longevity for employees entitled thereto between the period of January 1st to June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st. The longevity shall be calculated based on the salary as of December 31st 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, will not be considered in computing longevity pay.

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

5. In computing the periods for longevity payments, credit will be given for all time 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 purpose of determining the compensation of said longevity periods. Leaves of absence granted at the request of the employee will not be considered in determining length of service.

Section 3 - Workmen's Compensation

All members will be covered by Workmen's Compensation.

ARTICLE IX

MISCELLANEOUS

Section 1 - Definitions

1. Full Time Sworn Employees: Full time sworn employees are all regular full time Police Officers, Investigative Detectives, Plainclothesmen and Superior Officers employed by the City, in the Police Department, who shall be subject to 24 hour call, which includes Sunday and Holidays.

2. Established Annual Salary: The established annual salary shall mean base salary plus longevity.

3. Increments: All increments for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Increments for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st.

4. Emergency: The term emergency as used herein shall mean any unusual conditions caused by fire, disaster, civil disturbance, melee or riot or vacancies caused by sickness or injury reported or having occurred less than twelve (12) hours prior to the commencement of the 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 early.

5. Seniority: Seniority is defined to mean the accumulated length of continuous service with the Department, computed from the last date of hiring. An employee's length of service shall not be reduced by time lost due to Military Service, injury in the line of duty or illness. Seniority shall be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation
- c. Absence for five (5) consecutive working days without leave or notice.

6. Scheduled Holidays: When an Officer has been granted a day off officially on the bulletin board.

7. For purposes of computing an officer's daily rate of pay, divide the officer's established annual salary by 260 days.

ARTICLE X

MANAGEMENT RIGHTS CLAUSE

All powers, duties and responsibilities which the Mayor, Governing Body and Department Chiefs had prior to the signing of the agreement, including but not limited to the right to hire, promote and discharge, suspend or otherwise mete out discipline for good and just cause, shall continue to be retained by them, except insofar as specifically limited by the agreement, and then only insofar as such limitations are legal.

ARTICLE XI

GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the P.B.A., or its members employed by the City, concerning the application or interpretation of the terms of this agreement, an earnest effort shall be made to settle such differences or disputes immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee knowledge thereof:

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 P.B.A. 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 may be submitted to arbitration at the request of either party to the New Jersey State Board of Mediation. An arbitrator shall be selected by the parties in accordance with the Rules of said Agency. The decision of such arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be borne equally between them. Only the Association or the City shall have the right to submit a matter to arbitration.

ARTICLE XII


TERM

This agreement shall be effective retroactive to January 1, 1975 and shall continue for a two (2) year period through December 31, 1976, except for negotiations concerning 1976 salaries as specified in Article VIII, section 1 hereof. Either party wishing to terminate, amend, or modify said agreement after December 31, 1976, 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, 1976.

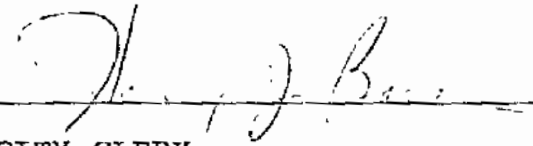
In the event a notification of termination of this agreement is given by either party as required above and a new contract has not been entered into by January 1, 1977, it

is agreed and understood that the within agreement shall remain in full force and effect until such new contract is ratified by both parties.

CITY OF LINDEN

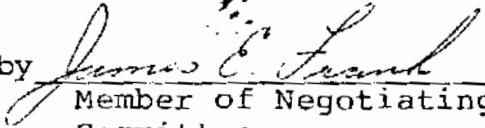
by 
JOHN T. GREGORIO, MAYOR

ATTEST:


CITY CLERK

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL #42

by 
ANTHONY ACCARDO, PRESIDENT

by 
Member of Negotiating
Committee

October 21, 1975

Mayor and Council
City of Linden
City Hall
Linden, New Jersey

Re: Agreement between the City of Linden
and the New Jersey State Policemen's
Benevolent Association, Local #42,
also referred to as the "P.B.A.",
for the years 1975 and 1976.

Gentlemen:

In addition to the contract between the City of Linden and the
New Jersey State Policemen's Benevolent Association, Local #42,
also referred to as the "P.B.A.", for the years 1975 and 1976,
it is further agreed that the salary range for the title of
"Police Signal System Superintendent Lineman M/W" will be as
follows:

<u>Title of Position</u>	<u>Annual Salary</u>
Police Signal System Superintendent Lineman M/W (1st Grade)	\$16,645.00
Police Signal System Superintendent Lineman M/W (2nd Grade)	15,703.00
Police Signal System Superintendent Lineman M/W (3rd Grade)	14,761.00
Police Signal System Superintendent Lineman M/W (4th Grade)	13,819.00
Police Signal System Superintendent Lineman M/W (5th Grade)	12,877.00

The salary shall take effect as of January 1, 1975.

Very truly yours,

Anthony Accardo

Anthony Accardo, President
New Jersey State Policemen's
Benevolent Association,
Local #42

James E. Lank
Member of Negotiating Committee
New Jersey State Policemen's
Benevolent Association,
Local #42

Approved:

CITY OF LINDEN

By *John T. Gregorio*
John T. Gregorio, Mayor

Attest:

James J. B...
City Clerk