

Interoffice Memo

CITY CLERK'S OFFICE-CITY OF LINDEN

Date: October 22, 2024

To: Supervisor Jessica Sheehy- Personnel Department

Labor Relations Specialist -Allan Roth Esq.

From: Jasmine Steele Clerk II

Re: OPRA Requestor: Tara (2024-942)

Attached please find a request for public records which was received by this office on October 21, 2024.

In accordance with the Open Public Records Act, we must respond to this request on Monday October 28, 2024. If your office is in possession of documents relative to this matter, please provide them to the City Clerk's Office as soon as possible but no later than the above date.

Be further advised that if your department has no records relative to the above referenced, please advise us in writing as to same.

Thank you.

Attachments

All H
Contracts
A



#2024-942

City of Linden

Jennifer Honan <jhonan@linden-nj.gov>

Union County, New Jersey

Fwd: OPRA request - PBA Agreements

1 message

Office of the City Clerk

City Hall - 301 North Wood Avenue

Linden, New Jersey 07036

(908) 474-8452

Fax: (908) 474-8451

Joseph Bodek, RMC@RMC-nj.gov>

To: Jennifer Honan <jhonan@linden-nj.gov>

TJen Honan, RMC@RMC-nj.gov>

Deputy City Clerk

----- Forwarded message -----

From: **Tara** <opra+request-67377-f59a6d51@requests.opramachine.com>

Date: Tue, Oct 1, 2024 at 10:37 AM

Subject: OPRA request - PBA Agreements

To: OPRA requests at Linden City <jbodek@linden-nj.org>

Dear Linden City,

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-6(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

I AM NOT seeking records in connection with a legal proceeding.

Records requested:

All collective bargaining agreements with police officers or the police superiors from 2020 through the most recently agreed to agreement.

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

Thank You

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-67377-f59a6d51@requests.opramachine.com

Is jbodek@linden-nj.org the wrong address for OPRA requests to Linden City? If so, please contact us using this form:
https://opramachine.com/change_request/new?body=linden_city

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/pba_agreements

OCT 21 2024

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's

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City of Linden
Union County, New Jersey

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<https://mail.google.com/mail/u/0/?ik=c6069857cd&view=pt&search=all&permthid=thread-f:1811723471195801956%7Cmsg-f:1811723471195801956&...>

An Equal Opportunity Employer

ARTICLE I

PARTIES TO AGREEMENT

This is an Agreement made effective on the 1st day of January 2020, between the CITY OF LINDEN (hereinafter referred to as "City"), a Municipal Corporation, situated in the County of Union, and the State of New Jersey, and the New Jersey State POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 42 (hereinafter referred to as "PBA"), situated in the City of Linden, County of Union and the State of New Jersey, representing the full-time sworn employees of the Police Department of the City and represents the complete and final understanding on all bargainable issues between the City and the PBA.

ARTICLE II

RECOGNITION

The City hereby recognizes the PBA as the exclusive majority representative within the meaning of N.J.S.A. 34:13A-1.1, et seq., as amended, for all permanent police officers employed by the City excluding all superior officers.

ARTICLE III

RESPONSIBILITY OF PARTIES TO THIS AGREEMENT

- A. The PBA agrees that neither the PBA nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow down, sick out, walk out or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the City in any form.
- B. Nothing contained in this Agreement shall be construed to eliminate or restrict the City in its right to seek and obtain such judicial relief in law or in equity for injunctive relief or damages, or both, if there is a breach by the PBA or its members.

C. The City agrees not to cause, authorize, or engage in any lockout of employees covered under this Agreement.

D. The City and the PBA may modify this Agreement during its term, provided any modifications are agreed to in writing and are signed by both parties.

ARTICLE IV

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. Provided that there is no significant interference with a governmental policy decision, the hours of employment for all members of the unit who are assigned to the Uniformed Services Division's Patrol Unit and Traffic Investigators of the Traffic Bureau shall be as follows:

a. Four (4) consecutive days on duty followed by four (4) consecutive days off duty (4/4 Schedule) provided that no unit member will be scheduled to work more than ten and three quarter (10 ¾) hours in any one day, nor an average of more than thirty-seven and one-half (37 ½) hours per week in any eight (8) consecutive week calendar period.

b. The PBA acknowledges and agrees that the following shifts shall be in place, except as provided below in subparagraph 1(d):

0400 a.m. to 1445 p.m. 0630 a.m. to 1715 p.m. 1945 p.m. to 0630 a.m.

1445 p.m. to 0130 a.m. 1715 p.m. to 0400 a.m. *0730 a.m. to 1815 p.m.

*This shift start, and end time may be changed to 0900 hours to 1945 hours. The decision to change the start and end time of this shift shall be made in the best interests of the Department to provide complete and adequate coverage to the citizens of the City.

d. Each unit member working in the Patrol Unit of the Uniformed Services Division shall be assigned, on the basis of Department seniority, to their preference of one (1) of six (6) daily shifts set forth above of ten and three quarter ($10\frac{3}{4}$) hours each.

e. Probationary police officers will not be assigned permanently until after a minimum of six (6) months service in the Department.

f. In an emergency as defined in Article IX, Section A, paragraph 3, officers may be assigned to any shift for the duration of the emergency, or if a situation occurs which will interfere with the health, welfare, and safety of the operations of the Department.

g. Upon completing a temporary assignment, each unit member will be returned to his original shift schedule.

2. The hours of employment for all unit members other than those assigned to the Uniformed Services Division's Patrol Unit and Traffic Investigators of the Traffic Bureau, during the year shall be as follows:

a. Four (4) consecutive days on duty followed by three (3) consecutive days off duty (4/3 schedule); provided that no unit member will be scheduled to work more than nine (9) hours twenty-three (23) minutes in any one day. This schedule also pertains to unit members with the rank of a Detective or Police Officer, assigned to any of the following Divisions and Units: Support Services Division, Professional Standards Division, Criminal Investigations Division, Administrative Services Division and Traffic Bureau (excluding Traffic Investigators).

b. Each unit members so assigned will receive eighteen (18) days off with pay annually; said days must be scheduled in advance, subject to the Chief's approval.

3. Except in emergency, as defined in Article IX, Section A, paragraph 3, hereof, no change or modification of a unit member's regular scheduled 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. In keeping with the past practice, the Detective and Investigative Bureaus may, without direct order and solely voluntarily, waive said notice of schedule change. This shall be done on an individual and case-by-case basis and only when dealing with a major crime or a specific narcotics operation.

4. In an emergency, as defined in Article IX, Section A, paragraph 3, hereof, 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.

5. All unit members shall receive a paid lunch break of one-half hour per shift. This lunch break shall not be unreasonably withheld, and is subject to cancellation by a Supervisor, in the event of emergency or call to return to duty.

B. **Overtime**

1. Overtime at the rate of one and one-half (1 ½) times an officer's hourly rate of pay shall be paid to any unit member who is required to work in excess of a regularly scheduled daily tour of duty.

2. Overtime at the rate of one and one-half (1 ½) times a unit members hourly rate of pay shall be paid to any unit member who is required to appear in court (Municipal, County, or 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. Officers who are off-duty and who are required to attend superior court or municipal court, or who are required to appear to a proceeding under a civil subpoena for matters which arise out of their duties as an officer, shall receive a minimum of two (2) hours of pay at the officer's overtime rate. For a subpoena or notice to appear for non-court appearance, the unit member shall immediately notify the Chief of Police, so that the City may attempt to have the appearance conducted on the unit member's regularly scheduled shift.

3. When a unit member is held over to work beyond his regular scheduled daily tour of duty, each hour of overtime shall be paid as follows:

a. For the first hour only, the first ten (10) minutes worked shall be without additional compensation. For all time worked beyond ten (10) minutes, but not more than thirty (30) minutes, one-half (1/2) hour of overtime compensation shall be paid. For all time worked beyond thirty (30) minutes, but not more than sixty (60) minutes, an additional one-half (1/2) hour of overtime compensation shall be paid.

b. For all time worked beyond the first hour as specified above, an officer shall be compensated with an additional one-half (1/2) hour overtime compensation for each fraction of one-half (1/2) hour worked beyond that first hour.

4. In the event that a unit member is required to work on any of his/her scheduled holidays, personal days, Police Officer Days or called off vacation, he/she shall be entitled to overtime at a rate of one and one-half (1 ½) times his/her hourly rate of pay plus the officer shall receive a return of the day taken. If a unit member 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/her day's pay.

5. The City reserves the right to require a unit member to attend a fitness for duty examination at any time. A unit member who is off-duty and is required to attend an examination shall be compensated at time and one-half (1 ½) his hourly rate of pay. A unit member who is on a sick day and is required to attend such an examination shall be compensated at straight time and shall be credited sick time in an amount equal to the time required for the examination.

C. **Call in Pay**

1. Any unit member having completed a tour of duty who is dismissed at the end thereof and recalled back to duty at the time not contiguous to the officer's regular tour of duty, shall receive a minimum of two (2) hours work or pay at his prevailing overtime rate.

2. The call in pay referred to in Section 1 hereof shall not apply to the annual inspection or to those instances where the employee is recalled to duty for the purpose of correcting errors in any report which the employee submitted during that tour of duty. Should the inspection exceed two (2) hours, unit members who are not regularly scheduled, shall be compensated in accordance with Section E, 1, below.

3. In cases of discipline, any unit member called into work during their time off for purpose of being read or served disciplinary charges or for interrogation or investigation into a matter which deals with or could deal with disciplinary action, shall be paid Call In Pay and overtime compensation in accordance with this Article. However, while every effort will be made to conduct the disciplinary hearing during an officer's on duty hours, the overtime and Call in Pay benefits of this Article will not apply to unit members whose disciplinary hearing is conducted during a unit member's off-duty hours.

D. Rules Governing Overtime

1. Except in emergency situations, overtime shall be rotated among those unit members in their respective Units/Bureaus listed on the overtime roster. If overtime must be filled with unit members from other Units/Bureaus, Department seniority shall govern. Exceptions to the rotation may occur when the demands of the particular assignment are such as to require an employee possessing specific training or expertise. Unit members on limited duty for medical reasons shall be excluded from the overtime list. Any unit member refusing an assignment of overtime shall be charged as having worked and placed on the overtime roster

accordingly. However, all unit members may be required to work a reasonable amount of overtime.

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

3. For the purpose of calculating a unit member's overtime hourly rate of pay only, his Total Salary (See Article VIII, Section A, paragraph 4) shall be divided by the 1950 hours (52 weeks times 37.5 hours).

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

5. For those unit member called to duty on their time off for full dress inspection, two (2) hours compensatory time shall be granted. Those officers held over for such full dress inspection shall receive equal time off for time held over. Should the inspection exceed two hours, unit members shall be compensated in accordance with Section #, 1, below.

6. Effective January 1, 2019, unit members shall be entitled to cash in up to forty (40) hours of Compensatory time each year. Unit members shall notify the Chief's Office by April 1st of their intention to cash in time and payment shall be issued in the second paycheck of September.

a. For year 2019 – Notification to the Chief's Office will take place upon ratification of this agreement by the City Council and will be payable as soon as practical from the closing date of notification to the Chief's Office.

b. For year 2020 – Notification to the Chief's Office will take place upon ratification of this agreement by the City Council and will be payable in the second check of September.

7. Effective December 31, 2019, unit members Compensatory Time shall be capped at the following amount of hours:

- a. Up to twenty (20) years of service with the City – Four hundred and eighty (480) hours.
- b. From twenty (20) to twenty-three (23) years of service with the City – Three hundred (300) hours.
- c. Twenty-four (24) years of service or more with the City – Two hundred (200) hours.

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

1. Off duty unit members attending in-service training conducted within the City Police Department shall receive compensatory time at the rate of one and one-half (1 ½) times the officer's hourly rate of pay for each hour of training. Such training shall include: C.P.R., First Aid, Firearms, etc.

2. Off duty unit members attending in-service training at facilities other than the City Police Department and on any given day, which shall last for any time less than five (5) hours, shall receive compensatory time off equivalent to five and one-half (5 ½) or four and three quarter (4 ¾) hours, depending on the unit member's regular work schedule. For said training which lasts in time for more than five (5) hours, the unit member shall receive compensatory time off equivalent to ten and three-quarters (10 ¾) or nine and one-half (9 ½) hours, depending on the unit member's regular work schedule. This formula shall be utilized for each and every day during which a unit member is attending such training.

3. For in-service purposes only, except as stated above, compensatory time accumulated by all unit members as compensation for time spent in training may be used within a reasonable period of time. It may be carried from one year to the next, provided it does not

exceed a maximum of one hundred (100) hours. Concerning compensatory time carried over into the following year, the unit member must show good faith effort in attempting to take the compensatory time by the end of the first three (3) months of that following year. If the unit member fails to do so, the compensatory time in excess of one hundred (100) hours carried over from the previous year may be forfeited. If, however, the unit member was not afforded the opportunity to take the time, then it shall continue to be carried.

4. In the event of termination of employment for any reason, payment for unused compensatory time remaining on the books shall be paid to the respective unit member at his or her hourly rate at the time of termination.

5. No unit member, regardless of tour of duty, shall be required to change a tire on his/her police vehicle.

ARTICLE V

VACATIONS AND HOLIDAYS

A. Vacations

1. Earned vacations are to be granted to all unit members assigned to a 4/3 schedule (excluding unit members on temporary assignment) in accordance with the following:

<u>Years of Service</u>	<u>Amount of Vacation Time (In Working Days)</u>
1 st year	1 day per month worked
1 st through 5 th year	12 working days per year
6 th through 10 th year	13 working days per year
11 th through 15 th year	17 working days per year
16 th through 20 th year	20 working days per year
21 st through 25 th year	23 working days per year
26 th year and over	27 working days per year

2. Earned vacations are granted to all unit members assigned to a 4/4 schedule, in accordance with the following:

<u>Years of Service</u>	<u>Amount of Vacation Time (In Working Days)</u>
1 st year	1 day per month worked
1 st through 5 th year	9 working days per year
6 th through 10 th year	10 working days per year
11 th through 15 th year	14 working days per year
16 th through 20 th year	17 working days per year
21 st through 25 th year	20 working days per year
26 th 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 when it cannot be used due to an emergency. All carry over vacation time must be submitted to the City Council no later than a week prior to the November Council meeting. All carry over vacation days must be approved by the City Council. Seniority in rank shall govern vacation selection.

4. The vacation period calendar year shall be from the first (1st) of January to the thirty-first (31st) day of December of each year.
5. Earned vacations for less than one (1) year of service shall be granted during the first (1st) full calendar year of employment.
6. During the second (2nd) full calendar year of employment and every year of employment, thereafter, earned vacation shall be granted in accordance with the aforementioned schedule.
7. After the first (1st) full year of employment, the amount of vacation shall be determined by the anniversary date of employment. Such vacation shall be granted during January of the calendar year of said anniversary date.
8. If any unit member leaves the Department by choice or is terminated for reasons other than retirement or layoff, earned vacation reimbursement will be determined by the unit member's anniversary date of employment.
9. All vacations shall be granted at annual salary rates.
10. Unit members shall be entitled to receive their vacation pay prior to taking their vacation time provided they submit a written request for same to the Chief of Police at least two (2) weeks prior to the start of each vacation period.

B. **Holidays**

1. Each unit member shall be granted nine (9) working days off annually with pay in lieu of time off on official holidays. Each unit member, at his option, may work and receive straight time pay for seven (7) of the nine (9) days off with pay provided the Chief's office is notified no later than April 1 of the calendar year of a unit member's option to work four (4) of the seven days and no later than October 1 of the calendar year to work the remaining three (3) days. However, any unit member 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. Payment will be made in accordance with the formula contained in Article VIII, Section A (4).

2. A unit member can take two (2) annual holidays in segments of one (1) hour or more upon approval of the shift supervisor. A unit member can carry over one (1) holiday to January 31st of the following year and it must be used by that date. When used, the day off must be requested a minimum of five (5) days in advance and subject to the Chief's final approval. Approval shall not be unreasonably withheld. Such holiday shall be paid at the rate at which it was accumulated.

3. All new unit members 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 (4) four month period to be worked in any calendar year.

4. Effective January 1, 2022, the holiday compliment shall be increased by one (1) day, which will not be considered for holiday sell back.

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

5. Calendar Year 1996 and thereafter: The six (6) additional holidays noted in Section B.4, will be included in annual salary in accordance with Article VIII.

6. Only unit members assigned to the 4/4 schedule will be paid on the basis of a ten and three-quarter (10 $\frac{3}{4}$) hour day for each holiday paid in lieu of time off. All other unit members will be paid on the basis of a nine and one-half (9 $\frac{1}{2}$) hour day for said holidays paid in lieu of time off.

7. Qualifications for payment of each holiday in lieu of days off will be active employment for a minimum of six (6) weeks in each eight (8) calendar week period of the first forty-eight (48) calendar weeks of the year.

C. **Personal Days Off**

1. Officers assigned to the Patrol unit receive two (2) personal days off annually. Effective January 1, 2016, all unit members will receive two (2) personal days off annually.

2. Personal days must be used during each calendar year shall not be carried over, and if not used shall be forfeited.

3. Upon retirement, death, or layoff, personal days will be reimbursed, on each, for active employment for a minimum of thirty (30) calendar days in each period between January 1 and June 30 and between July 1 and December 31 of the calendar year.

D. **Police Officer Day**

Each unit member hired before April 3, 2000 shall receive one (1) police officer day off per year. Said day shall be administered in accordance with the provisions of Section C herein above.

ARTICLE VI

SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

A. Sick Leave

1. Sick leave shall accumulate on the basis of fifteen (15) days per year. Unused sick leave shall accumulate from year-to-year. As used in this subsection, sick leave shall mean paid leave that will be granted to a unit member 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 unit member's doctor or Department physician shall be required as sufficient proof of the need for sick leave after two (2) consecutive working days. During sick leave periods of thirty (30) consecutive days or more, an additional doctor's certificate shall be furnished within three (3) days after the initial thirty (30) days period and every thirty (30) days thereafter. Such physician's note shall indicate that the employee is unable to perform the essential functions of the employee's duties and an anticipated return to duty date. In addition to the foregoing, the City may require proof of illness of a unit member on sick leave, whenever such requirement appears warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

3. In the first (1st) year of employment, a unit member shall be entitled to one (1) working day sick leave for each month of employment. Sick leave shall accumulate on the basis of one and one-quarter (1 ¼) days per month or fifteen (15) days per year. Sick leave may be accumulated from year to year.

4. Accumulated sick leave may be used by a unit member for illness, quarantine, restriction, pregnancy or disabling injury affecting a member of his immediate family, in accordance with the Civil Service Commission Rules and Regulations, N.J.A.C. 4A:6-

1.3(a) through (h). For the purpose of this paragraph immediate family means spouse, child; parent, civil union partner/domestic partner or unmarried brother or sister.

5. In any case where a unit member 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.A. 40A:14-16, grant additional sick leave of up to one (1) calendar year. The Chief of Police shall forward the physician's request for extended sick leave to the City Council within thirty (30) days after receipt thereof. Such determination shall be based on a medical report. Request for additional sick leave under N.J.S.A. 40A:14-16, shall be made at ninety (90) day intervals during the first (1st) calendar year leave when applicable. In considering requests for extended sick leave under this subsection, the City agrees that it shall not act in arbitrary, capricious, or unreasonable manner.

6. A unit member 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 unit member 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 unit member only after all accrued sick and other leave have been exhausted. Under said program, it is mandatory for all unit members to participate in the payment of premiums in accordance with the regulations adopted by the New Jersey State Division of Unemployment and Disability.

8. Unit members may utilize sick days in one half (1/2) day increments.

B. Sick Leave Buy Back

1. Any unit member with ninety (90) days of accumulated sick leave or more has the option of selling back sick time to the City on an annual basis, as follows:

NUMBER OF SICK DAYS USED	SICK DAYS ELIGIBLE FOR SELL BACK
0	10
1	9
2	8
3	7
4	6
5	5
6	4
7	3
8	2
9	1
10 or more	0

2. A unit member exercising this option shall inform the office of the Treasurer no later than October 15th of each calendar year.

3. All sick days sold will be in eight (8) working hour increments.

C. **Leave Of Absence As Result Of Injury In Line Of Duty**

1. When a unit member is injured in the line of duty, the City Council shall, pursuant to N.J.S.A. 40A:14-16, pass a resolution giving the unit member up to one year's leave of absence with pay, upon sufficient medical evidence or proof of the inability of the unit member to work. Said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the unit member 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 unit member and the City, setting forth that the unit member shall reimburse the City for monies he may receive for Worker's Compensation, for temporary benefits. Reimbursement to the City is limited to monies paid by the City to the unit member in salary in the course of the employment.

D. **Sick Leave Donor System**

1. Each unit member may, at his option, participate in a "sick leave donor system" which shall enable participating police officers who have exhausted all accrued sick and other leave to continue receiving sick leave donated by fellow police officers. The following conditions shall apply to the sick leave donor system:

a. The sick leave donor system is to be utilized in the Police Department only. The donor system is set forth in the City's policy manual.

b. All donations of sick leave will be on a voluntary basis;

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

d. The City shall maintain a list of all officers of the City Police Department who wish to donate any sick days;

- e. The list used for the donation of sick time will be by seniority, starting by rank seniority for all superiors then seniority by length of service for all patrol officers, etc.;
- f. No more than a total of five (5) sick days may be donated by any one (1) unit member to any other unit member(s) during a calendar year;
- g. The only time a donation of sick time may be asked for by a is when he has exhausted all his accumulated sick leave, vacation, holidays, personal days, compensatory time off and all other time off entitlements;
- h. The Chief's office will, at the end of each January, prepare a report of the sick time used by all police officers to the committee that administers the donation of sick time so that any unit member wishing to donate same will know if the police officer requesting such a donation has been abusing his own sick time;
- i. The donation or refusal to donate sick time will be kept confidential from all others except that of the committee that administers same;
- j. A list of the unit members and the days that they donate will be submitted to and filed in the Chief's office.

E. **Leave Because of Death in Immediate Family**

- 1. Leave with pay shall be granted to a unit member for a death in his immediate family. The leave shall terminate the day following the funeral. Leave with pay shall be consecutive workdays only. However, if a unit member is taking or has scheduled to take vacation leave and a death in his/her family occurs, either as outlined herein or in subsection 2, hereinafter, that vacation time shall be converted to bereavement leave and the unit member shall be credited with that same amount of vacation time for use at a later date. The term immediate family, for the purpose of this subsection, shall include: The unit member's spouse, civil union

partner/domestic partner, child, parent, stepchild, 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 a unit member for the funeral of his brother-in-law, sister-in-law, aunt, uncle, niece, and nephew of both the unit member and spouse, provided the unit member attends the funeral.

3. Effective January 1, 2022, bereavement leave for paternal/maternal grandparent shall be five (5) days. It is understood that the leave shall encompass from the day of death through the day of the funeral.

F. **Military Leave**

1. Any unit member who is a member of the National Guard, Naval Militia, Air National Guard, or reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation up to a maximum of thirty (30) workdays per year.

2. When a unit member who is 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 unit member shall be reinstated without loss of privileges or seniority provided he reports to duty with the City within sixty (60) days following his honorable discharge or separation from the Military Service and provided he has notified the City of his intent to report for duty within thirty (30) days prior to his discharge from Military Service.

G. **Outside Employment**

A unit member may engage in any lawful outside employment or outside business activity while off-duty provided the Chief has been notified in advance concerning the name of

the employer and the nature of such employment. However, unit members will consider their position with the City as their primary employment. Any outside employment or business activity must not interfere with the unit member's efficiency in his position with the City, nor constitute any conflict of interest. Other employment or business activity must not involve work contracts or bids submitted for the City, agencies, or autonomous bodies of the City. The City will notify the unit member in writing if his/her outside employment or business activity is interfering with the efficiency in his position and/or constitutes a conflict of interest.

H. **Leave of Absence**

The Mayor upon recommendation of the Chief, on request of a unit member, upon seven (7) days' notice, may grant up to one (1) year's leave of absence without pay to said officer, when confirmed by City Council. Said leave may only be granted upon receipt of a written request signed by the unit member. If a unit member overstays such leave without valid reason, his employment with the City shall be deemed to be terminated. During a requested leave of absence, a unit member's seniority shall cease to accrue, and all other benefits, considerations and entitlements of any kind shall be suspended. The City shall notify the unit member within thirty (30) days which benefits shall cease and when such benefits shall cease. Nothing contained in this paragraph shall supersede any Civil Service rulings.

I. **Payment on Death, Retirement, or Lay-Off**

1. In the event of the death, retirement, or layoff of a unit member, payment of salary shall be made up to and including the date of death, retirement, or layoff, together with any vacation, holidays, and accumulated sick leave (only in the case of death or retirement and not for layoff) to which the unit member may be entitled for services heretofore rendered to the City. However, payment for accumulated sick leave shall be limited to one (1) day's base pay at the rate which is in effect on the date of death, retirement, or termination, for each three (3) days

accumulated sick leave for the first two hundred and one (201) days of earned sick leave and similarly one (1) day's base pay for each two (2) days off accumulated sick leave over and above two hundred and one (201) days, to a maximum total reimbursement of nineteen thousand dollars (\$19,000). For purposes of this payment only, a day's base pay shall be calculated on the basis of ten and three-quarter (10 $\frac{3}{4}$) hours. In the event of death, a unit member's beneficiary or estate will receive payment for all accumulated time earned by the unit member up to the date of death.

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

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

J. **Association Business Leave**

1. Members of the PBA Good and Welfare Committee are designated as the PBA Negotiating Committee. These members, seven (7) in number, shall be granted leave from duty with full pay for all meetings between the City and the PBA 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. As in the past, the PBA President or his designee and State Delegate shall be granted time off without loss of regular pay or time due to attend regularly scheduled State and/or Local PBA meetings, annual PBA conventions, hearings involving PBA unit members, and one (1) annual labor-relations related seminars when they are conducted at a time when the State Delegate and President or his designee are scheduled to work. The President shall, without

loss of pay, be granted time off during working hours to attend any scheduled hearing or a grievance meeting or any emergent personnel or Departmental problem where his attendance has been requested by either the Police Chief or a unit member. The aforementioned time off for scheduled meetings or hearings shall only be granted upon written notice to the Chief or a supervisor.

3. The PBA Grievance Committee, seven (7) in number, only three (3) of which may be on duty, shall be granted leave with full pay for all meetings between the City and the PBA 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 PBA shall be granted leave from duty with full pay for all County, State and Local meetings and all membership meetings of the PBA when such meetings take place at a time when the State Delegate is scheduled to be on duty. The State Delegate shall be granted a day off, without loss of pay for the regular monthly State PBA meeting.

5. The President, State Delegate and two (2) alternate delegates elected to represent the PBA at their annual conventions shall be granted leave from duty with full pay to attend said conventions.

6. In addition to the sections herein above, the PBA President, the State Delegate or Executive Officer Designate shall be granted leave from duty with full pay to perform the duties of his/her respective office, after proper notification to the Shift Commander. This leave time shall not exceed four (4) hours monthly.

K. Mandatory Court Appearance.

Effective January 1, 2016, any unit member mandated by the City to attend a required Court appearance related the performance of his or her duties, and such appearance falls during

the unit member's regular time off, either on a scheduled workday, or on a morning immediately following his or her last tour of duty, shall receive six (6) hours off without loss of pay, between the tour or duty and the scheduled appearance.

ARTICLE VII

OTHER BENEFITS

A. Uniform and Clothing Maintenance

1. Each new member of the Department shall, on the date of his hire, be outfitted with a complete winter and summer uniform. Such uniform shall consist of three shirts and three trousers for each season (winter and summer), a Department approved name tags, dress blouse, Class A hat, patches, winter jacket, raincoat, reversible rain cap cover, holster, handgun mounted light, belt keepers, leather gear including handcuff and pepper spray pouches, a leather cross strap, and Sam Browne belt. The cost of such issue shall not exceed one thousand eight hundred fifty (\$1,850) dollars during the initial twenty-four (24) months of employment. If a unit member resigns or is terminated from the Department within eighteen (18) months of hire, the entire uniform issue shall be returned or paid to the City. Each new member of the Department shall also be issued, upon date of hire, all necessary standard police equipment inclusive of a service handgun, badge, night stick and handcuffs

2. All unit members are responsible for returning all departmental clothing and equipment upon separation from the City Police Department. If this equipment is not turned in, the City shall deduct the value of same from the unit member's last paycheck.

3. If, in the performance of his duty, a unit member's uniform of the day (regardless of assignment) or equipment is damaged, and if not due to negligence on

the part of the unit member, personal effects (i.e., eyeglasses, watches, etc.) are damaged or broken, the City shall replace same upon the discretion of the Chief, not to exceed two hundred fifty (\$250.00) dollars per incident.

4. A Uniform Committee shall be established to review the uniform of the day and to determine if any changes shall be made to same. The Committee shall consist of no more than three (3) members representing Police Administration and/or the City and three (3) chosen by the rank and file PBA. Said Committee shall agree prior to any changes in the uniform being made.

5. Should the Uniform Committee decide upon a uniform change, the PBA and all unit members shall be notified of the change(s) by December prior to the year during which the change shall take place. Further, the effective date said change shall take place no sooner than sixty (60) days following the receipt of the annual clothing allowance.

B. Insurance Benefits

1. All unit members and their eligible dependents shall be entitled to full medical coverage under any of the plans and terms offered by the State Health Benefits Plan, including Direct Access 10 or Direct Access 15, at the employee's option, the premiums of which are paid by the City.

2. Upon retirement, from the City with a minimum of twenty-five (25) years of service in a New Jersey State Retirement System, employees enrolled in a New Jersey State Retirement System as of December 31, 2013, shall be entitled to an individual Employee Contract stating that they will receive medical and prescription benefits upon retirement with the sole cost of same to be borne by the City. Upon a service retirement from the City with twenty-five (25) years of service in a New Jersey Retirement System, employees enrolled on or after January 1, 2014, all retirees shall contribute towards their medical and prescription benefits the same as the active employees and shall receive the same medical and prescription benefits offered to active employees. Any other category of retirement from the City shall follow the requirements and receive the medical and prescription benefits as determined under the New Jersey Division of Pensions and Benefits Tier System.

3. The City shall provide all unit member and their eligible dependents with a dental care plan, vision care plan and prescription drug plans. The entire cost of the premiums for these plans shall be paid by the City.

Prescription co-pays shall be:

Retail:

Generic	\$7.00
Formulary	\$20.00
Non-Formulary	\$40.00

Home Delivery (90 Day Supply):

Generic	\$14.00
Formulary	\$40.00
Non-Formulary	\$80.00

4. The City shall provide each unit member with an individual life insurance policy payable upon death in a face amount of not less than fifteen thousand (\$15,000) dollars and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

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

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

7. Health Insurance Coverage and Waiver

Except as provided herein, unit members shall comply with the applicable provisions of Chapter 78; however, unit members who decline the City's health insurance coverage will be entitled to an annual cash payment of \$4,000.00 to be paid in the first payroll in December. Any incentive waiver must comply with all State statutes.

8. Whenever any civil action has been or shall be brought against any Unit member for any act or omission arising out of or in the course of or within the scope of the performance of his duties, the City shall defend such employee and shall defray all costs of defending such action, including the payment of reasonable counsel fees and expenses, judgments, and costs of appeal, if any. Should any criminal or disciplinary action be instituted against a unit member entitled to defense in civil actions according to the foregoing for any such act or omission arising out of his employment as a police officer, the City shall reimburse him for the cost of defending

such proceedings, except that punitive damages assessed against the unit member shall be specifically excluded. Such reimbursement shall include reasonable counsel fees and costs together with the cost of appeals, if any. The City Attorney shall provide legal services for such unit member, or the governing body shall engage special counsel at reasonable fees to handle the defense of such employee. If the unit member does not accept the services offered by the City, he shall be responsible for his own fees and expenses. Funds shall be allocated in the annual budget for any prospective legal fees for such action.

C. **College Incentive Plan**

1. A unit member attending school to obtain a post-secondary school degree, as listed in Section 3, below, in Police Science shall, in addition to his regular annual salary, receive eleven dollars (\$11) per credit earned, up to a maximum of one hundred thirty-two (132) credits and upon satisfactory completion of each course with a maximum passing grade of "C" or its equivalent, each unit member shall be reimbursed for all book and tuition costs.

2. This additional compensation shall be effective January 1 and July 1 of the current year, whichever date is closest to having earned such credit.

3. Effective July 1, 1995 unit members will receive no additional payment for credits earned on or after that date until they have earned an Associate Degree or a Bachelors' Degree. The unit member will, however, continue to receive payment for those credits earned before July 1, 1995. Upon achieving a degree as noted below, the unit member will receive total compensation under this program as follows:

- a. Associate Degree: \$ 950.00
- b. Bachelors' Degree: \$ 1,900.00

- c. Masters, JD, or MD \$3,800.00

Effective and retroactive to January 1, 2015, the above degree compensation shall increase to:

- a. Associate Degree: \$ 1,500.00
- b. Bachelors' Degree: \$ 2,500.00
- c. Masters, PHD, JD, or MD \$ 4,500.00

4. Compensation for the Degrees noted above shall be effective on January 1 and July 1 of the current year, whichever date is closest to having earned such Degree.

D. **Weapon Maintenance**

In 2018, all officers shall receive a one-time off-duty weapon maintenance allowance one thousand two hundred fifty (\$1,250.00) dollars. The allowance shall be paid by separate check on the November 19, 2018 pay day.

Effective December 1, 2019, members who were actively employed by the City shall receive a onetime stipend in the amount of seven hundred and fifty (\$750.00) dollars for weapon maintenance which was incurred in calendar year 2019.

ARTICLE VIII
COMPENSATION

A. Salary

1. The City will pay each unit member at the end of each two week period.
2. Annual Salary is defined to consist of base salary including six (6) paid holidays.

Daily Rate of Pay is determined by dividing a unit member's established annual salary by 1950 hours, (37 ½ hour/week times 52 weeks per year) multiplied by nine and one-half (9 ½) or ten and three three-quarters (10 ¾) hours based on his/her current work schedule.

3. Total Salary is defined to consist of Annual Salary as noted above, plus college incentive plan, detective/investigator status pay, training officer pay, and the senior officer differential. Longevity is hereby deleted from this Agreement.

4. Holiday Pay is determined as follows: Total Salary divided by 1950 hours multiplied by either 9.5 or 10.75 hours (as appropriate) = Holiday Pay.

5. Annual Salary is set forth in the attached Appendix A:

6. Senior Officer Differential

Effective January 1, 2019, unit member shall receive a Senior Officer differential as follows:

Beginning of 10 th year of service	\$ 1250.00
Beginning of 15 th year of service	\$2,000.00
Beginning of 20 th year of service	\$3000.00

Said pay shall be non-cumulative and paid in equal biweekly installments.

B. **Detective and Special Investigate Assignment (Including PAL Assignment)**

1. Effective and retroactive to January 1, 2015, unit members assigned a Detective status/Special Investigative Assignment shall receive an increase in base of pay in the amount of four thousand nine hundred fifty (\$ 4,950.00) to their Annual Base Salary.

Effective January 1, 2019 any unit member assigned to a 4/3 work schedule, P.A.L., or Field Training Manager shall have their pensionable base pay increased by six thousand five hundred dollars (\$6500.00).

C. **Training Officers**

Only unit members assigned to the Uniformed Services Division's Patrol Unit are eligible for assignment as Training Officers. To qualify for said assignment, unit member must have completed three (3) years of service with the City Police Department. Not less than four (4) unit members shall be assigned to this position by the Chief or his designee.

Effective and retroactive to January 1, 2019, Field Training Officers in the Uniformed Services Division shall have their pensionable base pay increase by four thousand dollars (\$4000.00) to compensate them for their training responsibilities. This base pay increase is paid in equal installments in the City's regular payroll cycles.

D. **Traffic Bureau**

Effective and retroactive to January 1, 2019, unit members assigned as Investigators in the Traffic Bureau shall receive an increase to base pay of six thousand five hundred dollars (\$6,500.00).

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

F. Drug Recognition Expert D.R.E. Compensation

Effective and retroactive to January 1, 2016 any unit member certified as a Drug Recognition Expert shall receive additional base pay compensation of one thousand (\$1,000.00) dollars. This base pay increase is paid in equal installments in the City's regular payroll cycles. Unit member must maintain said certification to receive such compensation. The City shall allow all unit members certified as DREs to attend mandatory continuing education training and re-certification training to maintain the certification. At the City's sole discretion to assign more personnel, the City shall allocate necessary funds for a minimum of four (4) Drug Recognition Experts at any one time.

F. On-Call Rotation Compensation

Effective January 1, 2016, unit members assigned to the rank of Detective/Investigator in the Criminal Investigative Division's General Assignment Bureau, Narcotics Bureau and Juvenile Bureau, as well as unit members assigned as a Traffic Investigator in the Uniform Services Division's Traffic Bureau, who participate in the On-Call rotation, shall receive On-Call Compensatory Time in the amount of two (2) hours per day for every Friday, Saturday and Sunday, which the unit member is on-call. This On-Call Compensatory Time shall be stored separately and independently from compensatory time accrued through training/overtime compensation. On-Call Compensatory Time accrued may not exceed one hundred (100) accumulated hours. Such compensation is independent of overtime compensation received by a unit member as a result of being called in.

Effective upon ratification of this agreement by the City Council, any unit member assigned to a 4/3 work schedule who participates in On-Call Rotation, shall receive On-Call Compensatory Time in the amount of one (1) hour per day for every Friday, Saturday, and Sunday, when the unit member is On-Call. This On-Call Compensatory Time shall be stored

separately and independently from compensatory time accrued through training/overtime compensation. Additionally, no unit member may earn more than one hundred (100) hours annually and no unit member can have more than one hundred (100) hours in their bank at any given time.

Any unit member who terminates his/her employment with the department, retires, or is terminated may not seek reimbursement for any unused On-Call Compensatory Time remaining in his/her On-Call Compensatory time bank.

G. **Worker's Compensation**

All unit members will be covered by Worker's Compensation.

ARTICLE IX

MISCELLANEOUS

A. **Definitions**

1. **Full-time sworn employees:** Full-time sworn employees are all regular full-time police officers, investigative detectives and plain clothes officers employed by the City, in the Police Department, who shall be subject to twenty-four (24) hour call, which includes Sundays and holidays.

2. **Increments:** All salary 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.

3. **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 employee's 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.

4. Department 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 of five (5) consecutive working days without leave or notice.

5. Unit Seniority: Unit Seniority is defined as the accumulated length of continuous service in a unit/bureau under single rank classification i.e., Detective, Traffic Investigator, Police Officer.

6. Division Seniority: Division Seniority is defined as the accumulated length of continuous service in a particular division of the Police Department, i.e., Uniformed Services Division, Criminal Investigations Division, Professional Standards Division, Support Services Division and Administrative Division.

7. With the exception of the Uniformed Services Division, Division Seniority shall prevail in the selection of vacations and days off. In the Uniformed Services Division, Unit Seniority shall prevail in the selection of vacations, work shifts and days off.

8. Scheduled Holidays: When a unit member has been officially granted a day off and it is noted on the on the roster.

9. Compensatory Time: An appropriate amount of time-off for time worked or earned.

B. Other Terms and Conditions

1. Unit members may elect to receive their paycheck via direct deposit.
2. Each unit member 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. Further, an individual unit member shall have the right to submit a written rebuttal to any derogatory material to be placed within said personnel file within ten (10) calendar days after such material has been placed in the unit member's personnel file. The rebuttal shall be attached to and be considered as a part of the initial derogatory document.
3. The individual unit member will be notified by the City if material derogatory to such individual unit member is placed in his personnel file.
4. A unit member will be permitted to volunteer his earned holidays off with pay, accumulated compensatory time or vacation days to another unit member at the same or lesser grade classification in the same division of the Department.
5. Whenever a unit member is called before any superior officer or representative of the City for questioning or interrogation and may reasonably believe that disciplinary action may be taken against said unit member as a result of said questioning or interrogation, then the unit member shall be entitled to request and have present a PBA representative during any and all questioning or interrogation.
6. If a unit member is criminally charged for actions arising out of his/her duties and said charges are dismissed or the unit member is found not guilty, the City shall reimburse the unit member for the cost of expunging the record of such charges; however, the City shall not be responsible for any attorney's fees incurred in obtaining the expungement.

ARTICLE X

MANAGEMENT RIGHTS CLAUSE

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
2. To use improved methods and equipment, to decide the number of unit members needed for any particular time and to be in sole charge of the quality of the work required.
3. To hire all unit members, to promote, transfer, assign or retain unit members in positions within the City.
4. To reprimand, suspend, discharge, or take any other appropriate disciplinary action against any unit member for just cause.
5. To lay off unit members in the event of lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitutions and laws of New Jersey and of the United States and ordinances of the City.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties, or responsibilities under R.S. 40, 40A and 11 or any other national, state, county or local laws or ordinances.

D. All City practices that are in conflict with this Agreement shall be null and void and shall not survive this Agreement.

ARTICLE XI

GRIEVANCE PROCEDURE AND ARBITRATION

A. If any difference or dispute should arise between the City and the PBA, or its unit 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 dispute immediately and in the following manner, provided the grievance is filed in writing within thirty (30) calendar days of its occurrence.

Step 1

A meeting shall be held immediately between the aggrieved employee and/or a PBA representative and the supervisor in charge. The supervisor shall render a written decision in the matter and provide it to the affected unit member and PBA President within five (5) working days (defined as Monday through Friday, not including City Holidays) of the meeting.

Step 2

If no satisfactory agreement is reached at Step 1, a written grievance shall be provided to the City's Personnel Division within twenty (20) days of the receipt of the Step 1 decision by the PBA President. Further, a meeting shall be held within twenty (20) working days of receipt of the Step 1 decision by the PBA President between the aggrieved employee, a PBA representative, and the Chief of Police. The Chief shall render a written decision in the matter and provide it to the affected employee and the PBA President within ten (10) working days of the meeting.

Step 3

If no satisfactory agreement is reached at Step 2, the PBA shall submit the grievance in writing to the Mayor within ten (10) days of the determination in Step 2. The Mayor shall render a written decision in the matter and provide it to the PBA President within twenty (20) working days after receipt of the grievance.

Step 4

If the grievance is not satisfactorily adjusted between the parties in Step 3, then such dispute, difference or grievance shall be submitted to arbitration within twenty (20) working days of the receipt by the PBA President of the Step 3 decision at the request of either the PBA or the City to the New Jersey Public Employment Relations Commission (PERC). The Arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation of this Agreement. The cost of the service of the arbitrator shall be borne equally by the parties. Any other expenses including the presentation of witnesses incurred in connection with the arbitration shall be paid by the party incurring same. Only the PBA or the City shall have the right to submit a matter to arbitration.

B. At the request of a police officer, a representative of the PBA shall be present when the reading of formal charges against an officer and that officer's pleading occurs and at all subsequent stages of the formal hearing procedure.

ARTICLE XII

EMPLOYEE DISCIPLINE

- A. No unit member shall be reprimanded, suspended, fined, or discharged without just cause.
- B. Grievances filed under this Article shall be arbitrable to the extent permitted by law.

ARTICLE XIII

NO WAIVER

Failure by either party to exercise any right pursuant to this Agreement shall not be deemed nor interpreted as a waiver of such rights.

ARTICLE XIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or application of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

FULLY BARGAINING PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.

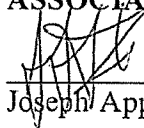
ARTICLE XVI

DURATION

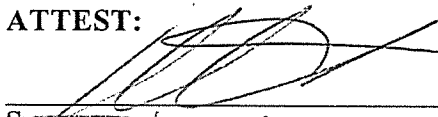
This Agreement entered into this 1st day of January, 2020 shall be effective from January 1, 2020 through December 31, 2023. Any changes in salary or other economic benefits will apply only to those police officers in the employment of the City as of the date of signing of this Agreement or who retired from the employment of the City or who died during the time of this Agreement. Either party wishing to terminate, amend, or modify this Agreement after December 31, 2023, 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, 2023.

If notification pursuant to above has been given by either Party as required above and a new contract has not been entered into by January 1, 2024, it is agreed and understood that this Agreement shall remain in full force and effect until such new contract is ratified by both parties.

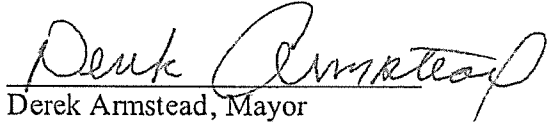
**POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL #42**


Joseph Appello, President

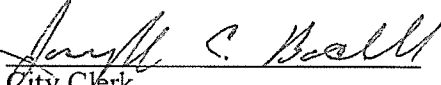
ATTEST:


Secretary *Leah R. Stevens Specialist*

CITY OF LINDEN


Derek Armstead, Mayor

ATTEST:


City Clerk

PBA LOCAL 42

APPENDIX A

STEP	2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
1	106,679	\$ 108,279	\$ 109,925	\$ 112,673	\$ 115,490
2	100,861	100,861	100,861	\$ 103,383	\$ 105,967
3	95,754	95,754	95,754	\$ 98,148	\$ 100,602
4	90,757	90,757	90,757	\$ 93,026	\$ 95,352
5	85,820	85,820	85,820	\$ 87,966	\$ 90,165
6	80,853	80,853	80,853	\$ 82,874	\$ 84,946
7	75,886	75,886	75,886	\$ 77,783	\$ 79,728
8	70,919	70,919	70,919	\$ 72,692	\$ 74,509
9	65,951	65,951	65,951	\$ 67,600	\$ 69,290
10	60,984	60,984	60,984	\$ 62,509	\$ 64,071
11	56,017	56,017	56,017	\$ 57,417	\$ 58,853
12	51,050	51,050	51,050	\$ 52,326	\$ 53,634
ACADEMY GRAD	45,945	45,945	45,945	\$ 47,094	\$ 48,271
PROBATIONARY	40,840	40,840	40,840	\$ 41,861	\$ 42,908

DETECTIVES/OFFICERS ASSIGNED TO 4-3 SCHEDULE/TRAFFIC INV./P.A.L.

STEP	2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023
1	113,179	\$ 114,779	\$ 116,425	\$ 119,173	\$ 121,990
2	107,361	107,361	107,361	\$ 109,883	\$ 112,476
3	102,254	102,254	102,254	\$ 104,648	\$ 107,102
4	97,257	97,257	97,257	\$ 99,526	\$ 101,852
5	92,320	92,320	92,320	\$ 94,466	\$ 96,665
6	87,353	87,353	87,353	\$ 89,374	\$ 91,446
7	82,386	82,386	82,386	\$ 84,283	\$ 86,228
8	77,419	77,419	77,419	\$ 79,192	\$ 81,009
9	72,451	72,451	72,451	\$ 74,100	\$ 75,790
10	67,484	67,484	67,484	\$ 69,009	\$ 70,571
11	62,517	62,517	62,517	\$ 63,917	\$ 65,353
12	57,550	57,550	57,550	\$ 58,826	\$ 60,134

Officers not at top pay shall receive step movement.

AGREEMENT BETWEEN

THE CITY OF LINDEN

AND

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 42

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ARTICLE I

PARTIES TO AGREEMENT

This is an Agreement made effective on the 1st day of January 2024, between the CITY OF LINDEN (hereinafter referred to as "City"), a Municipal Corporation, situated in the County of Union, and the State of New Jersey, and the New Jersey State POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 42 (hereinafter referred to as "PBA"), situated in the City of Linden, County of Union and the State of New Jersey, representing the full-time sworn employees of the Police Department of the City and represents the complete and final understanding on all bargainable issues between the City and the PBA.

ARTICLE II

RECOGNITION

The City hereby recognizes the PBA as the exclusive majority representative within the meaning of N.J.S.A. 34:13A-1.1, et seq., as amended, for all permanent police officers employed by the City excluding all superior officers.

ARTICLE III

RESPONSIBILITY OF PARTIES TO THIS AGREEMENT

A. The PBA agrees that neither the PBA nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow down, sick out, walk out or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the City in any form.

B. Nothing contained in this Agreement shall be construed to eliminate or restrict the City in its right to seek and obtain such judicial relief in law or in equity for injunctive relief or damages, or both, if there is a breach by the PBA or its members.

C. The City agrees not to cause, authorize, or engage in any lockout of employees covered under this Agreement.

D. The City and the PBA may modify this Agreement during its term, provided any modifications are agreed to in writing and are signed by both parties.

ARTICLE IV

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. Provided that there is no significant interference with a governmental policy decision, the hours of employment for all members of the unit who are assigned to the Uniformed Services Division's Patrol Unit and Traffic Investigators of the Traffic Bureau shall be as follows:

a. Four (4) consecutive days on duty followed by four (4) consecutive days off duty (4/4 Schedule) provided that no unit member will be scheduled to work more than ten and three quarter ($10\frac{3}{4}$) hours in any one day, nor an average of more than thirty-seven and one-half ($37\frac{1}{2}$) hours per week in any eight (8) consecutive week calendar period.

b. The PBA acknowledges and agrees that the following shifts shall be in place, except as provided below in subparagraph 1(d):

0400 a.m. to 1445 p.m.	0630 a.m. to 1715 p.m.	1945 p.m. to 0630 a.m.
1445 p.m. to 0130 a.m.	1715 p.m. to 0400 a.m.	*0730 a.m. to 1815 p.m.

*This shift's start, and end time may be changed to 0900 hours to 1945 hours. The decision to change the start and end time of this shift shall be made in the best interests of the Department to provide complete and adequate coverage to the citizens of the City.

d. Each unit member working in the Patrol Unit of the Uniformed Services Division shall be assigned, on the basis of Department seniority, to their preference of one (1) of six (6) daily shifts set forth above of ten and three quarter ($10 \frac{3}{4}$) hours each.

e. Probationary police officers will not be assigned permanently until after a minimum of six (6) months service in the Department.

f. In an emergency as defined in Article IX, Section A, paragraph 3, officers may be assigned to any shift for the duration of the emergency, or if a situation occurs which will interfere with the health, welfare, and safety of the operations of the Department.

g. Upon completing a temporary assignment, each unit member will be returned to his original shift schedule.

2. The hours of employment for all unit members other than those assigned to the Uniformed Services Division's Patrol Unit and Traffic Investigators of the Traffic Bureau, during the year shall be as follows:

a. Four (4) consecutive days on duty followed by three (3) consecutive days off duty (4/3 schedule); provided that no unit member will be scheduled to work more than nine (9) hours twenty-three (23) minutes in any one day. This schedule also pertains to unit members with the rank of a Detective or Police Officer, assigned to any of the following Divisions and Units: Support Services Division, Professional Standards Division, Criminal Investigations Division, Administrative Services Division and Traffic Bureau (excluding Traffic Investigators).

3. Except in emergency, as defined in Article IX, Section A, paragraph 3, hereof, no change or modification of a unit member's regular scheduled 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. In keeping with the past practice, the Detective and Investigative Bureaus may, without direct order and solely voluntarily, waive said notice of schedule change. This shall be done on an individual and case-by-case basis and only when dealing with a major crime or a specific narcotics operation.

4. In an emergency, as defined in Article IX, Section A, paragraph 3, hereof, 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.

5. All unit members shall receive a paid lunch break of one-half hour per shift. This lunch break shall not be unreasonably withheld, and is subject to cancellation by a Supervisor, in the event of emergency or call to return to duty.

B. Overtime

1. Overtime at the rate of one and one-half (1 ½) times an officer's hourly rate of pay shall be paid to any unit member who is required to work in excess of a regularly scheduled daily tour of duty.

2. Overtime at the rate of one and one-half (1 ½) times a unit members hourly rate of pay shall be paid to any unit member who is required to appear in court (Municipal, County, or 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. Officers who are off-duty and who are required to attend superior court or municipal court, or who are required to appear to a proceeding under a civil subpoena for matters which arise out of their duties as an officer, shall receive a minimum

of two (2) hours of pay at the officer's overtime rate. For a subpoena or notice to appear for non-court appearance, the unit member shall immediately notify the Chief of Police, so that the City may attempt to have the appearance conducted on the unit member's regularly scheduled shift.

3. When a unit member is held over to work beyond his regular scheduled daily tour of duty, each hour of overtime shall be paid as follows:

a. For the first hour only, the first ten (10) minutes worked shall be without additional compensation. For all time worked beyond ten (10) minutes, but not more than thirty (30) minutes, one-half (1/2) hour of overtime compensation shall be paid. For all time worked beyond thirty (30) minutes, but not more than sixty (60) minutes, an additional one-half (1/2) hour of overtime compensation shall be paid.

b. For all time worked beyond the first hour as specified above, an officer shall be compensated with an additional one-half (1/2) hour overtime compensation for each fraction of one-half (1/2) hour worked beyond that first hour.

4. In the event that a unit member is required to work on any of his/her scheduled holidays, personal days, Police Officer Days or called off vacation, he/she shall be entitled to overtime at a rate of one and one-half (1 ½) times his/her hourly rate of pay plus the officer shall receive a return of the day taken. If a unit member 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/her day's pay.

5. The City reserves the right to require a unit member to attend a fitness for duty examination at any time. A unit member who is off-duty and is required to attend an examination shall be compensated at time and one-half (1 ½) his hourly rate of pay. A unit member who is on a sick day and is required to attend such an examination shall be compensated

at straight time and shall be credited sick time in an amount equal to the time required for the examination.

C. Call in Pay

1. Any unit member having completed a tour of duty who is dismissed at the end thereof and recalled back to duty at the time not contiguous to the officer's regular tour of duty, shall receive a minimum of two (2) hours work or pay at his prevailing overtime rate.

2. The call in pay referred to in Section 1 hereof shall not apply to the annual inspection or to those instances where the employee is recalled to duty for the purpose of correcting errors in any report which the employee submitted during that tour of duty. Should the inspection exceed two (2) hours, unit members who are not regularly scheduled, shall be compensated in accordance with Section E, 1, below.

3. In cases of discipline, any unit member called into work during their time off for purpose of being read or served disciplinary charges or for interrogation or investigation into a matter which deals with or could deal with disciplinary action, shall be paid Call In Pay and overtime compensation in accordance with this Article. Disciplinary hearings shall be scheduled during an officer's on duty hours. If, however, the officer or his/her representative is not available on the scheduled date(s), the hearing may be scheduled during the officer's off-duty time and the overtime and Call in Pay benefits of this Article will not apply.

D. Rules Governing Overtime

1. Except in emergency situations, overtime shall be rotated among those unit members in their respective Units/Bureaus listed on the overtime roster. If overtime must be filled with unit members from other Units/Bureaus, Department seniority shall govern.

Exceptions to the rotation may occur when the demands of the particular assignment are such as

to require an employee possessing specific training or expertise. Unit members on limited duty for medical reasons shall be excluded from the overtime list. Any unit member refusing an assignment of overtime shall be charged as having worked and placed on the overtime roster accordingly. However, all unit members may be required to work a reasonable amount of overtime.

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

3. For the purpose of calculating a unit member's overtime hourly rate of pay only, his Total Salary (See Article VIII, Section A, paragraph 4) shall be divided by the 1950 hours (52 weeks times 37.5 hours).

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

5. For those unit member called to duty on their time off for full dress inspection, two (2) hours compensatory time shall be granted. Those officers held over for such full-dress inspection shall receive equal time off for time held over. Should the inspection exceed two hours, unit members shall be compensated in accordance with Section #, 1, below.

6. Effective January 1, 2024, unit members shall be entitled sell back up to eighty (80) hours of Compensatory time each year. Up to 40 hours to be paid in the first check (1st check) in June of each year and up to 40 hours to be paid in the second check (2nd check) of December of the same year. The June sell back request to sell hours must be submitted to the Chiefs Office by April 1st and the December request to sell hours must be submitted by October 1st.

a. Effective January 1, 2024, in lieu of time coming for mandatory annual training, Employees in service years ten (10) through fourteen (14) shall be entitled to sell back an additional 40 hours of compensation time up to a maximum of 120 hours per year. For the additional sell back time, up to 20 hours to be paid in the first check (1st check) in June of each year and up to 20 hours to be paid in the second check (2nd check) of December of the same year.

7. Effective December 31, 2019, unit members Compensatory Time shall be capped at the following amount of hours:

- a. Up to twenty (20) years of service with the City – Four hundred and eighty (480) hours.
- b. From twenty (20) to twenty-three (23) years of service with the City – Three hundred (300) hours.
- c. Twenty-four (24) years of service or more with the City – Two hundred (200) hours.

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

1. Off duty unit members attending in-service training conducted within the City Police Department shall receive compensatory time at the rate of one and one-half (1 ½) times the officer's hourly rate of pay for each hour of training. Such training shall include: C.P.R., First Aid, Firearms, etc.

2. Off duty unit members attending in-service training at facilities other than the City Police Department and on any given day, which shall last for any time less than five (5) hours, shall receive compensatory time off equivalent to five and one-half (5 ½) or four and three quarter (4 ¾) hours, depending on the unit member's regular work schedule. For said training which lasts in time for more than five (5) hours, the unit member shall receive compensatory

time off equivalent to ten and three-quarters (10 $\frac{3}{4}$) or nine and one-half (9 $\frac{1}{2}$) hours, depending on the unit member's regular work schedule. This formula shall be utilized for each and every day during which a unit member is attending such training.

3. For in-service purposes only, except as stated above, compensatory time accumulated by all unit members as compensation for time spent in training may be used within a reasonable period of time. It may be carried from one year to the next, provided it does not exceed a maximum of one hundred (100) hours. Concerning compensatory time carried over into the following year, the unit member must show good faith effort in attempting to take the compensatory time by the end of the first three (3) months of that following year. If the unit member fails to do so, the compensatory time in excess of one hundred (100) hours carried over from the previous year may be forfeited. If, however, the unit member was not afforded the opportunity to take the time, then it shall continue to be carried.

4. In the event of termination of employment for any reason, payment for unused compensatory time remaining on the books shall be paid to the respective unit member at his or her hourly rate at the time of termination.

5. No unit member, regardless of tour of duty, shall be required to change a tire on his/her police vehicle.

ARTICLE V

VACATIONS AND HOLIDAYS

A. Vacations

1. Earned vacations are to be granted to all unit members assigned to a 4/3 schedule

(excluding unit members on temporary assignment) in accordance with the following:

<u>Years of Service</u>	<u>Amount of Vacation Time (In Working Days)</u>
1 st through 4 th year	12 working days per year
5 th through 10 th year	17 working days per year
11 th through 20 th year	20 working days per year
21 st through 25 th year	27 working days per year
26 th year and over	32 working days per year

2. Earned vacations are granted to all unit members assigned to a 4/4 schedule, in accordance with the following:

<u>Years of Service</u>	<u>Amount of Vacation Time (In Working Days)</u>
1 st through 4 th year	9 working days per year
5 th through 10 th year	14 working days per year
11 th through 20 th year	17 working days per year
21 st through 25 th year	24 working days per year
26 th year and over	29 working days per year

3. Scheduling Vacations – All vacations shall be taken during the current year and vacation time shall not be accumulated, except when it cannot be used due to an emergency. All carry over vacation time must be submitted to the City Council no later than a week prior to the November Council meeting. All carry over vacation days must be approved by the City Council. Seniority in rank shall govern vacation selection.

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

5. Earned vacations for less than one (1) year of service shall be granted during the first (1st) full calendar year of employment.

6. During the second (2nd) full calendar year of employment and every year of employment, thereafter, earned vacation shall be granted in accordance with the aforementioned schedule.

7. After the first (1st) full year of employment, the amount of vacation shall be determined by the anniversary date of employment. Such vacation shall be granted during January of the calendar year of said anniversary date.

8. If any unit member leaves the Department by choice or is terminated for reasons other than retirement or layoff, earned vacation reimbursement will be determined by the unit member's anniversary date of employment.

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

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

B. Holidays

1. Each unit member shall be granted ten (10) working days off annually with pay in lieu of time off on official Holidays. Each unit member, at his option, may work and receive straight time pay for Holidays days off with pay provided the Chief's office is notified no later than April 1 of the calendar year. Payment will be made in accordance with the formula contained in Article 8, Paragraph A (4).

2. A unit member can take two (2) annual holidays in segments of one (1) hour or more upon approval of the shift supervisor. A unit member can carry over one (1) holiday to January 31st of the following year and it must be used by that date. When used, the day off must

be requested a minimum of five (5) days in advance and subject to the Chief's final approval. Approval shall not be unreasonably withheld. Such holiday shall be paid at the rate at which it was accumulated.

3. All new unit members 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 (4) four month period to be worked in any calendar year.

4. Effective January 1, 2022, the holiday compliment shall be increased by one (1) day, which will not be considered for holiday sell back.

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

6. Calendar Year 1996 and thereafter: The six (6) additional holidays noted in Section B.4, will be included in annual salary in accordance with Article VIII.

7. Only unit members assigned to the 4/4 schedule will be paid on the basis of a ten and three-quarter ($10\frac{3}{4}$) hour day for each holiday paid in lieu of time off. All other unit members will be paid on the basis of a nine and one-half ($9\frac{1}{2}$) hour day for said holidays paid in lieu of time off.

8. Qualifications for payment of each holiday in lieu of days off will be active employment for a minimum of six (6) weeks in each eight (8) calendar week period of the first forty-eight (48) calendar weeks of the year.

C. **Personal Days Off**

1. Effective January 1, 2024, all unit members will receive three (3) personal days off annually.

2. Personal days must be used during each calendar year shall not be carried over, and if not used shall be forfeited.

3. Upon retirement, death, or layoff, personal days will be reimbursed, on each, for active employment for a minimum of thirty (30) calendar days in each period between January 1 and June 30 and between July 1 and December 31 of the calendar year.

D. **Police Officer Day**

Each employee shall receive three (3) Police Officer Day, manpower permitting.

ARTICLE VI

SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

A. **Sick Leave**

Paid Sick Leave - Paid sick leave shall defined and used shall be consistent with the New Jersey Earned Sick Leave Law, N.J.S.A 34: 11D-3(a) and regulations, N.J.A.C. 12:69-3.5(a).

1. Sick leave shall accumulate on the basis of fifteen (15) days per year. Unused sick leave shall accumulate from year-to-year. As used in this subsection, sick leave shall mean paid leave that will be granted to a unit member 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 unit member's doctor or Department physician shall be required as sufficient proof of the need for sick leave after two (2) consecutive working days. During sick leave periods of thirty (30) consecutive days or more, an additional doctor's certificate shall be furnished within three (3) days after the initial thirty (30) days period and every thirty (30) days thereafter. Such physician's note shall indicate that the employee is unable to perform the essential functions of the employee's duties and an anticipated return to duty date.

In addition to the foregoing, the City may require proof of illness of a unit member on sick leave, whenever such requirement appears warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

3. In the first (1st) year of employment, a unit member shall be entitled to one (1) working day sick leave for each month of employment. Sick leave shall accumulate on the basis of one and one-quarter (1 ¼) days per month or fifteen (15) days per year. Sick leave may be accumulated from year to year.

4. Accumulated sick leave may be used by a unit member for illness, quarantine, restriction, pregnancy or disabling injury affecting a member of his immediate family, in accordance with the Civil Service Commission Rules and Regulations, N.J.A.C. 4A:6-1.3(a) through (h). For the purpose of this paragraph immediate family means spouse, child, parent, civil union partner/domestic partner or unmarried brother or sister.

5. In any case where a unit member 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.A. 40A:14-16, grant additional sick leave of up to one (1) calendar year. The Chief of Police shall forward the physician's request for extended sick leave to the City Council within thirty (30) days after receipt thereof. Such determination shall be based on a medical report. Request for additional sick leave under N.J.S.A. 40A:14-16, shall be made at ninety (90) day intervals during the first (1st) calendar year leave when applicable. In considering requests for extended sick leave under this subsection, the City agrees that it shall not act in arbitrary, capricious, or unreasonable manner.

6. A unit member 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 unit member 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 unit member only after all accrued sick and other leave have been exhausted. Under said program, it is mandatory for all unit members to participate in the payment of premiums in accordance with the regulations adopted by the New Jersey State Division of Unemployment and Disability.

8. Each officer shall be allowed one (1) wellness day per year to be used for the initial wellness physical (“wellness day”) and a sick day may be used for the follow up visit provided that doctor notes are submitted to the Chief confirming attendance at the wellness physical and follow up visit. The use of a sick day as a wellness day “follow up” visit will not be used for discipline purposes or be counted as a sick day used for attendance incentive.

9. Unit members may utilize sick days in one half (1/2) day increments.

B. **Sick Leave Buy Back**

1. Any unit member employed prior to January 1, 2014 with ninety (90) days of accumulated sick leave or more has the option of selling back sick time to the City on an annual

basis, as follows:

NUMBER OF SICK DAYS USED	SICK DAYS ELIGIBLE FOR SELL BACK
0	10
1	9
2	8
3	7
4	6
5	5
6	4
7	3
8	2
9	1
10 or more	0

B.1.A A unit member exercising this option shall inform the office of the Treasurer no later than October 15th of each calendar year.

B.1.B. All sick days sold will be in eight (8) working hour increments.

2. Attendance Bonus

A. The following attendance bonus shall be implemented for employees hire on or after January 1, 2014:

0 sick days used in the calendar year – 8 days’ pay or compensation time

1 sick day used in the calendar year – 4 days’ pay or compensation time

2 sick days used in the calendar year – 2 days’ pay or compensation time

Sick time used contemporaneously with FMLA and/or NJFLA shall not be counted as “use of a sick day” for this benefit.

C. **Leave Of Absence As Result Of Injury In Line Of Duty**

1. When a unit member is injured in the line of duty, the City Council shall, pursuant to N.J.S.A. 40A:14-16, pass a resolution giving the unit member up to one year's leave of absence with pay, upon sufficient medical evidence or proof of the inability of the unit member to work. Said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the unit member 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 unit member and the City, setting forth that the unit member shall reimburse the City for monies he may receive for Worker's Compensation, for temporary benefits. Reimbursement to the City is limited to monies paid by the City to the unit member in salary in the course of the employment.

D. **Sick Leave Donor System**

1. Each unit member may, at his option, participate in a "sick leave donor system" which shall enable participating police officers who have exhausted all accrued sick and other leave to continue receiving sick leave donated by fellow police officers. The following conditions shall apply to the sick leave donor system:

a. The sick leave donor system is to be utilized in the Police Department only. The donor system is set forth in the City's policy manual.

b. All donations of sick leave will be on a voluntary basis;

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

d. The City shall maintain a list of all officers of the City Police Department who wish to donate any sick days;

e. The list used for the donation of sick time will be by seniority, starting by rank seniority for all superiors then seniority by length of service for all patrol officers, etc.;

f. No more than a total of five (5) sick days may be donated by any one (1) unit member to any other unit member(s) during a calendar year;

g. The only time a donation of sick time may be asked for by a is when he has exhausted all his accumulated sick leave, vacation, holidays, personal days, compensatory time off and all other time off entitlements;

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

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

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

E. **Leave Because of Death in Immediate Family**

1. Leave with pay shall be granted to a unit member for a death in his immediate family. The leave shall terminate the day following the funeral. Leave with pay shall be consecutive workdays only. However, if a unit member is taking or has scheduled to take vacation leave and a death in his/her family occurs, either as outlined herein or in subsection 2, hereinafter, that vacation time shall be converted to bereavement leave and the unit member shall

be credited with that same amount of vacation time for use at a later date. The term immediate family, for the purpose of this subsection, shall include: The unit member's spouse, civil union partner/domestic partner, child, parent, stepchild, 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 a unit member for the funeral of his brother-in-law, sister-in-law, aunt, uncle, niece, and nephew of both the unit member and spouse, provided the unit member attends the funeral.

3. Effective January 1, 2022, bereavement leave for paternal/maternal grandparent shall be five (5) days. It is understood that the leave shall encompass from the day of death through the day of the funeral.

F. **Military Leave**

1. Any unit member who is a member of the National Guard, Naval Militia, Air National Guard, or reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation up to a maximum of thirty (30) workdays per year.

2. When a unit member who is 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 unit member shall be reinstated without loss of privileges or seniority provided he reports to duty with the City within sixty (60) days following his honorable discharge or separation from the Military Service and provided he has notified the City of his intent to report for duty within thirty (30) days prior to his discharge from Military Service.

G. **Outside Employment**

A unit member may engage in any lawful outside employment or outside business activity while off-duty provided the Chief has been notified in advance concerning the name of the employer and the nature of such employment. However, unit members will consider their position with the City as their primary employment. Any outside employment or business activity must not interfere with the unit member's efficiency in his position with the City, nor constitute any conflict of interest. Other employment or business activity must not involve work contracts or bids submitted for the City, agencies, or autonomous bodies of the City. The City will notify the unit member in writing if his/her outside employment or business activity is interfering with the efficiency in his position and/or constitutes a conflict of interest.

H. **Leave of Absence**

The Mayor upon recommendation of the Chief, on request of a unit member, upon seven (7) days' notice, may grant up to one (1) year's leave of absence without pay to said officer, when confirmed by City Council. Said leave may only be granted upon receipt of a written request signed by the unit member. If a unit member overstays such leave without valid reason, his employment with the City shall be deemed to be terminated. During a requested leave of absence, a unit member's seniority shall cease to accrue, and all other benefits, considerations and entitlements of any kind shall be suspended. The City shall notify the unit member within thirty (30) days which benefits shall cease and when such benefits shall cease. Nothing contained in this paragraph shall supersede any Civil Service rulings.

I. **Payment on Death, Retirement, or Lay-Off**

1. In the event of the death, retirement, or layoff of a unit member, payment of salary shall be made up to and including the date of death, retirement, or layoff, together with

any vacation, holidays, and accumulated sick leave (only in the case of death or retirement and not for layoff) to which the unit member may be entitled for services heretofore rendered to the City. However, payment for accumulated sick leave shall be limited to one (1) day's base pay at the rate which is in effect on the date of death, retirement, or termination, for each three (3) days accumulated sick leave for the first two hundred and one (201) days of earned sick leave and similarly one (1) day's base pay for each two (2) days off accumulated sick leave over and above two hundred and one (201) days, to a maximum total reimbursement of nineteen thousand dollars (\$19,000). For purposes of this payment only, a day's base pay shall be calculated on the basis of ten and three-quarter ($10\frac{3}{4}$) hours. In the event of death, a unit member's beneficiary or estate will receive payment for all accumulated time earned by the unit member up to the date of death.

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

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

J. **Association Business Leave**

1. Members of the PBA Good and Welfare Committee are designated as the PBA Negotiating Committee. These members, seven (7) in number, shall be granted leave from duty with full pay for all meetings between the City and the PBA 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. As in the past, the PBA President or his designee and State Delegate shall be granted time off without loss of regular pay or time due to attend regularly scheduled State and/or Local PBA meetings, annual PBA conventions, hearings involving PBA unit members, and one (1) annual labor-relations related seminars when they are conducted at a time when the State Delegate and President or his designee are scheduled to work. The President shall, without loss of pay, be granted time off during working hours to attend any scheduled hearing or a grievance meeting or any emergent personnel or Departmental problem where his attendance has been requested by either the Police Chief or a unit member. The aforementioned time off for scheduled meetings or hearings shall only be granted upon written notice to the Chief or a supervisor.

3. The PBA Grievance Committee, seven (7) in number, only three (3) of which may be on duty, shall be granted leave with full pay for all meetings between the City and the PBA 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 PBA shall be granted leave from duty with full pay for all County, State and Local meetings and all membership meetings of the PBA when such meetings take place at a time when the State Delegate is scheduled to be on duty. The State Delegate shall be granted a day off, without loss of pay for the regular monthly State PBA meeting.

5. The President, State Delegate and two (2) alternate delegates elected to represent the PBA at their annual conventions shall be granted leave from duty with full pay to attend said conventions.

6. In addition to the sections herein above, the PBA President, the State Delegate or Executive Officer Designate shall be granted leave from duty with full pay to perform the duties of his/her respective office, after proper notification to the Shift Commander. This leave time shall not exceed four (4) hours monthly.

7. Additionally, upon notice and approval of the Chief of Police or his designee, members of the PBA Good and Welfare Committee, not to exceed four (4) members, will be granted leave from duty for public relations type events, including but not limited to, Toys for Tots, Annual Winter Coat Drive, Special Olympics Events, American Cancer Society Events, Relay for Life, and the LPD Annual Charitable Golf Outing.

K. Mandatory Court Appearance.

Effective January 1, 2016, any unit member mandated by the City to attend a required Court appearance related the performance of his or her duties, and such appearance falls during the unit member's regular time off, either on a scheduled workday, or on a morning immediately following his or her last tour of duty, shall receive six (6) hours off without loss of pay, between the tour or duty and the scheduled appearance.

ARTICLE VII

OTHER BENEFITS

A. Uniform and Clothing Maintenance

1. Each new member of the Department shall, on the date of his hire, be outfitted with a complete winter and summer uniform. Such uniform shall consist of three shirts and three trousers for each season (winter and summer), a Department approved name tags, dress blouse, Class A hat, patches, winter jacket, raincoat, reversible rain cap cover, holster, handgun mounted light, belt keepers, leather gear

including handcuff and pepper spray pouches, a leather cross strap, and Sam Browne belt. The cost of such issue shall not exceed one thousand eight hundred fifty (\$1,850) dollars during the initial twenty-four (24) months of employment. If a unit member resigns or is terminated from the Department within eighteen (18) months of hire, the entire uniform issue shall be returned or paid to the City. Each new member of the Department shall also be issued, upon date of hire, all necessary standard police equipment inclusive of a service handgun, badge, night stick and handcuffs

2. All unit members are responsible for returning all departmental clothing and equipment upon separation from the City Police Department. If this equipment is not turned in, the City shall deduct the value of same from the unit member's last paycheck.

3. If, in the performance of his duty, a unit member's uniform of the day (regardless of assignment) or equipment is damaged, and if not due to negligence on the part of the unit member, personal effects (i.e., eyeglasses, watches, etc.) are damaged or broken, the City shall replace same upon the discretion of the Chief, not to exceed two hundred fifty (\$250.00) dollars per incident.

4. A Uniform Committee shall be established to review the uniform of the day and to determine if any changes shall be made to same. The Committee shall consist of no more than three (3) members representing Police Administration and/or the City and three (3) chosen by the rank-and-file PBA. Said Committee shall agree prior to any changes in the uniform being made.

5. Should the Uniform Committee decide upon a uniform change, the

PBA and all unit members shall be notified of the change(s) by December prior to the year during which the change shall take place. Further, the effective date said change shall take place no sooner than sixty (60) days following the receipt of the annual clothing allowance.

B. Insurance Benefits

1. All unit members and their eligible dependents shall be entitled to full medical coverage under any of the plans and terms offered by the current healthcare provider, at the employee's option, the premiums of which are paid by the City.

2. Upon retirement, from the City with a minimum of twenty-five (25) years of service in a New Jersey State Retirement System, employees enrolled in a New Jersey State Retirement System as of December 31, 2013, shall be entitled to an individual Employee Contract stating that they will receive medical and prescription benefits upon retirement with the sole cost of same to be borne by the City. Upon a service retirement from the City with twenty-five (25) years of service in a New Jersey Retirement System, employees enrolled on or after January 1, 2014, but prior to January 3, 2024, shall be entitled to an Individual Employee Contract stating that they will receive medical and prescription benefits upon retirement at the statutory minimum of 1.5% with the remaining expense to be provided by the City. Employees hired on or after January 4, 2024 shall contribute towards their medical and prescription benefits the same as the active employees and shall receive the same medical and prescription benefits offered to active employees. Any other category of retirement from the City shall follow the requirements and receive the medical and

prescription benefits as determined under the New Jersey Division of Pensions and Benefits Tier System.

3. The City shall provide all unit members and their eligible dependents with a dental care plan, vision care plan and prescription drug plans. The entire cost of the premiums for these plans shall be paid by the City.

Prescription co-pays shall be:

Retail:

Generic	\$7.00
Formulary	\$20.00
Non-Formulary	\$40.00

Home Delivery (90 Day Supply):

Generic	\$14.00
Formulary	\$40.00
Non-Formulary	\$80.00

4. The City shall provide each unit member with an individual life insurance policy payable upon death in a face amount of not less than fifteen thousand (\$15,000) dollars and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

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

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

C. **College Incentive Plan**

1. A unit member attending school to obtain an Associate, Bachelor or Master's Degrees, as listed in Section 3, below, shall, in addition to his regular annual salary, receive eleven dollars (\$11) per credit earned, up to a maximum of one hundred thirty-two (132) credits and upon satisfactory completion of each course with a maximum passing grade of "C" or its equivalent, each unit member shall be reimbursed for all book and tuition costs.

2. This additional compensation shall be effective January 1 and July 1 of the current year, whichever date is closest to having earned such credit.

3. Effective July 1, 1995 unit members will receive no additional payment for credits earned on or after that date until they have earned an Associate, Bachelor or Masters Degrees. The unit member will, however, continue to receive payment for those credits earned before July 1, 1995. Retroactive to January 1, 2024, upon achieving a degree as noted below, the unit member will receive total compensation under this program as follows:

a.	Associate Degree:	\$2,000.00
b.	Bachelors' Degree:	\$3,000.00
c.	Masters, JD, or MD	\$5,000.00

4. Compensation for the Degrees noted above shall be effective on January 1 and July 1 of the current year, whichever date is closest to having earned such Degree.

D. Weapon Maintenance

In 2018, all officers shall receive a one-time off-duty weapon maintenance allowance one thousand two hundred fifty (\$1,250.00) dollars. The allowance shall be paid by separate check on the November 19, 2018 pay day.

Effective December 1, 2019, members who were actively employed by the City shall receive a onetime stipend in the amount of seven hundred and fifty (\$750.00) dollars for weapon maintenance which was incurred in calendar year 2019.

ARTICLE VIII

COMPENSATION

A. Salary

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

2. Pursuant to Article V(B) all officers receive ten (10) paid holidays. All officers may sell back up to seven (7) days of paid holidays per calendar year. Effective January 1, 2024, officers at top pay shall have three (3) of their ten (10) paid holidays added to base pay. All holidays shall be added after any applicable base pay percentage increases. However, the value of the additional three (3) holidays added to base shall not be compounded by salary increases received after January 1, 2024. Holiday pay shall be included in base pay for all purposes and paid in equal installments with the City's regular payroll cycles.

The Daily Rate of Pay is determined by dividing a unit member's established annual salary by 1950 hours, (37 ½ hour/week times 52 weeks per year) multiplied by nine and one-half (9 ½) or ten and three three-quarters (10 ¾) hours based on his/her current work schedule.

3. Total Salary is defined to consist of Annual Salary as noted above, plus college incentive plan, detective/investigator status pay, training manager pay, special investigate

assignment pay, training officer pay, and the senior officer differential. Longevity is hereby deleted from this Agreement.

4. Holiday Pay is determined as follows: Total Salary divided by 1950 hours multiplied by either 9.5 or 10.75 hours (as appropriate) = Holiday Pay.

5. Annual Salary is set forth in the attached Appendix A:

6. Senior Officer Differential

Effective January 1, 2024, unit member shall receive a Senior Officer differential as follows:

Beginning of 10 th year of service	\$2,000.00
Beginning of 15 th year of service	\$3,750.00
Beginning of 20 th year of service	\$6,750.00

Said pay shall be non-cumulative and paid in equal biweekly installments.

B. Detective, Field Training Manager, 4/3 Personnel, Traffic Investigators and Special Investigate Assignment (Including PAL Assignment)

1. Effective per the dates below, members assigned a Detective, Field Training Manager, 4/3 Personnel, Traffic Investigators and Special Investigate Assignment (including PAL Assignment); in addition, members assigned to a Crime Suppression Unit (or similarly named pro-active policing unit (not to exceed six (6) unit members) shall receive an increase in their annual base of pay in the amount as follows:

Effective January 1, 2024	\$7,000.00
Effective January 1, 2026	\$7,500.00
Effective January 1, 2028	\$8,000.00

C. **Training Officers**

Only unit members assigned to the Uniformed Services Division's Patrol Unit are eligible for assignment as Training Officers. To qualify for said assignment, unit member must have completed three (3) years of service with the City Police Department. Not less than four (4) unit members shall be assigned to this position by the Chief or his designee.

Effective per the dates below, unit members assigned as Field Training Officers shall receive an increase in their annual base pay base of pay in the amount as follows:

Effective January 1, 2024	\$4,500.00
Effective January 1, 2026	\$5,000.00
Effective January 1, 2028	\$5,500.00

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

D. **Drug Recognition Expert D.R.E. Compensation**

Effective and retroactive to January 1, 2016 any unit member certified as a Drug Recognition Expert shall receive additional base pay compensation of one thousand (\$1,000.00) dollars. This base pay increase is paid in equal installments in the City's regular payroll cycles. Unit member must maintain said certification to receive such compensation. The City shall allow all unit members certified as DREs to attend mandatory continuing education training and re-certification training to maintain the certification. At the City's sole discretion to assign more personnel, the City shall allocate necessary funds for a minimum of four (4) Drug Recognition Experts at any one time.

E. **On-Call Rotation Compensation**

Effective January 1, 2016, unit members assigned to the rank of Detective/Investigator in the Criminal Investigative Division's General Assignment Bureau, Narcotics Bureau and Juvenile Bureau, as well as unit members assigned as a Traffic Investigator in the Uniform Services Division's Traffic Bureau, who participate in the On-Call rotation, shall receive On-Call Compensatory Time in the amount of two (2) hours per day for every Friday, Saturday and Sunday, which the unit member is on-call. This On-Call Compensatory Time shall be stored separately and independently from compensatory time accrued through training/overtime compensation. On-Call Compensatory Time accrued may not exceed one hundred (100) accumulated hours. Such compensation is independent of overtime compensation received by a unit member as a result of being called in.

Effective January 1, 2019, unit members assigned to a 4/3 work schedule who participates in On-Call Rotation, shall receive On-Call Compensatory Time in the amount of one (1) hour per day for every Friday, Saturday, and Sunday, when the unit member is On-Call. This On-Call Compensatory Time shall be stored separately and independently from compensatory time accrued through training/overtime compensation. Additionally, no unit member may earn more than one hundred (100) hours annually and no unit member can have more than one hundred (100) hours in their bank at any given time.

Any unit member who terminates his/her employment with the department, retires, or is terminated may not seek reimbursement for any unused On-Call Compensatory Time remaining in his/her On-Call Compensatory time bank.

F. **Worker's Compensation**

All unit members will be covered by Worker's Compensation.

ARTICLE IX
MISCELLANEOUS

A. **Definitions**

1. **Full-time sworn employees**: Full-time sworn employees are all regular full-time police officers, investigative detectives and plain clothes officers employed by the City, in the Police Department, who shall be subject to twenty-four (24) hour call, which includes Sundays and holidays.

2. **Increments**: All salary 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.

3. **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 employee's 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.

4. **Department 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 of five (5) consecutive working days without leave or notice.

5. Unit Seniority: Unit Seniority is defined as the accumulated length of continuous service in a unit/bureau under single rank classification i.e., Detective, Traffic Investigator, Police Officer.

6. Division Seniority: Division Seniority is defined as the accumulated length of continuous service in a particular division of the Police Department, i.e., Uniformed Services Division, Criminal Investigations Division, Professional Standards Division, Support Services Division and Administrative Division.

7. With the exception of the Uniformed Services Division, Division Seniority shall prevail in the selection of vacations and days off. In the Uniformed Services Division, Unit Seniority shall prevail in the selection of vacations, work shifts and days off.

8. Scheduled Holidays: When a unit member has been officially granted a day off and it is noted on the on the roster.

9. Compensatory Time: An appropriate amount of time-off for time worked or earned.

B. Other Terms and Conditions

1. Unit members may elect to receive their paycheck via direct deposit.

2. Each unit member 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. Further, an individual unit member shall have the right to submit a written rebuttal to any derogatory material to be placed within said personnel file within ten (10) calendar days after such material has been placed in the unit member's personnel file. The rebuttal shall be attached to and be considered as a part of the initial derogatory document.

3. The individual unit member will be notified by the City if material derogatory to such individual unit member is placed in his personnel file.

4. A unit member will be permitted to volunteer his earned holidays off with pay, accumulated compensatory time or vacation days to another unit member at the same or lesser grade classification in the same division of the Department.

5. Whenever a unit member is called before any superior officer or representative of the City for questioning or interrogation and may reasonably believe that disciplinary action may be taken against said unit member as a result of said questioning or interrogation, then the unit member shall be entitled to request and have present a PBA representative during any and all questioning or interrogation.

6. If a unit member is criminally charged for actions arising out of his/her duties and said charges are dismissed or the unit member is found not guilty, the City shall reimburse the unit member for the cost of expunging the record of such charges; however, the City shall not be responsible for any attorney's fees incurred in obtaining the expungement.

7. Whenever any civil action has been or shall be brought against any Unit member for any act or omission arising out of or in the course of or within the scope of the performance of his duties, the City shall defend such employee and shall defray all costs of defending such action, including the payment of reasonable counsel fees and expenses, judgments, and costs of appeal, if any. Should any criminal or disciplinary action be instituted against a unit member entitled to defense in civil actions according to the foregoing for any such act or omission arising out of his employment as a police officer, the City shall reimburse him for the cost of defending such proceedings, except that punitive damages assessed against the unit member shall be specifically excluded. Such reimbursement shall include reasonable

counsel fees and costs together with the cost of appeals, if any. The City Attorney shall provide legal services for such unit member, or the governing body shall engage special counsel at reasonable fees to handle the defense of such employee. If the unit member does not accept the services offered by the City, he shall be responsible for his own fees and expenses. Funds shall be allocated in the annual budget for any prospective legal fees for such action.

ARTICLE X

MANAGEMENT RIGHTS CLAUSE

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
2. To use improved methods and equipment, to decide the number of unit members needed for any particular time and to be in sole charge of the quality of the work required.
3. To hire all unit members, to promote, transfer, assign or retain unit members in positions within the City.
4. To reprimand, suspend, discharge, or take any other appropriate disciplinary action against any unit member for just cause.
5. To lay off unit members in the event of lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitutions and laws of New Jersey and of the United States and ordinances of the City.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties, or responsibilities under R.S. 40, 40A and 11 or any other national, state, county or local laws or ordinances.

C. All City practices that are in conflict with this Agreement shall be null and void and shall not survive this Agreement.

ARTICLE XI

GRIEVANCE PROCEDURE AND ARBITRATION

A. If any difference or dispute should arise between the City and the PBA, or its unit 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 dispute immediately and in the following manner, provided the grievance is filed in writing within thirty (30) calendar days of its occurrence.

Step 1

A meeting shall be held immediately between the aggrieved employee and/or a PBA representative and the supervisor in charge. The supervisor shall render a written decision in the matter and provide it to the affected unit member and PBA President within five (5) working days (defined as Monday through Friday, not including City Holidays) of the meeting.

Step 2

If no satisfactory agreement is reached at Step 1, a written grievance shall be provided to the City's Personnel Division within twenty (20) days of the receipt of the Step 1 decision by the PBA President. Further, a meeting shall be held within twenty (20) working days of receipt of the Step 1 decision by the PBA President between the aggrieved employee, a PBA representative, and the Chief of Police. The Chief shall render a written decision in the matter and provide it to the affected employee and the PBA President within ten (10) working days of the meeting.

Step 3

If no satisfactory agreement is reached at Step 2, the PBA shall submit the grievance in writing to the Mayor within ten (10) days of the determination in Step 2. The Mayor shall render a written decision in the matter and provide it to the PBA President within twenty (20) working days after receipt of the grievance.

Step 4

If the grievance is not satisfactorily adjusted between the parties in Step 3, then such dispute, difference or grievance shall be submitted to arbitration within twenty (20) working days of the receipt by the PBA President of the Step 3 decision at the request of either the PBA or the City to the New Jersey Public Employment Relations Commission (PERC). The Arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation of this Agreement. The cost of the service of the arbitrator shall be borne equally by the parties. Any other expenses including the presentation of witnesses incurred in connection with the arbitration shall be paid by the party incurring same. Only the PBA or the City shall have the right to submit a matter to arbitration.

B. At the request of a police officer, a representative of the PBA shall be present when the reading of formal charges against an officer and that officer's pleading occurs and at all subsequent stages of the formal hearing procedure.

ARTICLE XII

EMPLOYEE DISCIPLINE

- A. No unit member shall be reprimanded, suspended, fined, or discharged without just cause.
- B. Grievances filed under this Article shall be arbitrable to the extent permitted by law.

ARTICLE XIII

NO WAIVER

Failure by either party to exercise any right pursuant to this Agreement shall not be deemed nor interpreted as a waiver of such rights.

ARTICLE XIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or application of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ATTACHMENT A

Effective and retroactive to 1/1/2024 the value of the hours listed in the guide below shall be incorporated into the base pay for all purposes and shall be paid in equal amounts over the 26 pay periods, as part of the City's regular payroll system. The value of the hours shall not be compounded by subsequent wage increase.

	10 Years of Service	15 Years of Service	20 Years of Service
1/1/2024		60	100
1/1/2025		60	100
1/1/2026		60	100
1/1/2027		60	100
1/1/2028		60	100

Unit members shall receive the compensatory time hours listed in the guide below on January 1st of every year for the following training required or recommended by the New Jersey Attorney General:

	10 Years of Service	15 Years of Service	20 Years of Service
1/1/2024	Start 2025	140	100
1/1/2025	200	140	100
1/1/2026	200	140	100
1/1/2027	200	140	100
1/1/2028	200	140	100

**** If additional training is required by any source, including but not limited to, the Attorney General, Union County Prosecutor, or the City/Department, unit members shall be compensated accordingly****

1. Firearms:
 - a. Two (2) eight-hour (8) qualifications per year (16 hours total).
 - b. Two (2) eight-hour (8) familiarizations per year (16 hours total).
2. Active Counter Measures and Defensive Tactics: One (1) eight-hour (8) training per year (8 hour- total)
3. Active Shooter Training: One (1) eight-hour (8) training per year (8-hour total)
4. Use of Force Training: Two (2) four-hour (4) training per year (8-hour total)
5. NJ Pursuit Training: Two (2) four-hour (4) training per year (8-hour total)

6. NJ Domestic Violence Training: One (1) four-hour (4) training per year (4-hour total)
7. Community Law Enforcement Affirmative Relations: One (1) five-hour (5) training per year (5-hour total)
8. ICAT/ABLE De-Escalation Training: One (1) two-hour (2) training per year (2-hour total)
9. Sexual Harassment and Haz-Com: One (1) four-hour (4) training per year (4-hour total)
10. Defensive Driving: One (1) 1-hour (1) training per year (1-hour total)
11. Bloodborne Pathogens Training, HazMat, Right to Know Training: One (1) four-hour (4) training per year (4-hour total)
12. CPR/First Aid Refresher: One (1) four-hour (4) training per year (4-hour total)
13. Case Law Updates: One (1) eight-hour (8) training per year (8-hour total)
14. Search and Seizure Updates: One (1) eight-hour (8) training per year (8-hour total)
15. Incident Command System (ICS)
 - a. ICS 100 - One (1) four-hour (4) training per year (4-hour total)
16. Various Yearly Trainings (24) twenty-four hours of training per year (24 total hours)
 - a. The exact content of these twenty-four 24 hours can vary depending on the needs of the jurisdiction, department policies, and specific areas of focus, such as:
 - b. Diversity and Inclusion: Courses aimed at improving community relations and understanding diverse populations.
 - c. Ethics and Professionalism: Reinforcement of ethical behavior and professional standards.
 - d. Patrol Tactics and Techniques: This training is often a mix of classroom instruction, practical exercises, and scenario-based training, providing officers with both the knowledge and hands-on experience needed to perform effectively in the field (i.e. MV Stop Training, building searches, communication). This training is essential for ensuring officer safety, enhancing public trust, and maintaining effective law enforcement operations.

Unit members shall not receive any additional payment for this specified training except for as provided in Article IV(E). If additional mandated training is required, unit members shall be compensated pursuant to Article IV (E)(2) and (3). (Compensation).

ATTACHMENT B

Linden PBA Local 42							
Appendix A							
STEP	2023	New Step	1/1/2024	1/1/2025	1/1/2026	1/1/2027	1/1/2028
			3.75%	3.75%	3.85%	4.00%	4.00%
1	115,490	1	\$ 119,821	\$ 124,314	\$ 129,100	\$ 134,264	\$ 139,635
			3.00%	3.00%	3.00%	3.00%	3.00%
2	105,967	2	\$ 109,146	\$ 112,420	\$ 115,793	\$ 119,267	\$ 122,845
3	100,602	3	\$ 103,620	\$ 106,729	\$ 109,931	\$ 113,228	\$ 116,625
4	95,352	4	\$ 98,213	\$ 101,159	\$ 104,194	\$ 107,320	\$ 110,539
5	90,165	5	\$ 92,870	\$ 95,656	\$ 98,526	\$ 101,482	\$ 104,526
6	84,946	6	\$ 87,494	\$ 90,119	\$ 92,823	\$ 95,607	\$ 98,476
7	79,728	7	\$ 82,120	\$ 84,583	\$ 87,121	\$ 89,735	\$ 92,427
8	74,509	8	\$ 76,744	\$ 79,047	\$ 81,418	\$ 83,861	\$ 86,376
9	69,290	9	\$ 71,369	\$ 73,510	\$ 75,715	\$ 77,987	\$ 80,326
10	64,071	10	\$ 65,993	\$ 67,973	\$ 70,012	\$ 72,112	\$ 74,276
11	58,853	11	\$ 60,619	\$ 62,437	\$ 64,310	\$ 66,240	\$ 68,227
12	53,634	12	\$ 55,243	\$ 56,900	\$ 58,607	\$ 60,366	\$ 62,177
ACADEMY GRAD	48,271	ACADEMY GRAD	\$ 49,719	\$ 51,211	\$ 52,747	\$ 54,329	\$ 55,959
PROBATIONARY	42,908	PROBATIONARY	\$ 44,195	\$ 45,521	\$ 46,887	\$ 48,293	\$ 49,742

ARTICLE XV

FULLY BARGAINING PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.

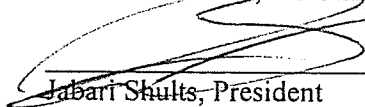
ARTICLE XVI

DURATION

This Agreement entered into this 1st day of January, 2024 shall be effective from January 1, 2024 through December 31, 2028. Any changes in salary or other economic benefits will apply only to those police officers in the employment of the City as of the date of signing of this Agreement or who retired from the employment of the City or who died during the time of this Agreement. Either party wishing to terminate, amend, or modify this Agreement after December 31, 2028, 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, 2028.

If notification pursuant to above has been given by either Party as required above and a new contract has not been entered into by January 1, 2029, it is agreed and understood that this Agreement shall remain in full force and effect until such new contract is ratified by both parties.

**POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL #42**


Jabari Shults, President

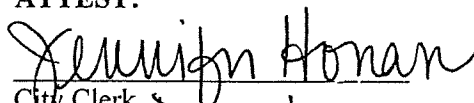
ATTEST:


Secretary

CITY OF LINDEN


Derek Armstead, Mayor

ATTEST:


City Clerk Deputy

ARTICLE I

PARTIES TO THE AGREEMENT

This Agreement is made effective the first day of January 2020 between the CITY OF LINDEN, New Jersey, (hereinafter referred to as the "City") and the LINDEN POLICE SUPERIOR OFFICERS' ASSOCIATION, INC. (hereinafter referred to as the "LPSOA") representing all full-time sworn police officers of the City from the rank of Sergeant through the rank of Captain represents the complete and final understanding of all bargainable issues between the City and the LPSOA.

ARTICLE II

RECOGNITION

The City hereby recognizes the LPSOA as the exclusive majority representative within the meaning of N.J.S.A. 34:13A-1, et seq., as amended for all permanent unit members employed by the City from the rank of Sergeant through the rank of Captain. 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.

ARTICLE III

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

- A. The City and the LPSOA on behalf of its members accept the responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes.
- B. The LPSOA agrees that neither the LPSOA nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow down, sick out, walkout or other job action, nor shall there be

any individual action the purpose of which is to induce employees to engage in such activities against the City in any form.

C. Nothing contained in this Agreement shall be construed to eliminate or restrict the City in its right to seek and obtain such judicial relief in law or in equity for injunctive relief or damages, or both, if there is a breach by the LPSOA or its members.

D. The City and the LPSOA may modify this Agreement during its term, provided any modifications are put in writing and are signed by both Parties.

ARTICLE IV

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. Provided that there is no significant interference with governmental policy decisions, the hours of employment for all unit members assigned to the Uniformed Services Division shall be as follows:

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

b. The hours of work for the members of the Uniformed Services Commanders Office and the Traffic Bureau shall be four (4) consecutive days on duty followed by three (3) consecutive days off duty (hereinafter referred to "4/3"). Unit members shall not be scheduled to work more than nine (9) hours twenty-three (23) minutes in any one day.

c. Subject to the prior approval of the Chief or his designee, each sergeant working in the Uniformed Services Division shall be assigned on the rank seniority preference to

one (1) of up to six (6) daily shifts of ten and three quarter (10 3/4) hours each. Sergeants shall be permitted to change their work times and days with the approval of their Shift Commander, on a case-by-case basis. Such approval shall not be unreasonably denied.

d. Subject to the approval of the Chief or his designee, each Lieutenant working in the Uniformed Services Division shall be assigned on rank seniority preference to one (1) of up to three (3) shifts of ten and three quarter (10 3/4) hours each. Lieutenants shall be permitted to change their work times and days with the approval of their Division Commander, on a case-by-case basis. Such approval shall not be unreasonably denied.

e. Upon completing a temporary assignment, each unit member shall return to his original shift schedule.

2. The hours of employment for all unit members of the Department other than those assigned to the Uniformed Services Division shall be Four (4) consecutive days on duty followed by three (3) consecutive days off duty. Unit members shall not be scheduled to work more than nine (9) hours and twenty-three (23) minutes in any one day.

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

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

5. Unit members shall be subject to twenty-four (24) hour call including Sundays and Holidays.

B. Overtime

1. Overtime at the rate of one and one half (1½) times a unit member's regular straight time hourly rate of pay shall be paid to unit members required to work more than his regularly scheduled tour of duty.

2. Overtime at the rate of one and one half (1½) times a unit member's regular straight time hourly rate of pay shall be paid to each when required to appear in any court or legal proceeding at the court's request. This applies provided such appearance relates to his duties and is outside of his scheduled hours of work.

3. When a unit member 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. If a unit member is required to work on any of his scheduled holidays, personal days, Superior Officer Days or is called back from vacation, he shall be entitled to the overtime for such time at his overtime rate plus the unit member shall have his day taken reinstated to his accrued time bank. If a unit member is recalled on such day and is required to work less than two (2) hours, he shall be paid a minimum of two (2) hours at his overtime rate in addition to his regular day's pay.

C. Call-In Pay

1. If a unit member is dismissed after completing his tour and then is recalled to duty at a time not contiguous to his regular tour of duty, he shall receive a minimum of two (2) hours

of work or pay at his prevailing overtime rate.

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

3. Unit members who are off-duty and who are required to attend superior or municipal court, or who are required to appear at any proceeding under a civil subpoena or legally binding notice to appear for matters arising out of their duties, shall receive a minimum of two (2) hours of pay at his overtime rate. For a subpoena or notice to appear for a non-court appearance, the unit member shall immediately notify the Chief of Police so that the City may attempt to have the appearance conducted on his regularly scheduled shift.

4. The City reserves the right to require a unit member to attend a fitness for duty examination at any time. A unit member who is off-duty and is required to attend such an examination shall be compensated at time and one-half (1 ½). A unit member who is on a sick day and is required to attend such an examination shall be compensated at straight time and shall be credited sick time in an amount equal to the time required for the examination.

5. Any unit member called into work during their time off for the purpose of being read or served disciplinary charges or for interrogation or investigation into a matter which deals with or could deal with disciplinary action, shall be paid Call-In Pay and overtime compensation in accordance with this Article. However, while every effort will be made to conduct the disciplinary hearing during a unit members' on-duty hours, the overtime and Call-In Pay benefits of this Article will not apply to a unit member whose disciplinary hearing is conducted during his off-duty hours.

D. Rules Governing Overtime

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

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

3. For the purpose of calculating a unit member's overtime hourly rate of pay, his total salary shall be divided by 1950 hours (52-weeks times 37.5).

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

5. For those unit members called to duty for full dress inspection on their time off, two (2) hours of compensatory time shall be granted. Unit members held over for these inspections shall receive time off equal to the duration of the inspection. Should the inspection exceed two hours, unit members shall be compensated in accordance with Article VIII D1.

E. Captains shall be eligible for overtime at their hourly rate of time and one-half when called in for a State of Emergency when declared by the Governor, the County Manager, the Mayor or at the sole discretion and designation of the Chief of Police.

ARTICLE V

VACATIONS AND HOLIDAYS

A. Vacations

1. Earned vacations are to be granted to all unit members assigned to the 4/3 schedule according to the following:

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

2. Earned vacations are granted to all unit members assigned to the 4/4 schedule according to the following:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF WORKING DAYS VACATION</u>
1 st through 5 th year	9 working days per year
6 th through 10 th year	10 working days per year
11 th through 15 th year	14 working days per year
16 th through 20 th year	17 working days per year
21 st through 25 th year	20 working days per year
26 th 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 when it cannot be use due to an emergency.

Seniority in rank shall govern vacation selection.

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

5. The amount of vacation shall be determined by the anniversary date of employment. Vacation shall be granted during the vacation year of the unit member's anniversary date.

6. If a unit member leaves the Department by choice or is terminated for reasons other than retirement or layoff, earned vacation reimbursement shall be determined by his anniversary date of employment.

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

B. Holidays

1. Each unit member shall be granted ten (10) working days off annually with pay in lieu of time off on official holidays. Each unit member, at his option, may work and receive straight time pay for seven (7) of the ten (10) days off with pay provided the Chief's office is notified no later than April 1 of the calendar year of a unit member'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 unit member wishing to receive straight time pay for all seven (7) of said ten (10) days off may do so only by notifying the Chief's office no later than April 1 of the calendar year. Payment will be made in accordance with the formula contained in Article VIII, Section A.5.

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

3. Pre-January 1, 1995:

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

calendar year.

4. Calendar Year 1996 and Thereafter:

The six (6) additional holidays noted in Section B.3 will be included in Annual Salary in accordance with Article VIII, Section A.2.

C. Personal Days Off

1. All unit members shall receive three (3) personal days off annually with pay. Each personal day off must be requested a minimum of five (5) days in advance and shall be granted subject to the Chief's final approval, which shall not be unreasonably withheld.

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

3. Upon retirement, death or layoff, personal days shall be reimbursed, one each, for active employment in the Uniformed Services Division for a minimum of thirty (30) calendar days in each period between January 1, and June 30 and between July 1 and December 31 of the calendar year.

D. Superior Officer's Day

1. Unit members shall be granted one (1) Superior Officer's Day off with pay annually. The day shall be paid at the unit member's regular daily rate of pay. Effective January 1, 2020, the Senior Officer Day compliment shall be increased by one (1) day which will not be considered for sell back, cannot be carried over, and cannot incur overtime.

2. A Superior Officer's Day must be taken during the calendar year in which it is provided.

E. Compensatory Time

1. Unit members shall be entitled to cash in up to forty (40) hours of compensatory time each year. Unit members shall notify the Chief's Office by April 1st of their intention to

cash in time and payment shall be issued in the second check in September.

2. Effective December 31, 2019, unit members Compensatory Time shall be capped at the following number of hours:

- a. Upon completion of twenty (20) years of service with the City- Four hundred and eighty (480) hours.
- b. From twenty (20) to completion of twenty-three (23) years of service with the City- Three hundred (300) hours.
- c. More than twenty (23) years of service with the City- Two hundred (200) hours.

ARTICLE VI

SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

A. Sick Leave

1. Unit members shall receive fifteen (15) sick days per year. Unused sick leave shall accumulate from year-to-year. Effective January 1, 2019 unit members may use sick days in one half (1/2) day increments.

2. A certificate from the employee's doctor or Department physician shall be required as sufficient proof of the need for sick leave after two (2) working days. During sick leave periods of thirty (30) consecutive days or more, an additional doctor's certificate shall be furnished within three (3) days after the initial thirty (30) day period and every thirty (30) days thereafter if so, requested by the Chief's office. Such certificates shall state the nature and prognosis of the illness or injury. In addition to the foregoing, the City may require proof of illness of an employee on sick leave, whenever such requirement appears warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

3. Accumulated sick leave may be used by an employee for illness, quarantine, restriction, pregnancy, or disabling injury affecting a member of his immediate family, provided a physician certifies the need of such employee's personal attendance upon the affected person. For this paragraph, immediate family means spouse, child, parent, or unmarried brother or sister.

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

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

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

6. Each unit member 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 unit member only after all accrued sick and other leave have been exhausted. Under said program, it is mandatory for all

unit members to participate in the payment of premiums in accordance with the regulations adopted by the New Jersey State Division of Unemployment and Disability.

7. Sick Leave Buy Back

a. Effective December 31, 2019, any unit member with ninety (90) days of accumulated sick leave or more has the option of selling back sick time to the City on an annual basis, as follows:

Number of Sick Days Utilized	Sick Days Eligible for Sell-Back
0	10
1	9
2	8
3	7
4	6
5	5
6	4
7	3
8	2
9	1
10 or more	0

- i. All sick days sold will be in eight (8) working hour increments.
- ii. A unit member exercising this option shall inform the office of the Treasurer no later than October 15 of each calendar year.
- iii. Sick leave shall be sold at the employee's prevailing salary at the time of the sell back.

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

1. When an employee is injured in the line of duty, the City Council shall, pursuant to N.J.S.A. 40A:14-16, pass a resolution giving the employee up to one year's leave of absence with pay, upon sufficient medical evidence or proof of the inability of the employee to work. Said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the

LPSOA 2020-2023 Contract

employee shall not be charged any sick leave for the 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 Worker's Compensation, for temporary benefits.

Reimbursement to the City is limited to monies paid by the City to the employee in salary in the course of the employment.

C. Sick Leave Donor System

1. Each unit member may, at his option, participate in a "sick leave donor system" which shall enable participating employees who have exhausted all accrued sick and other leave to continue receiving sick leave donated by fellow officers. The following conditions shall apply to the sick leave donor system:

- a. All donations of sick leave shall be on a voluntary basis.
- b. A committee consisting of five (5) individuals will be set up to administer the donation of sick leave. Said committee must include the Chief of Police, a person designated by the Chief and three (3) individuals designated by the President of the LPSOA.
- c. A list of all officers of the City Police Department who wish to donate any sick days shall be maintained by the City.
- d. The list used for the donation of sick time shall be by seniority.
- e. No more than a total of five (5) sick days may be donated by any one officer during a calendar year.
- f. The only time a donation of sick time may be asked for by a unit member is when he has exhausted all his accumulated sick leave, vacation, holidays, personal days, compensatory time off and all other time off he may be entitled to.

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

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

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

D. Leave Because of Death in Immediate Family

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

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

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

3. Effective January 1, 2022, bereavement leave for paternal/maternal grandparent shall be five (5) days. It is understood that the leave shall encompass from the day of death through the day of the funeral.

E. Military Leave

1. An employee who is a member of the National Guard, Naval Militia, Air National Guard, or reserve component of any of the Armed Forces of the United States and is required to

engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation up to a maximum of thirty (30) workdays per year.

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

F. Outside Employment

An employee may engage in any lawful outside employment or outside business activity while off-duty provided the Chief has been notified in advance concerning the name of the employer and the nature of such employment. However, employees will consider their position with the City as their primary employment. Any outside employment or business activity must not interfere with the employee's efficiency in his position with the City, nor constitute any conflict of interest. Other employment or business activity must not involve work contracts or bids submitted for the City, agencies, or autonomous bodies of the City. The City will notify the employee in writing in the event the employee's outside employment or business activity is interfering with the employee's efficiency in his position and/or constitutes a conflict of interest.

G. Leave of Absence

The Mayor upon recommendation of the Chief, on request of a unit member, upon seven (7) days' notice, may grant up to one year's leave of absence without pay to said unit member,

when confirmed by the City Council. Said leave may only be granted upon receipt of a written request signed by the unit member. If a unit member overstates such leave without valid reason, his employment with the City shall be deemed to be terminated. During a requested leave of absence an employee's seniority shall cease to accrue and all other benefits, considerations and entitlements of any kind shall be suspended. The City shall notify the employee within thirty (30) days which benefits shall cease and when such benefits shall cease. Nothing contained in this paragraph shall supersede any current Civil Service ruling.

H. Salary Payment Upon Death, Etc.

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

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

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

I. Association Business Leave

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

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

3. The LPSOA Grievance Committee, two (2) in number shall be granted leave with full pay for all meetings between the City and the LPSOA for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled

to be on duty.

4. A Uniform Committee shall be established to review the Uniform of the Day and to determine if any changes shall be made to same. The committee shall consist of no more than two (2) members representing Police Administration and two (2) chosen by the LPSOA Board. Said committee shall be in majority agreement prior to any changes in the uniform being made. Should the committee decide upon a uniform change, all unit members shall be notified of the change(s) no less than sixty (60) days prior to the beginning of the year that any changes are to take place.

5. The LPSOA President shall be granted leave from duty with full pay for all meetings of the State Association and the County Association meetings and all membership meetings of the Local LPSOA when such meetings take place at a time when he is scheduled to be on duty.

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

ARTICLE VII

OTHER BENEFITS

A. Clothing Allowance and Clothing Maintenance Allowance

1. All police officers promoted into the SOA unit on or after January 1, 2016 shall receive a one-time uniform/equipment allowance of One Thousand Dollars (\$1000.00) within one (1) week of promotion. The newly promoted officer shall use a City contracted vendor from whom the promoted officer can obtain necessary uniforms and/or equipment via a voucher.

2. If, in the performance of his duty, a unit member's uniform or equipment is damaged, or if not due to negligence on the part of the unit member, personal effects (i.e.,

eyeglasses, watches, etc.) are damaged or broken, the City shall replace same upon the discretion of the Chief, not to exceed two hundred fifty dollars (\$250.00) per incident.

B. Insurance Benefits

1. Employees and their eligible dependents shall be entitled to full coverage of Blue Cross/Blue Shield Medical Plan, and Major Medical, the premiums of which shall be paid for by the City. Additionally, upon retirement all employees and their eligible dependents shall be entitled to all health benefits as provided through N.J.S.A. 40A:10-23, as it exists and may be amended. Employees from the City with a minimum of twenty-five (25) years of service in a New Jersey State Retirement System, employees enrolled in a New Jersey State Retirement System as of December 31, 2013 shall be entitled to an Individual Employee Contract stating that they and their eligible dependents will receive medical and prescription benefits upon retirement with the sole cost of same to be borne by the City. Upon retirement from the City with twenty-five (25) years of service in a New Jersey State Retirement System, employees enrolled on or after January 1, 2014, shall contribute towards their medical and prescription benefits the same as the active employees and shall receive the same medical and prescription benefits offered to active employees and their eligible dependents. Unless otherwise negotiated by the parties, any other category of retirement from the City shall follow statutory, regulatory, and/or case law regarding retirement and disability requirements to receive medical and prescription benefits.

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

4. The City shall provide each employee with an individual life insurance policy

LPSOA 2020-2023 Contract

payable upon death in a face amount of not less than Fifteen Thousand Dollars (\$15,000.00) and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

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

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

7. Whenever any civil action has been or shall be brought against any employee covered under this Agreement for any act or omission arising out of or in the course of or within the scope of the performance of his duties, the City shall defend such employee and shall defray all costs of defending such action, including the payment of counsel fees and expenses, judgments, costs of appeal, if any, and shall save harmless and protect such employee from financial loss resulting there from. Should any criminal or disciplinary action be instituted against employees entitled to defense in civil actions according to the foregoing sentence for any such act or omission arising out of their employment as a police officer, the City shall reimburse the employee for the cost of defending such proceedings, except that punitive damages assessed against such employees shall be specifically excluded. Such reimbursement shall include counsel fees and expenses together with the cost of appeals, if any. The City Attorney shall provide legal services for such employee or the Governing Body shall engage special counsel at reasonable fees to handle the defense of such employee. If the employee does not desire the services offered by the City, the employee shall be responsible for their own fees and expenses. Funds shall be allocated in the annual budget for any prospective legal fees for such action.

C. College Incentive Plan

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

2. This additional compensation shall be effective January 1 and July 1 of the current year whichever date is closest to having earned such credit.

3. Effective July 1, 1995 unit members will receive no additional payments for credits earned on or after that date until they have earned an Associate Degree, Bachelors' Degree or Masters' Degree. The unit member will, however, continue to receive payment for those credits earned before July 1, 1995. Upon achieving a degree as noted below, the unit members will receive total compensation under this program as follows:

- | | | |
|----|--------------------|-----------|
| a. | Associate Degree: | \$ 950.00 |
| b. | Bachelors' Degree: | \$1900.00 |

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

- | | | |
|----|----------------------------------|-----------|
| c. | Masters' Degree, PhD, JD, or MD: | \$3800.00 |
|----|----------------------------------|-----------|

Effective and retroactive to January 1, 2015, the above degree compensation shall increase to:

- | | | |
|----|--------------------|-----------|
| a. | Associate Degree | \$1500.00 |
| b. | Bachelors' Degree | \$2500.00 |
| c. | Masters'/PhD/JD/MD | \$4500.00 |

4. Compensation for the Degrees noted above shall be effective on January 1 and

July 1 of the current year, whichever date is closest to having earned such Degree.

D. Physical Fitness Options

All unit members at the discretion of the Chief or his designee shall be entitled to engage in an hourly program of physical fitness while on duty in lieu of their meal break when sufficient manpower prevails. Unit members will be subject to immediate call. This break shall not be unreasonably withheld.

E. Command and Leadership Training

1. The City shall make a good faith effort to send, at its cost, at least one (1) unit member per calendar year to the FBI National Academy, West Point Command and Leadership Academy or equivalent.

2. The City shall send at its cost at least one (1) unit member per calendar year to the West Point Command and Leadership Academy.

ARTICLE VIII

COMPENSATION

A. Salary

1. The City shall pay each unit member at the end of each two-week period.

2. Annual Salary is defined to consist of base including six (6) paid holidays. Daily Rate of Pay is determined by dividing a unit member's established annual salary by 1950 hours, (37 ½ hour/week times 52 weeks per year) multiplied by nine and one-half (9 ½) or ten and three-quarters (10 ¾) hours based on his/her current work schedule .

3. Total Salary is defined to consist of Annual Salary, as noted above, plus longevity, college incentive plan, and senior officer differential.

4. Holiday Pay is determined as follows: Total Salary divided by 1950 hours

multiplied by either 9.5 or 10.75 hours (as appropriate) = Holiday Pay.

5. Senior Officer Differential

Effective January 1, 2019 Senior officer pay shall be as follows:

Beginning of 10 th year of service	\$1,250.00
Beginning of 15 th year of service	\$2,000.00
Beginning of 20 th year of service	\$3,000.00

Said pay shall be non-cumulative and paid in equal biweekly installments.

6. Annual Salaries

a. Effective and retroactive to January 1, 2020, unit members agree to the following Salary Guide.

		2020 4 / 4	2020 4 / 3	2021 4 / 4	2021 4 / 3	2022 4 / 4	2022 4 / 3	2023 4 / 4	2023 4 / 3
Sergeant	Upon Promotion	\$115,242.00	\$118,692.00	\$116,873.00	\$120,323.00	\$119,714.00	\$123,164.00	\$122,626.00	\$126,076.00
Sergeant	Step 1	\$118,281.00	\$121,731.00	\$120,029.00	\$123,479.00	\$122,949.00	\$126,399.00	\$125,941.00	\$129,391.00
Sergeant	Step 2	\$126,131.00	\$129,581.00	\$127,999.00	\$131,449.00	\$131,118.00	\$134,568.00	\$134,315.00	\$137,765.00
Lieutenant	Upon Promotion	\$131,753.00	\$135,203.00	\$133,706.00	\$137,156.00	\$136,968.00	\$140,418.00	\$140,311.00	\$143,761.00
Lieutenant	Step 1	\$134,344.00	\$137,794.00	\$136,337.00	\$139,787.00	\$139,664.00	\$143,114.00	\$143,074.00	\$146,524.00
Lieutenant	Step 2	\$139,873.00	\$143,323.00	\$141,950.00	\$145,400.00	\$145,418.00	\$148,868.00	\$148,972.00	\$152,422.00
Captain	Upon Promotion	\$159,297.00	\$159,297.00	\$161,718.00	\$161,718.00	\$169,490.00	\$169,490.00	\$173,727.00	\$173,727.00

***2021 movement to 2022 increases base by 2.5% then adds \$3729.00 for Captains**

b. Effective January 1, 2019, the pensionable base for Sergeants and Lieutenants assigned to a 4/4 Work Schedule in the Uniformed Services Patrol Division who do not receive mobile phone compensation was increased by three thousand two hundred and fifty (\$3,250.00) dollars to compensate them for their shift commander responsibilities. That amount is included as the base in the salary guide and is not subject to compounding.

c. Effective January 1, 2019, the pensionable base pay for Sergeants and Lieutenants assigned to a 4/3 Work Schedule and/or who are assigned as a Professional Standards Supervisor, Investigative Division Supervisor, Support Services Supervisor, Central Dispatch Supervisor, Traffic Bureau Supervisor, SWAT/CIPU Supervisor or Deputy Uniformed Services Division Commander who carries a City issued mobile phone was increased by six thousand seven hundred (\$6,700.00) dollars. That amount is included as the base in the salary guide and is not subject to compounding.

B. On Call Compensation

Effective and retroactive to December 31, 2019 any Sergeant or Lieutenant assigned a 4/3 Work Schedule who participates in On-Call Rotation, shall receive On-Call Compensatory Time in the amount of one (1) hour per day for every, Friday Saturday and Sunday, when the unit member is On-Call. This On-Call Compensatory Time shall be stored separately and independently from compensatory time accrued through training/overtime compensation. Additionally, no unit member may earn more than one hundred (100) hours annually and no unit member can have more than one hundred (100) hours in their bank at any given time. Any Unit member who terminates his/her employment with the Department, retires or is terminated may not seek reimbursement for any unused On-Call Compensatory Time remaining in his/her On-Call Compensatory Time Bank.

C. Workers Compensation

All unit members shall be covered by Worker's Compensation.

D. In-Service Training While Off Duty

1. Off duty Unit members attending in-service training conducted within the City Police Department shall receive compensatory time at the rate of one and one-half (1 ½) times

the unit member's hourly rate of pay for each hour of training. Such training shall include: C.P.R., First Aid, Firearms, etc.

2. Off duty unit members attending in-service training at facilities other than the City Police Department and on any given day, which shall last for any time less than five (5) hours, shall receive compensatory time off equivalent to five and one-half ($5 \frac{1}{2}$) or four and three quarter ($4 \frac{3}{4}$) hours, depending on the unit member's regular work schedule. For said training which lasts in time for more than five (5) hours, the unit member shall receive compensatory time off equivalent to ten and three-quarters ($10 \frac{3}{4}$) or nine and one-half ($9 \frac{1}{2}$) hours, depending on the unit member's regular work schedule. This formula shall be utilized for each day during which a unit member is attending such training.

3. If a unit member is terminated for any reason, payment for unused compensatory time remaining on the books shall be paid to the respective unit member at the unit member's hourly rate at the time of termination.

E. Witness Compensation

Unit members required by the Chief to appear as a witness because of the unit member's official duties shall be compensated at the rate of time one half their regular straight time rate of pay for those hours outside their regular working hours.

F. Beeper/Pager Compensation

Effective January 1, 2016, Captains shall no longer receive beeper/pager/mobile phone. pay.

ARTICLE IX
MISCELLANEOUS

A. **Definitions**

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

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

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

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

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

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

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

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

B. Other Terms and Conditions

1. Unit members may elect to receive their paycheck via direct deposit.
2. Each unit member shall have the right to inspect his entire personnel file on reasonable notice and at reasonable times, provided a designated unit member is present at the time of inspection if desired by the Chief of Police.
3. The City agrees that the individual unit member shall be notified if material derogatory to such individual unit member is placed in his personnel file.
4. Any unit member shall be permitted to volunteer his earned holidays off with pay or vacation days to another unit member of the same or lesser grade classification.
5. No unit member, regardless of tour of duty, shall be required to change a tire on his/her police vehicle.
6. A unit member living within the City shall upon request to the Chief have the option of being picked up at home prior to the commencement of his shift.

ARTICLE X

MANAGEMENT RIGHTS CLAUSE

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City Government

and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To use improved methods and equipment, to decide the number of employees needed for any time and to be in sole charge of the quality of the work required.

3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Police Department of the City.

4. To reprimand, suspend, discharge, or take any other appropriate disciplinary action against any employee for just cause.

5. To lay off employees in the event of lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and of the United States and ordinances of the City.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties, or responsibilities under R.S. 40, 40A and 11 or any other national, state, county or local laws or ordinance.

ARTICLE XI

GRIEVANCE PROCEDURE AND ARBITRATION

A. If any difference or dispute should arise between the City and the LPSOA, or its members employed by the City, concerning the application or interpretation of the terms of this

understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XIV

DURATION

This Agreement entered this 1st day of January 1, 2020, shall be effective from January 1, 2020 through December 31, 2023. Any changes in salary or other economic benefits will apply only to those unit members in the employment of the City as of the date of signing of this Agreement or who retired from the employment of the City or who died during the time of this Agreement. Either party wishing to terminate, amend, or modify this Agreement after December 31, 2023 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, 2023.

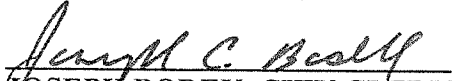
If the notification pursuant to above has been given by either party as required above and a new contract has not been entered into by January 1, 2024, it is agreed and understood that this Agreement shall remain in full force and effect until such new contract is ratified by both parties.

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


AIRAN FERNANDEZ, PRESIDENT

CITY OF LINDEN


DEREK ARMSTEAD, MAYOR


JOSEPH BODEK, CITY CLERK

ARTICLE I

PARTIES TO THE AGREEMENT

This Agreement is made effective the first day of January 2024 between the CITY OF LINDEN, New Jersey, (hereinafter referred to as the "City") and the LINDEN POLICE SUPERIOR OFFICERS' ASSOCIATION, INC. (hereinafter referred to as the "LPSOA") representing all full-time sworn police officers of the City from the rank of Sergeant through the rank of Captain represents the complete and final understanding of all bargainable issues between the City and the LPSOA.

ARTICLE II

RECOGNITION

The City hereby recognizes the LPSOA as the exclusive majority representative within the meaning of N.J.S.A. 34:13A-1, et seq., as amended for all permanent unit members employed by the City from the rank of Sergeant through the rank of Captain. 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.

ARTICLE III

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

- A. The City and the LPSOA on behalf of its members accept the responsibility to follow the procedures set forth in this Agreement for the settlement of issues and disputes.
- B. The LPSOA agrees that neither the LPSOA nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow down, sick out, walkout or other job action, nor shall there be any

individual action the purpose of which is to induce employees to engage in such activities against the City in any form.

C. Nothing contained in this Agreement shall be construed to eliminate or restrict the City in its right to seek and obtain such judicial relief in law or in equity for injunctive relief or damages, or both, if there is a breach by the LPSOA or its members.

D. The City and the LPSOA may modify this Agreement during its term, provided any modifications are put in writing and are signed by both Parties.

ARTICLE IV

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. Provided that there is no significant interference with governmental policy decisions, the hours of employment for all unit members assigned to the Uniformed Services Division shall be as follows:

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

b. The hours of work for the members of the Uniformed Services Commanders Office and the Traffic Bureau shall be four (4) consecutive days on duty followed by three (3) consecutive days off duty (herein after referred to "4/3"). Unit members shall not be scheduled to work more than nine (9) hours twenty-three (23) minutes in any one day.

c. Subject to the prior approval of the Chief or his designee, each sergeant working in the Uniformed Services Division shall be assigned on the rank seniority preference to

one (1) of up to six (6) daily shifts of ten and three quarter (10 3/4) hours each. Sergeants shall be permitted to change their work times and days with the approval of their Shift Commander, on a case-by-case basis. Such approval shall not be unreasonably denied.

d. Subject to the approval of the Chief or his designee, each Lieutenant working in the Uniformed Services Division shall be assigned on rank seniority preference to one (1) of up to three (3) shifts of ten and three quarter (10 3/4) hours each. Lieutenants shall be permitted to change their work times and days with the approval of their Division Commander, on a case-by-case basis. Such approval shall not be unreasonably denied.

e. Upon completing a temporary assignment, each unit member shall return to his original shift schedule.

2. The hours of employment for all unit members of the Department other than those assigned to the Uniformed Services Division shall be Four (4) consecutive days on duty followed by three (3) consecutive days off duty. Unit members shall not be scheduled to work more than nine (9) hours and twenty-three (23) minutes in any one day.

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

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

5. Unit members shall be subject to twenty-four (24) hour call including Sundays and Holidays.

B. Overtime

1. Overtime at the rate of one and one half (1½) times a unit member's regular straight time hourly rate of pay shall be paid to unit members required to work more than his regularly scheduled tour of duty.

2. Overtime at the rate of one and one half (1½) times a unit member's regular straight time hourly rate of pay shall be paid to each when required to appear in any court or legal proceeding at the court's request. This applies provided such appearance relates to his duties and is outside of his scheduled hours of work.

3. When a unit member 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. If a unit member is required to work on any of his scheduled holidays, personal days, Superior Officer Days or is called back from vacation, he shall be entitled to the overtime for such time at his overtime rate plus the unit member shall have his day taken reinstated to his accrued time bank. If a unit member is recalled on such day and is required to work less than two (2) hours, he shall be paid a minimum of two (2) hours at his overtime rate in addition to his regular day's pay.

C. Call-In Pay

1. If a unit member is dismissed after completing his tour and then is recalled to duty at a time not contiguous to his regular tour of duty, he shall receive a minimum of two (2) hours

of work or pay at his prevailing overtime rate.

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

3. Unit members who are off-duty and who are required to attend superior or municipal court, or who are required to appear at any proceeding under a civil subpoena or legally binding notice to appear for matters arising out of their duties, shall receive a minimum of two (2) hours of pay at his overtime rate. For a subpoena or notice to appear for a non-court appearance, the unit member shall immediately notify the Chief of Police so that the City may attempt to have the appearance conducted on his regularly scheduled shift.

4. The City reserves the right to require a unit member to attend a fitness for duty examination at any time. A unit member who is off-duty and is required to attend such an examination shall be compensated at time and one-half (1 ½). A unit member who is on a sick day and is required to attend such an examination shall be compensated at straight time and shall be credited sick time in an amount equal to the time required for the examination.

5. Any unit member called into work during their time off for purpose of being read or served disciplinary charges or for interrogation or investigation into a matter which deals with or could deal with disciplinary action, shall be paid Call-In Pay and overtime compensation in accordance with this Article. However, while every effort will be made to conduct the disciplinary hearing during a unit members' on-duty hours, the overtime and Call-In Pay benefits of this Article will not apply to a unit member whose disciplinary hearing is conducted during his off-duty hours.

D. Rules Governing Overtime

1. Except in emergency situations, as defined in Article IX, Section A, Paragraph 2,

overtime shall be rotated among those unit members in their respective divisions listed on the overtime roster. Unit members on limited duty for medical reasons shall be excluded from the overtime list. Any unit members working an assignment of overtime shall be charged as having worked and placed on at the bottom of the overtime roster and overtime category accordingly. However, all unit members may be required to work a reasonable amount of overtime.(Example of categories: entire shift, half shift, prisoner detail, or special event detail)

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

3. For the purpose of calculating a unit member's overtime hourly rate of pay, his total salary shall be divided by 1950 hours (52-weeks times 37.5).

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

5. For those unit members called to duty for full dress inspection on their time off, two (2) hours of compensatory time shall be granted. Unit members held over for these inspections shall receive time off equal to the duration of the inspection. Should the inspection exceed two hours, unit members shall be compensated in accordance with Article VIII D1.

E. Captains shall be eligible for overtime at their hourly rate of time and one-half when called in for a State of Emergency when declared by the Governor, the County Manager, the Mayor or at the sole discretion and designation of the Chief of Police.

ARTICLE V

VACATIONS AND HOLIDAYS

A. Vacations

1. Earned vacations are to be granted to all unit members except those assigned to the 4/3 schedule according to the following:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF WORKING DAYS VACATION</u>
1 ST through 4 th year	12 working days per year
5 th through 10 th year	17 working days per year
11 th through 20 th year	20 working days per year
21 st through 25 th year	27 working days per year
26 th year and over	32 working days per year

2. Earned vacations are granted to all unit members assigned to the 4/4 schedule according to the following:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF WORKING DAYS VACATION</u>
1 st through 4 th year	9 working days per year
5 th through 10 th year	14 working days per year
11 th through 20 th year	17 working days per year
21 st through 25 th year	24 working days per year
26 th year and over	29 working days per year

3. Scheduling vacations - All vacations shall be taken during the current year and vacation time shall not be accumulated, except when it cannot be use due to an emergency. Seniority in rank shall govern vacation selection.

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

5. The amount of vacation shall be determined by the anniversary date of employment. Vacation shall be granted during the vacation year of the unit member's anniversary date.

6. If a unit member leaves the Department by choice or is terminated for reasons other than retirement or layoff, earned vacation reimbursement shall be determined by his anniversary

date of employment.

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

B. Holidays

1. Each unit member shall be granted seven (7) working days off annually with pay in lieu of time off on official holidays. Each unit member, at his option, may work and receive straight time pay for seven (7) of the seven (7) days off with pay; and shall notify the Chief's Office no later than April 1 of the calendar year of a unit member's option to sell up to seven (7) days. A unit member may determine that he desires to sell any remaining holidays, up to three (3) days, he may do so by notifying the Chief's Office later than October 1 of the calendar year to sell up to the remaining three (3) days. Payment will be made in accordance with the formula contained in Article VIII, Section A.5.

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

C. Personal Days Off

1. All unit members shall receive three (3) personal days off annually with pay. Each personal day off must be requested a minimum of five (5) days in advance and shall be granted subject to the Chief's final approval, which shall not be unreasonably withheld.

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

3. Upon retirement, death or layoff, personal days shall be reimbursed at employee's

appropriate hourly rate.

D. Superior Officer's Day

1. Unit members shall be granted three (3) Superior Officer's Day (SOD) off with pay annually. These days will not be considered for sell back, cannot be carried over, and cannot incur overtime.

2. A Superior Officer's Day must be taken during the calendar year in which it is provided.

E. Compensatory Time

1. Unit members shall be entitled to sell back up to eighty (80) hours of compensatory time each calendar year. Up to 40 hours to be paid in the first check (1st check) in June of each year and up to 40 hours to be paid in the second check (2nd check) of December of the same year. The June sell back request to sell hours must be submitted to the Chiefs Office by April 1st and the December request to sell hours must be submitted by October 1st.

2. Effective December 31, 2019, unit members Compensatory Time shall be capped at the following number of hours:

- a. Upon completion of twenty (20) years of service with the City- Four hundred and eighty (480) hours.
- b. From twenty (20) to completion of twenty-three (23) years of service with the City- Three hundred (300) hours.
- c. More than twenty (23) years of service with the City- Two hundred (200) hours.

ARTICLE VI

SICK LEAVE, LEAVE OF ABSENCE AND OTHER LEAVE

A. Paid Sick Leave - Paid sick leave shall defined and used shall be consistent with the New Jersey Earned Sick Leave Law, N.J.S.A 34: 11D-3(a) and regulations, N.J.A.C. 12:69-3.5(a).

1. Unit members shall receive fifteen (15) sick days per year. Unused sick leave shall accumulate from year-to-year. Unit members may use sick days in one half (1/2) day increments.

2. A certificate from the employee's doctor or Department physician shall be required as sufficient proof of the need for sick leave after two (2) working days. During sick leave periods of thirty (30) consecutive days or more, an additional doctor's certificate shall be furnished within three (3) days after the initial thirty (30) day period and every thirty (30) days thereafter if so, requested by the Chief's office. Such certificates shall state the nature and prognosis of the illness of injury. In addition to the foregoing, the City may require proof of illness of an employee on sick leave, whenever such requirement appears warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

3. In any case where an employee has exhausted all sick, vacation, personal, compensatory time and all other accrued or accumulated leave, the City Council may, upon receiving a request for extended sick leave from a duly authorized physician submitted through the office of the Chief, under N.J.S.A. 40:11-19 now 40A:14-16, grant additional sick leave up to one (1) calendar year. The Chief of Police shall forward the physician's request for extended sick leave to the City Council within thirty (30) days after receipt thereof. Such determination shall be based on a medical report. Request for additional sick leave under N.J.S.A. 40:11-19 (now 40A:14-16) shall be made at ninety (90) day intervals during the first calendar year leave when applicable. In considering requests for extended sick leave under this subsection, the City agrees that it shall

not act in an arbitrary, capricious, or unreasonable manner.

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

4. 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.

5. Each unit member 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 unit member only after all accrued sick and other leave have been exhausted. Under said program, it is mandatory for all unit members to participate in the payment of premiums in accordance with the regulations adopted by the New Jersey State Division of Unemployment and Disability.

6. Sick Leave Buy Back

A. Employees hired on or before 12/31/2013, with ninety (90) days of accumulated sick leave or more have the option of selling back sick time to the City on an annual basis, as follows:

Number of Sick Days Utilized	Sick Days Eligible for Sell-Back
0	10
1	9
2	8
3	7
4	6
5	5
6	4
7	3
8	2
9	1
10 or more	0

- i. All sick days sold will be in in eight (8) working hour increments.
- ii. A unit member exercising this option shall inform the office of the Treasurer no later than October 15 of each calendar year.
- iii. Sick leave shall be sold at the employee's prevailing salary at the time of the sell back and paid for in the first pay of February, the following year.
- iv. FMLA/FLA sick leave use does not count towards sell back.

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

1. When an employee is injured in the line of duty, the City Council shall, pursuant to N.J.S.A. 40A:14-16, pass a resolution giving the employee up to one year's leave of absence with pay, upon sufficient medical evidence or proofs of the inability of the employee to work. Said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be charged any sick leave for the time lost 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 Worker's Compensation, for temporary benefits. Reimbursement to the City is limited to monies paid by the City to the employee in salary in the course of the employment.

C. Sick Leave Donor System

1. Each unit member may, at his option, participate in a "sick leave donor system" which shall enable participating employees who have exhausted all accrued sick and other leave to continue receiving sick leave donated by fellow officers. The following conditions shall apply to the sick leave donor system:

- a. All donations of sick leave shall be on a voluntary basis.

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

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

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

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

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

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

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

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

D. Wellness Day

Each officer shall be allowed one (1) wellness day per year to be used for the initial wellness physical ("wellness day") and a sick day may be used for the follow up visit provided that doctor notes are submitted to the Chief confirming attendance at the wellness physical and follow up visit.

The use of a wellness day and a follow up will not count towards discipline consistent with N.J.A.C. 4A:2-2.3 or preclude unit member from receiving the annual attendance incentives or sick leave buy back incentives.

E. Leave Because of Death in Immediate Family

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

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

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

3. Effective January 1, 2022, bereavement leave for paternal/maternal grandparent shall be five (5) days. It is understood that the leave shall encompass from the day of death through the day of the funeral.

F. Military Leave

1. An employee who is a member of the National Guard, Naval Militia, Air National Guard, or reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his vacation up to a maximum of thirty (30) workdays per year.

2. When an employee has been called to active duty or inducted into the Military or Naval Forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service, and the City shall make pension

payments required during said leave. Each employee shall be reinstated without loss of privileges or seniority provided the employee reports to duty with the City within sixty (60) days following his honorable discharge or separation from the Military Service and provided he has notified the City of his intent to report for duty within thirty (30) days prior to his discharge from Military service.

G. Outside Employment

An employee may engage in any lawful outside employment or outside business activity while off-duty provided the Chief has been notified in advance concerning the name of the employer and the nature of such employment. However, employees will consider their position with the City as their primary employment. Any outside employment or business activity must not interfere with the employee's efficiency in his position with the City, nor constitute any conflict of interest. Other employment or business activity must not involve work contracts or bids submitted for the City, agencies, or autonomous bodies of the City. The City will notify the employee in writing in the event the employee's outside employment or business activity is interfering with the employee's efficiency in his position and/or constitutes a conflict of interest.

H. Leave of Absence

The Mayor upon recommendation of the Chief, on request of a unit member, upon seven (7) days' notice, may grant up to one year's leave of absence without pay to said unit member, when confirmed by the City Council. Said leave may only be granted upon receipt of a written request signed by the unit member. If a unit member overstays such leave without valid reason, his employment with the City shall be deemed to be terminated. During a requested leave of absence an employee's seniority shall cease to accrue and all other benefits, considerations and entitlements of any kind shall be suspended. The City shall notify the employee within thirty (30)

days which benefits shall cease and when such benefits shall cease. Nothing contained in this paragraph shall supersede any current Civil Service ruling.

I. Salary Payment Upon Death, Etc.

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

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

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

J. Association Business Leave

1. Members of the LPSOA Good and Welfare Committee are designated as the

negotiating committee. These negotiating committee members, four (4) in number, shall be granted leave from duty with full pay for all meetings between the City and the LPSOA for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Additionally, members of the LPSOA Good and Welfare Committee will be granted leave from duty for public relation and charitable type events upon notice and approval of the Chief of Police or his designee. (Examples of events; Toys for Tots, Winter Coat Drive, Special Olympics Events, Charitable Golf Outings, American Cancer Society Events, and Relay for Life). Such time off shall not cause overtime,

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

3. The LPSOA Grievance Committee, two (2) in number shall be granted leave with full pay for all meetings between the City and the LPSOA for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

4. A Uniform Committee shall be established to review the Uniform of the Day and

to determine if any changes shall be made to same. The committee shall consist of no more than two (2) members representing Police Administration and two (2) chosen by the LPSOA Board. Said committee shall be in majority agreement prior to any changes in the uniform being made. Should the committee decide upon a uniform change, all unit members shall be notified of the change(s) no less than sixty (60) days prior to the beginning of the year that any changes are to take place.

5. The LPSOA President shall be granted leave from duty with full pay for all meetings of the State Association and the County Association meetings and all membership meetings of the Local LPSOA when such meetings take place at a time when he is scheduled to be on duty.

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

ARTICLE VII

OTHER BENEFITS

A. Clothing Allowance and Clothing Maintenance Allowance

1. All police officers promoted into the SOA unit on or after January 1, 2016 shall receive a one-time uniform/equipment allowance of One Thousand Dollars (\$1000.00) within one (1) week of promotion. The newly promoted officer shall use a City contracted vendor from whom the promoted officer can obtain necessary uniforms and/or equipment via a voucher.

2. If, in the performance of his duty, a unit member's uniform or equipment is damaged, or if not due to negligence on the part of the unit member, personal effects (i.e., eyeglasses, watches, etc.) are damaged or broken, the City shall replace same upon the discretion of the Chief, not to exceed two hundred fifty dollars (\$250.00) per incident.

B. Insurance Benefits

1. Employees and their eligible dependents shall be entitled to full coverage of Blue Cross/Blue Shield Medical Plan, and Major Medical, the premiums of which shall be paid for by the City. Additionally, upon retirement all employees and their eligible dependents shall be entitled to all health benefits as provided through N.J.S.A. 40A:10-23, as it exists and may be amended. Employees from the City with a minimum of twenty-five (25) years of service in a New Jersey State Retirement System, employees enrolled in a New Jersey State Retirement System as of December 31, 2013 shall be entitled to an Individual Employee Contract stating that they and their eligible dependents will receive medical and prescription benefits upon retirement with the sole cost of same to be borne by the City. Upon retirement from the City with twenty-five (25) years of service in a New Jersey State Retirement System, employees enrolled on or after January 1, 2014 shall contribute towards the monthly premium of their medical and prescription benefits and shall be entitled to an Individual Employee Contract stating that they and their eligible dependents will receive medical and prescription benefits upon retirement with the sole cost of same to be borne by the City.**Upon retirement from the City with twenty-five (25) years of service in a New Jersey State Retirement System, employees enrolled on or after January 1, 2014, shall contribute towards their medical and prescription benefits the same as the active employees and shall receive the same medical and prescription benefits offered to active employees and their eligible dependents. Unless otherwise negotiated by the parties, any other category of retirement from the City shall follow statutory, regulatory, and/or case law regarding retirement and disability requirements to receive medical and prescription benefits.**

Unless otherwise negotiated by the parties, any other category of retirement from the City shall follow statutory, regulatory, and/or case law regarding retirement and disability requirements to

receive medical and prescription benefits.

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

4. The City shall provide each employee with an individual life insurance policy payable upon death in a face amount of not less than Fifteen Thousand Dollars (\$15,000.00) and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

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

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

7. Whenever any civil action has been or shall be brought against any employee covered under this Agreement for any act or omission arising out of or in the course of or within the scope of the performance of his duties, the City shall defend such employee and shall defray all costs of defending such action, including the payment of counsel fees and expenses, judgments, costs of appeal, if any, and shall save harmless and protect such employee from financial loss resulting there from. Should any criminal or disciplinary action be instituted against employees entitled to defense in civil actions according to the foregoing sentence for any such act or omission arising out of their employment as a police officer, the City shall reimburse the employee for the cost of defending such proceedings, except those punitive damages assessed against such employees shall be specifically excluded. Such reimbursement shall include counsel fees and

expenses together with the cost of appeals, if any. The City Attorney shall provide legal services for such employee or the Governing Body shall engage special counsel at reasonable fees to handle the defense of such employee. If the employee does not desire the services offered by the City, the employee shall be responsible for their own fees and expenses. Funds shall be allocated in the annual budget for any prospective legal fees for such action.

C. College Incentive Plan

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

2. This additional compensation shall be effective January 1 and July 1 of the current year whichever date is closest to having earned such credit.

3. Effective July 1, 1995 unit members will receive no additional payments for credits earned on or after that date until they have earned an Associate Degree, Bachelors' Degree or Masters' Degree. The unit member will, however, continue to receive payment for those credits earned before July 1, 1995. Upon achieving a degree as noted below, the unit members will receive total compensation under this program as follows:

- | | | |
|----|--------------------|-----------|
| a. | Associate Degree: | \$ 950.00 |
| b. | Bachelors' Degree: | \$1900.00 |

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

- | | | |
|----|----------------------------------|-----------|
| c. | Masters' Degree, PhD, JD, or MD: | \$3800.00 |
|----|----------------------------------|-----------|

Effective and retroactive to January 1, 2024, the above degree compensation shall increase to:

- | | | |
|----|--------------------|-----------|
| a. | Associate Degree | \$2000.00 |
| b. | Bachelors' Degree | \$3000.00 |
| c. | Masters'/PhD/JD/MD | \$5000.00 |

4. Compensation for the Degrees noted above shall be effective on January 1 and July 1 of the current year, whichever date is closest to having earned such Degree.

D. Physical Fitness Options

All unit members at the discretion of the Chief or his designee shall be entitled to engage in an hourly program of physical fitness while on duty in lieu of their meal break when sufficient manpower prevails. Unit members will be subject to immediate call. This break shall not be unreasonably withheld.

1. The City shall make a good faith effort to send, at its cost, at least one (1) unit member per calendar year to the FBI National Academy, West Point Command and Leadership Academy or equivalent.

2. The City shall send at its cost at least one (1) unit member per calendar year to the West Point Command and Leadership Academy.

ARTICLE VIII

COMPENSATION

A. Salary

1. The City shall pay each unit member at the end of each two-week period.

2. Annual Salary is defined to consist of base which includes six (6) paid holidays.

Daily Rate of Pay” is determined by dividing a unit member’s established annual salary by 1950 hours, (37 ½ hour/week times 52 weeks per year) multiplied by nine and one-half (9 ½) or ten and three-quarters (10 ¾) hours based on his/her current work schedule. Effective January 1, 2024, the value of three (3) holidays shall be incorporated into base pay (after the annual percentage increases) for all purposes and shall be paid in equal amounts over the 26 pay periods, as part of the City’s regular payroll system. The value of the three (3) holidays shall not be compounded by subsequent wage increases.

3. Total Salary is defined to consist of Annual Salary, as noted above, plus college incentive plan, salary add-ons paid equally over a 26 week pay period, and senior officer differential.

4. Holiday Pay is determined as follows: Total Salary divided by 1950 hours multiplied by either 9.5 or 10.75 hours (as appropriate) = Holiday Pay.

5. Senior Officer Differential

Effective January 1, 2024 Senior officer pay shall be as follows:

Beginning of 10 th year of service	\$2,000.00
Beginning of 15 th year of service	\$3,750.00
Beginning of 20 th year of service	\$6,750.00

Said pay shall be non-cumulative and paid in equal biweekly installments.

6. Annual Salaries

a. Effective and retroactive to January 1, 2024, unit members agree to the following Salary Guide:

		2024 - 4 / 4	2024 - 4 / 3	2025 - 4 / 4	2025 - 4 / 3	2026 - 4 / 4	2026 - 4 / 3	2027 - 4 / 4	2027 - 4 / 3	2028 - 4 / 4	2028 - 4 / 3
Sergeant	Upon Promotion	\$127,602.00	\$131,052.00	\$132,246.00	\$135,696.00	\$137,693.00	\$141,143.00	\$143,031.00	\$146,481.00	\$149,082.00	\$152,532.00
Sergeant	Step 1	\$131,042.00	\$134,492.00	\$135,815.00	\$139,265.00	\$141,400.00	\$144,850.00	\$146,886.00	\$150,336.00	\$153,091.00	\$156,541.00
Sergeant	Step 2	\$139,729.00	\$143,179.00	\$144,828.00	\$148,278.00	\$150,760.00	\$154,210.00	\$156,620.00	\$160,070.00	\$163,215.00	\$166,665.00
Lieutenant	Upon Promotion	\$145,951.00	\$149,401.00	\$151,283.00	\$154,733.00	\$157,463.00	\$160,913.00	\$163,592.00	\$167,042.00	\$170,466.00	\$173,916.00
Lieutenant	Step 1	\$148,818.00	\$152,268.00	\$154,259.00	\$157,709.00	\$160,053.00	\$164,003.00	\$166,805.00	\$170,255.00	\$173,807.00	\$177,257.00
Lieutenant	Step 2	\$154,936.00	\$158,386.00	\$160,605.00	\$164,055.00	\$167,144.00	\$170,594.00	\$173,660.00	\$177,110.00	\$180,936.00	\$184,386.00
Captain	Upon Promotion		\$180,242.00		\$187,001.00		\$194,200.00		\$201,968.00		\$210,047.00

b. Effective January 1, 2019, the pensionable base for Sergeants and Lieutenants assigned to a 4/4 Work Schedule in the Uniformed Services Patrol Division who do not receive mobile phone compensation was increased by three thousand two hundred and fifty (\$3,250.00) dollars to compensate them for their shift commander responsibilities. Effective January 1, 2024, the pensionable base for Sergeants and Lieutenants assigned to a 4/4 Work Schedule will receive the following increases, said amount is included in the salary guide and is not subject to compounding:

Effective 1/1/2024 \$3,750.00

Effective 1/1/2026 \$4,250.00

Effective 1/1/2028 \$4,750.00

c. Effective January 1, 2019, the pensionable base pay for Sergeants and Lieutenants assigned to a 4/3 Work Schedule and/or who are assigned as a Professional Standards Supervisor, Investigative Division Supervisor, Support Services Supervisor, Central Dispatch Supervisor,

Traffic Bureau Supervisor, SWAT/CIPU Supervisor or Deputy Uniformed Services Division Commander who carries a City issued mobile phone was increased by six thousand seven hundred (\$6,700.00) dollars. Effective January 1, 2024, the pensionable base for Sergeants and Lieutenants assigned to a 4/3 Work Schedule will receive the following increases, said amount is included in the salary guide and is not subject to compounding:

Effective 1/1/2024	\$7,200.00
Effective 1/1/2026	\$7,700.00
Effective 1/1/2028	\$8,200.00

B. On Call Compensation

Effective and retroactive to December 31, 2019 any Sergeant or Lieutenant assigned a 4/3 Work Schedule who participates in On-Call Rotation, shall receive On-Call Compensatory Time in the amount of one (1) hour per day for every, Friday Saturday and Sunday, when the unit member is On-Call. This On-Call Compensatory Time shall be stored separately and independently from compensatory time accrued through training/overtime compensation. Additionally, no unit member may earn more than one hundred (100) hours annually and no unit member can have more than one hundred (100) hours in their bank at any given time. Any Unit member who terminates his/her employment with the Department, retires or is terminated may not seek reimbursement for any unused On-Call Compensatory Time remaining in his/her On-Call Compensatory Time Bank. Effective January 1, 2024, Captains will participate in a Captain's On-Call Rotation and shall receive On-Call Compensatory Time in the amount of one (1) hour per day for every Friday, Saturday, and Sunday of the week they are on-call.

In the event of an injury, sickness, state of emergency, or unforeseen emergency

circumstance the Sergeant, Lieutenant, or Captain may be required to cover multiple On-Call rotations that may put them over the 100-hour annual limit.

C. Workers Compensation

All unit members shall be covered by Worker's Compensation.

D. In-Service Training While Off Duty

1. Off duty Unit members attending in-service training conducted within the City Police Department shall receive compensatory time at the rate of one and one-half (1 ½) times the unit member's hourly rate of pay for each hour of training. Such training shall include CPR, First Aid, Firearms, etc.

2. Off duty unit members attending in-service training at facilities other than the City Police Department and on any given day, which shall last for any time less than five (5) hours, shall receive compensatory time off equivalent to five and one-half (5 ½) or four and three quarter (4 ¾) hours, depending on the unit member's regular work schedule. For said training which lasts in time for more than five (5) hours, the unit member shall receive compensatory time off equivalent to ten and three-quarters (10 ¾) or nine and one-half (9 ½) hours, depending on the unit member's regular work schedule. This formula shall be utilized for each day during which a unit member is attending such training.

3. If a unit member is terminated for any reason, payment for unused compensatory time remaining on the books shall be paid to the respective unit member at the unit member's hourly rate at the time of termination.

E. Witness Compensation

Unit members required by the Chief to appear as a witness because of the unit member's official duties shall be compensated at the rate of time one half their regular straight time rate of

pay for those hours outside their regular working hours.

F. Beeper/Pager Compensation

Effective January 1, 2016, Captains shall no longer receive mobile phone pay.

ARTICLE IX

MISCELLANEOUS

A. Definitions

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

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

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

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

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

c. With the exception of the Uniformed Services Division, Division Seniority

by rank shall prevail in the selection of vacations and days off. In the Uniformed Services Division, Rank Seniority shall prevail in the selection of vacations, work shifts and days off.

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

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

B. Other Terms and Conditions

1. Unit members may elect to receive their paycheck via direct deposit.

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

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

4. Any unit member shall be permitted to volunteer his earned holidays off with pay or vacation days to another unit member of the same or lesser grade classification.

5. No unit member, regardless of tour of duty, shall be required to change a tire on his/her police vehicle.

6. A unit member living within the City shall upon request to the Chief have the option of being picked up at home prior to the commencement of his shift.

ARTICLE X

MANAGEMENT RIGHTS CLAUSE

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States,

including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To use improved methods and equipment, to decide the number of employees needed for any time and to be in sole charge of the quality of the work required.

3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Police Department of the City.

4. To reprimand, suspend, discharge, or take any other appropriate disciplinary action against any employee for just cause.

5. To lay off employees in the event of lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and of the United States and ordinances of the City.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties, or responsibilities under R.S. 40, 40A and 11 or any other national, state, county or local laws or ordinance.

ARTICLE XI

GRIEVANCE PROCEDURE AND ARBITRATION

A. If any difference or dispute should arise between the City and the LPSOA, or its members employed by the City, concerning the application or interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences or disputes immediately and in the following manner, provided the grievance is filed in writing within thirty (30) calendar days of its occurrence.

Step 1: A meeting shall be held immediately between the aggrieved employee and/or a LPSOA representative and the appropriate Division Commander. The Division Commander shall render a written decision in the matter and provide it to the LPSOA President within five (5) working days (defined as Monday through Friday, not including City holidays) of the meeting.

Step 2: If no satisfactory agreement is reached at Step 1, a meeting shall be held within ten (10) working days of the receipt of the Step one decision by the LPSOA President between the aggrieved employee, a LPSOA representative and the Chief. The Chief shall render a written decision and provide it to the LPSOA President within ten (10) working days of the meeting.

Step 3: If no satisfactory agreement is reached at Step 2, the LPSOA shall request a meeting in writing to the Mayor. The meeting shall be between the grievant, a LPSOA representative and the Mayor. The meeting shall take place within 20 workdays of the Mayor's receipt of the request. The Mayor shall render a written decision in the matter and provide it to the LPSOA President within ten (10) working days of the meeting.

Step 4:

ARTICLE XIII
FULLY BARGAINED PROVISIONS

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

ARTICLE XIV
DURATION

This Agreement entered this 1st day of January 1, 2024, shall be effective from January 1, 2024 through December 31, 2028. Any changes in salary or other economic benefits will apply only to those unit members in the employment of the City as of the date of signing of this Agreement or who retired from the employment of the City or who died during the time of this Agreement. Either party wishing to terminate, amend, or modify, this Agreement after December 31, 2028 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, 2028.

If the notification pursuant to above has been given by either party as required above and a new contract has not been entered into by January 1, 2029, it is agreed and understood that this Agreement shall remain in full force and effect until such new contract is ratified by both parties.

**LINDEN POLICE SUPERIOR
OFFICER'S ASSOCIATION, INC.**


AIRAN FERNANDEZ, PRESIDENT

CITY OF LINDEN


DEREK ARMSTEAD, MAYOR

ATTEST:


JOSEPH BODEK, CITY CLERK

