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Contract no 284

20-00

AGREEMENT  
BETWEEN  
THE CITY OF LINDEN, NEW JERSEY  
AND  
THE LINDEN POLICE SUPERIOR OFFICER'S  
ASSOCIATION, INC.

1/1/90 - 12/31/91

AGREEMENT

BETWEEN

THE CITY OF LINDEN, NEW JERSEY  
and  
THE LINDEN POLICE SUPERIOR OFFICERS' ASSOCIATION, INC.

ARTICLE 1

PARTIES TO THE AGREEMENT

This agreement is made effective the first day of January, 1990 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 "L.P.S.O.A."), representing all full time sworn police superior officers of the City.

ARTICLE 2

AREA OF NEGOTIATION

The City and the L.P.S.O.A. 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 3

SECTION 1. UNIT TO BE RECOGNIZED

The City hereby recognizes the L.P.S.O.A. as the exclusive majority representative within the meaning of N.J.S. 34:12A-1.1., et.seq., as amended for all permanent police superior officers employed by the City, excluding the Chief of Police. 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.

SECTION 2. RESPONSIBILITIES OF PARTIES

The City and the L.P.S.O.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 L.P.S.O.A. on behalf of itself and its members, shall not permit its members to engage in any strike, stoppage or cessation of work in any form. Further, in the event any member leaves his job pending settlement of issues and disputes, the L.P.S.O.A. shall not sanction such action. The City shall not in any manner cause, order, approve or participate in, or condone any lockout.

The City and the L.P.S.O.A. may modify this Agreement during its term, provided any modifications agreed to are put in writing and signed by both parties.

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.

D. In an emergency, as defined in Article 9, section 1, paragraph 4, 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.

E. Superior officers shall be subject to twenty-four (24) hour call including Sundays and holidays.

## SECTION 2. OVERTIME

1. Overtime at the rate of one and one-half (1½) 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 (1½) 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 (½) 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 (1½) 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.

## SECTION 3. CALL IN PAY

1. If a superior officer after completing a tour of duty is dismissed and then is recalled to 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 3.1 shall not apply when the employee is recalled for the purpose of correcting

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.

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

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

4. The vacation year shall be from January 1 to December 31st 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 any 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.

SECTION 2. HOLIDAYS

1. Each officer shall be granted nine (9) working days off annually with pay in lieu of time off on official holidays. Each officer, at his option, may work and receive straight time pay for seven (7) of said nine (9) days off with pay provided the Chief's office is notified no later than April 1 of the calendar year of an officer's option to work four (4) of the seven (7) days and no later than October 1 of the calendar year to work the remaining three (3) days. However, any officer wishing to receive straight time pay for all seven (7) of said nine (9) days off may do so only by notifying the Chief's office no later than April 1 of the calendar year.

2. Six (6) additional holidays shall be 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. In any case where an employee has exhausted all sick, vacation, personal, compensatory time and all other accrued or accumulated leave, City Council may, upon receiving a request for extended sick leave from a duly authorized physician submitted through the office of the Chief, under N.J.S. 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. 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 sub-section, the City agrees that it shall not act in an arbitrary, capricious or unreasonable manner.

5a. Sick leave buy back: A police officer with one hundred and twenty (120) days of accumulated sick leave has the option to exchange sick leave for cash during each calendar year based on attendance during that year. Sick leave days can be exchanged as follows:

<u>Days Absent</u>	<u>Number of Sick Leave Days That Can Be Exchanged</u>
0	5
1	4
2	3
3	2

5b. Sick days shall be exchanged at the annual base pay rate in the year that the sick days are taken.

5c. An officer exercising this option shall inform the office of the Treasurer no later than October 15th of each calendar year.

6. An employee shall not have charged against his accumulated sick leave any time that he may be quarantined due to on the job exposure to any disease.

7. Each officer shall be entitled to receive temporary disability benefits coverage as prescribed in the New Jersey State Division of Unemployment and Disability Insurance Program. Said disability payments shall be made to the officer only after all accrued sick and other leave have been exhausted. Under said program, it is mandatory for all officers to participate in the payment of premiums in accordance with the regulations adopted by the New Jersey State Division of Unemployment and Disability.

wishing to donate same will know if the officer requesting such a donation has been abusing his own sick time.

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

i. A list of the officers and the days that they donate will be submitted to the filed in the Chief's office.

#### SECTION 4. 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, aunt, uncles, nieces, nephews and grandparents of both spouses, provided said employee attends the funeral.

#### SECTION 5. 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.

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 (30) days prior to his discharge from Military Service.

#### SECTION 6. 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.

2. The L.P.S.O.A. President or his designee shall be granted time off without loss of pay or time due to attend regularly scheduled State and/or Local L.P.S.O.A. meetings when such meetings are conducted at a time when the President or his designee are scheduled to work. Additionally, the L.P.S.O.A. 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 L.P.S.O.A. Grievance Committee, three (3) in number, shall be granted leave with full pay for all meetings between the City and the L.P.S.O.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.

4. The State Delegate of the L.P.S.O.A. 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 L.P.S.O.A. 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.

#### SECTION 10. SUPERVISOR'S DAY

1. Superior Officers 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 7

#### OTHER BENEFITS

##### SECTION 1. CLOTHING ALLOWANCE

1a. Each uniformed superior shall receive from the City an annual clothing credit of \$475.00 for replacement of clothing and equipment. All uniformed superiors with five (5) or more years of accredited service in the department, may no later than January 15 of each year, have the option of receiving up to

an annual clothing credit of \$625.00 effective January 1, 1992.

Paragraph 2b. Each member of the plainclothes and detective rank shall receive an annual clothing credit of 312.50 in June and December of each year for an annual amount of \$625.00.

Paragraph 3b. Each superior officer shall receive from the City an annual non-taxable cash maintenance allowance of \$525.00 per year for maintaining and cleaning of their uniforms.

4. If, in the performance of his duty, a superior 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 and approval of the Chief. Such approval shall not be unreasonably withheld.

5. In the event a superior officer terminates his employment in the Department in any manner whatsoever, said officer or his estate shall receive a pro-rata reimbursement for clothing allowance and clothing maintenance whenever possible for the remainder of the calendar year.

## SECTION 2. INSURANCE BENEFITS

1. Superior officers covered by this Agreement and their eligible dependents shall be entitled to full coverage of Blue Cross-Blue Shield Hospitalization Plan, including Rider J and Major Medical, under the State Plan, the premiums of which 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 Chapter 88 Public Laws of the State of New Jersey - 1974 as it exists and may be amended.

2. The City shall provide all officers and their eligible dependents with dental care, vision care and prescription drug benefits plans. The entire cost of premiums to these plans shall be paid by the City.

3. The City shall provide each employee with an individual life insurance policy payable upon death in a face amount 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.

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

5. Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of or in the course of or within the scope

Base salaries for superior Police Officers shall be paid in accordance with the following schedule:

<u>RANK</u>	<u>1990</u>	<u>1991</u>
Police Captain	\$55,941.00	\$59,577.00
Police Lieutenant	\$49,947.00	\$53,194.00
Police Sergeant	\$44,596.00	\$47,495.00

3a. Effective January 1st, 1990, Police Sergeants shall receive sixteen percent (16%) above the Police Officer 1st Grade base salary. As of this date Police Lieutenants shall receive twelve percent (12%) above the Police Sergeant's base salary.

3b. Effective January 1, 1991 Police Captain's shall receive twelve percent (12%) above the Police lieutenant's base salary.

3c. Effective January 1, 1990, Police Captains shall receive an additional \$1,996.00 above the police captain's base salary. Effective January 1, 1991, a similar stipend will be provided consistent with ongoing negotiations.

4. Superior Officers assigned to detective investigative status prior to January 1, 1985 shall receive an additional seven and one-half percent (7½%) above the annual base salary of Police Officer 1st Grade. Superior Officers assigned to Detective assignments prior to July 1, 1988 shall receive \$2,000.00 above their base salary.

## SECTION 2. 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 1st to June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period July 1st to December 31 shall commence on the preceding July 1. 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 \$1,200.00 annually.

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

entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1.

3. 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.

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

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

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

## SECTION 2. OTHER 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. 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.

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

ARTICLE 12

This Agreement shall be in effect from January 1, 1990 through December 31, 1991. Either party wishing to terminate, amend or modify this Agreement after December 31, 1991 must do so by giving written notice to the other party no later than 120 days and no less than 60 days prior to December 31, 1991. 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, 1992, it is agreed and understood that this Agreement shall remain in full force and effect until such new contract is ratified by both parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the date and year first written above.

CITY OF LINDEN John T. Gregorio  
By: John T. Gregorio, Mayor

ATTEST:  
By: Val D. Imbriaco  
Val D. Imbriaco, City Clerk

LINDEN POLICE SUPERIOR OFFICERS ASSOCIATION

By: Christopher V. Aslin  
Lt. Christopher Aslin, President

ATTEST:  
By: [Signature]  
Recording Secretary

A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT BETWEEN THE CITY OF  
LINDEN AND THE LINDEN POLICE SUPERIOR  
OFFICERS ASSOCIATION, INC.

WHEREAS, the City of Linden and the Linden Police Superior Officers Association, Inc., have reached an agreement with regard to rates of pay, hours of work, fringe benefits, working conditions, and other matters, for the years 1990 and 1991;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LINDEN that the Mayor and the City Clerk are hereby authorized to execute the above mentioned agreement.

PASSED: MARCH 19, 1991

GEORGE N. MILKOSKY  
President of Council

APPROVED: MARCH 20, 1991

JOHN T. GREGORIO  
Mayor

ATTEST:

JOHN D. IMBRIACO