

SN-2006-002

Collective Bargaining Agreement

2002 - 2004

TOWNSHIP OF OXFORD
WARREN COUNTY
NEW JERSEY

AND

WARREN COUNTY
POLICEMAN'S BENEVOLENT ASSOCIATION
LOCAL #280

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THIS AGREEMENT, is made and entered into this 16th day of July, 2002

BY

THE TOWNSHIP OF OXFORD

in the County of Warren and State of New Jersey,

(hereinafter referred to as "Township")

AND

**WARREN COUNTY
POLICEMAN'S BENEVOLENCE ASSOCIATION
LOCAL #280**

(hereinafter referred to as "association")

to establish wages, hours, and conditions of employment with respect to all bargain-able issues between the parties.

Witnesseth:

IN CONSIDERATION of the mutual promises contained in this Agreement and for other good and valuable consideration, the Township and Association agree as follows:

Article 1.

RECOGNITION AND UNIT

✓ 1.1 **Recognition** The Township hereby recognizes the Warren County PBA Local 280 as the sole and exclusive collective negotiating agent and representative for the employees listed in section 1.2 of this Agreement.

1.2 **Unit Description** The term "employee" and "employees" shall mean all permanent, full-time police officers. The terms "employee" and "employees" shall not include the Police Director, Chief of Police, temporary or probationary employees, CETA employees or civilian dispatchers, craft and/or clerical employees of the police department.

1.3 **Probationary Employees** An employee who is hired, rehired, or promoted into the classification of police officer shall be considered a probationary employee for twelve (12) months. For new employees that have graduated from the police academy, probation shall begin from the date of hire. For employees that have not graduated from the police academy, when hired, the probationary period will commence upon graduation

from the police academy.

The discharge of a probationary employee shall not be subject to the grievance procedure set forth in this Agreement, except that a probationary employee may grieve his/her discharge on the basis that such discharge is in violation of the non-discrimination provision of this agreement.

ARTICLE 2.

NON-DISCRIMINATION

2.1 The Township and Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.

2.2 The Township and Association agree that all employees covered under this agreement have the right, without fear of penalty or reprisal, to form and/or join any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE 3.

MANAGEMENT RIGHTS

3.1 It is the right of the Township:

- (i) To determine the purposes and objectives of each of its constituent offices and departments;
- (ii) To set standards of services to be offered to the public;
- (iii) To determine the methods, means, personnel, and other resources by which the Township's operations are to be conducted; and
- (iv) To exercise control and discretion over its organizations and operations.

Subject to this agreement, it is also the right of the Township:

- (v) To direct its employees;
- (vi) To hire, promote, transfer, assign, or retain its employees;
- (vii) To establish reasonable work rules to promote the orderly, safe, and effective operation of the police department.
- (viii) To demote, suspend, discharge, or take other appropriate disciplinary action against its employees for just cause in accordance with applicable laws;
- (ix) To relieve its employees from duty because of lack of work or other legitimate reasons; and
- (x) To amend, revise, and change the standards of service and work rules applicable to the police department as it deems desirable and necessary for the efficient and effective operation of the department.

Article 4.

Mutual Cooperation Pledge

4.1 The Association hereby covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walk out, or other illegal job action against the township. The Association agrees that such action would constitute a material breach of this Agreement.

4.2 The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow down, or other activity aforementioned, will not support any such action by any other employee or group of employees of the Township, and that the Association will publicly disavow such action and order any such member(s) who participates in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employees rights under the First Amendment of the United States Constitution.

4.3 Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief that it may be entitled to have in law or in equity for injunction or damages or both in the event of a breach by the Association or its members.

Article 5.

WAGES AND PREMIUMS

5.1 Purpose of this Article The sole purpose of this Article is to provide a basis for the computation of payment of straight time, over-time, and other premium wages.

✓ **5.2 Salary Schedule** Employees shall receive an annual salary in accordance with the following schedule.

<u>Years of Service/Rank</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Officer in training	\$26846.23	\$27651.78	\$28481.34
Patrolman Step 1	\$32642.78	\$33622.06	\$34630.72
Patrolman Step 2	\$38439.16	\$39592.33	\$40780.10
Patrolman Step 3	\$43257.01	\$44554.72	\$45891.36
Patrolman Step 4	\$48107.53	\$49550.76	\$51037.28
Patrolman Step 5	\$51019.13	\$52549.71	\$54126.20
Corporal	\$52519.13	\$54049.71	\$55626.20
Sergeant	\$53519.13	\$55049.71	\$56626.20

5.3 Stipends The position of Corporal is hereby established with a Fifteen Hundred (\$1,500) dollar stipend in addition to the Patrolman Step 5. An additional Five Hundred (\$500) dollars is added to the Two thousand (\$2000) dollar stipend of Sergeant. In addition, both the Corporal's and Sergeant's stipends are dissolved and the stipend amounts for each position hereby incorporated into their respective salaries as set forth in section 5.2 of this contract.

✓ **5.4 Longevity** The following longevity percentages shall be applied to the base annual salary of the employee to be paid in the last pay period between December 1 and December 31 of the calendar year in which the adjustment is earned based upon years of service completed in the employ of the Township Police Department in accordance with the following schedule:

<u>Years of Completed Service</u>	<u>Percentage Increase</u>
Five (5) years of Service	2%
Fifteen (15) years of Service	3%

5.4 Overtime Compensation Employees shall be required to work forty hours per week pursuant to a schedule to be established by the Officer in Charge or Police Director. When an employee is requested to work in excess of his/her regularly scheduled work week, the employee shall receive one and one half (1 ½) times his/her regular rate of pay for all hours actually worked in excess of his/her regularly scheduled work week. Regular rate of pay shall be defined, for purposes of this Agreement, as the rate of pay per hour for an employee's pay step within the pay grade assigned in 5.2, calculated on a straight time, forty hours per week basis.

✓ 5.5 Court Pay An employee who is required to attend Court in the course of Township business shall receive pay for a minimum of two (2) hours at regular rate or the actual number of hours worked, whichever is greater. For purposes of this section, attendance at Court shall be deemed to apply to any mandated appearance in the Municipal or Superior Court, or any Administrative Proceeding.

✓ 5.6 Call-out pay An off-duty employee recalled to active duty shall be entitled to pay for a minimum of three (3) hours at the employee's overtime rate.

Article 6.

MILEAGE

✓ 6.1 If at any time, an employee is required by the Officer In Charge to use his personal vehicle for police business, mileage will be paid at the rate of twenty four (\$.24) cents per mile traveled.

Article 7.

UNIFORMS AND EQUIPMENT

7.1 The Township shall provide all uniforms and equipment, including firearms and ammunition, as prescribed by the Officer In Charge an/or Police Director.

7.2 The Township will pay for all cleaning and maintenance of uniforms and equipment.

Article 8.

INSURANCE BENEFITS

8.1 HEALTH BENEFITS FOR EXISTING EMPLOYEES The Township shall provide enrollment for the police officers in the hospital and medical plan, and any other insurance plan presently in existence for Township employees or better.

Dental Ben

Article 9.

LEAVES

9.1 Annual Vacation Leave

(i) All full time employees shall be entitled to receive paid annual leave accrued in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Accrual per Calendar Month</u>
Zero(0) but less than Five (5).	.83 (Ten days per year)
Five (5) but less than Ten (10).	1.24 (Fifteen days per year)
Ten (10) but less than Twenty (20)	1.67 (Twenty days per year)
Twenty (20) or More	2.08 (Twenty-five days per year)

(ii) The Police Director shall determine the vacation schedule, giving preference to employee choice according to rank, and then seniority in rank.

(iii) Any employee who retires, voluntarily resigns, or dies shall be entitled to

the payment of all accrued annual leave.

(iv) All vacation shall be granted at annual salary rates based on the employee's regular rate as that term is defined in section 5.2.

(v) At the employee's option, up to one half of the employee's vacation days earned may be waived and the employee paid for that vacation time based on the employee's regular rate as that term is defined in 5.2. Unused vacation time shall be taken during the current calendar year and reasonable efforts be made to give the employee the time of his choosing unless the Township, at its sole discretion, determines that the vacation cannot be taken because of work scheduling conflicts. Any unused vacation resulting from a work scheduling conflict as determined by the Township may be carried forward into the next succeeding year only, and will be scheduled by the Officer in Charge to be taken during that succeeding year.

9.2 Emergency Leave

(i) Emergency leave of five (5) working days shall be granted without loss of pay for the death of any of the following: child, mother, father, brother, sister, mother-in-law, father-in-law, and spouse. Said leave must be exercised during the week following the death of any family member referenced herein.

(ii) Emergency leave of three (3) working days shall be granted without loss of pay for the death of Grandparents.

(iii) Emergency leave of one (1) working day will be granted without loss of pay to attend the funeral of any of the following: brother-in-law, sister-in-law, or a niece or nephew living at home with said brother or sister-in-law.

(iv) All such leaves shall not be taken until the immediate supervisor is notified.

✓ 9.3 Sick Leave

(i) Sick leave is defined as the absence of an employee because of illness, exposure to contagious disease, or non-work related injury.

(ii) Employees shall be entitled to fourteen (14) days of leave in each calendar year for sick leave with pay at the regular rate.

(iii) If the absence from work is for five or more consecutive days due to illness, a doctor's report shall be required to be submitted prior to the employee returning to work at the employee's expense. If the Township requires the employee to go to a doctor or medical facility, then this will be at the Township's expense.

(iv) If an employee is absent from work for reasons that entitle him to sick leave, the Officer in Charge and Police Director shall be notified as early as possible, but no later than one hour prior to the start of the scheduled work shift from which he is absent, except in cases of emergency. Failure to notify may be cause for denial of the use

of sick leave for that absence and could constitute cause for disciplinary action.

(v) In case of sick leave due to exposure to a contagious disease, a certificate from an approved practicing physician may be required.

(vi) In the event that an employee utilizes paid sick leave and also receives income from the same period from a collateral source, such as temporary disability benefits, the income from the collateral source shall be repaid to the Township; PROVIDED HOWEVER, that any income from a private collateral source need not be repaid.

(vii) An employee who does not utilize all of the fourteen (14) days of sick leave in any calendar year shall be entitled to accumulate any unused days to a maximum of one hundred and fifty (150) days. After an employee has accumulated 150 days, the Township shall pay the employee, as additional compensation, for one-half (1/2) of the annual sick leave that is not utilized by the employee. This payment shall be made during the first pay period of January of the following year.

(viii) Upon the resignation, death or other termination of employment, except for dismissal for just cause, the employee shall be entitled to payment at the regular rate for one-half (1/2) of the accumulated sick time to a maximum of Ten Thousand (\$10,000) Dollars. Accumulated sick time shall be paid in quarterly payments beginning the first month following the employee's termination from employment.

9.4 Disability Leave The Township shall continue to pay the annual salary for any employee who incurs an injury or occupational disease on the job up to one (1) year. Any worker's compensation benefits or temporary disability benefits received during this period by the employee shall be paid to the Township.

Article 10

HOLIDAYS

✓ 10.1 All full time employees shall be entitled to eight (8) hours holiday pay at the regular rate of pay for the following holidays on the day observed in that particular calendar year: New Years Day, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Five (5) Personal Days.

+ Easter & Election Day

10.2 Payment shall be made for a holiday provided that the employee is on the job and available for work his last full scheduled work day and his first full scheduled work day after the holiday (even though they may be in different weeks), or he works a regular scheduled tour of duty on the selected holiday. A case of proven illness or injury shall not disqualify a full time employee from stated holiday pay.

10.3 In addition to the holiday pay at the regular rate provided in 10.1, all full time employees who work a regular tour of duty on a selected holiday shall receive, as additional compensation, overtime compensation at one and one-half (1 1/2) time his/her

regular rate of pay for actual hours worked. Example: If an officer is works a shift on a contract holiday, he shall receive 23hrs. pay at regular rate. If an officer is off duty on a contract holiday, he shall receive 8hrs. pay at regular rate.

Article 11.

GRIEVANCE PROCEDURE

11.1 Purpose of this Article The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

11.2 Actionable Grievances The Term "grievance" as used herein means a complaint or controversy arising out of the interpretation, application, or alleged violation of a bargainable issue that is the subject matter of the terms and conditions of this Agreement. A grievance may be pursued by an individual employee, group of employees, the Association on behalf of one or more employees, or by the Township.

11.3 Grievance Steps The Following shall constitute the sole and exclusive method for resolving grievances between employees, the Association and the Township that arise with respect to this Agreement:

Step One

A party with a grievance shall verbally notify the Officer In Charge of the nature and extent of the grievance within fifteen (15) days following the event giving rise to same. Failure to act within said fifteen (15) days shall constitute abandonment of the grievance.

Step Two

If the grievance is not resolved within five (5) business days of having been brought to the attention of the Officer In Charge, the aggrieved party may present the grievance in written form within five (5) business days thereafter to the Officer In Charge. The written grievance at this step shall contain relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Officer In Charge or his designated representative will answer the grievance in writing within Ten (10) business days of receipt of the written grievance. For purposes of this section, business days shall mean Monday through Friday during regular operating hours of the Township Offices, except days when the Township Offices are closed for holiday, emergency or other reason shall not be considered a business day.

Step Three

In the case of an employee or the Association, an appeal of the resolution of the grievance as determined by the Officer in Charge can be made in writing to the Township Clerk within ten (10) business days of notification of the decision of the Officer

In Charge. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The matter will be considered by the Township Committee. A decision by the Township Committee will be given the grievant in writing fifteen (15) business days following the date of the hearing. For purposes of this section, business days shall mean Monday through Friday during regular operating hours of the Township Offices, except that days when the Township Offices are closed for holiday, emergency or other reason shall not be considered a business day.

Step Four

A decision of the Township Committee as provided in Step Three may be further appealed within fifteen (15) calendar days by the employee or Association. An employee or the Association shall request the assignment of a mediator through the Division of Public Employee Relations. In the event that a mediator cannot effectuate a voluntary resolution of the impasse, then the employee or Association can seek conventional arbitration through the Public Employee Relations Commission (PERC) in accordance with its rules and regulations. The decision of any such arbitrator shall be final and binding upon all parties. All expenses with respect to such arbitration shall be born equally between parties.

11.4 Grievance by the Township Notwithstanding the provisions of 11.3, in the event the Township has a grievance, it shall be entitled to proceed directly to mediation or arbitration pursuant to the rules and regulation of PERC.

11.5 Times limits expressed in this Article shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time prescribed for decision at any step in the grievance procedure, the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract time limits provided for processing the grievance at any step in the grievance procedure.

Article 12

SEPARABILITY AND SAVINGS

12.1 Each and every clause of this Agreement shall be deemed separable from each and every other clause of this agreement to the extent that, in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear.

Article 13

D.A.R.E. OFFICER

13.1 The Township agrees that as long as the police department maintains an active D.A.R.E. Officer, that officer shall be compensated a sum of One Thousand Five Hundred (\$1,500) Dollars payable the first pay period of December for each year of this agreement.

Article 14

FULL BARGAINED AGREEMENT

14.1 This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations during the term of this Agreement and weather or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Article 15.

DURATION

15.1 This Agreement shall be in full force and effect as of January 1, 2002 and shall remain in effect to and including December 31, 2004, without any reopening date. This Agreement shall continue in full force and effect thereafter, until a new contract is executed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 16th day of July, 2002

Witness / Attest:

Kathryn A. Becker, Township Clerk

THE TOWNSHIP OF OXFORD

Angelo Acceturo, Mayor

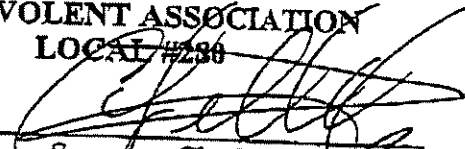
Philip Rosenberg, Committeeman



Alex Lazofisak, Committeeman

**WARREN COUNTY POLICEMAN'S
BENEVOLENT ASSOCIATION
LOCAL #230**

Rep., PBA Local #230

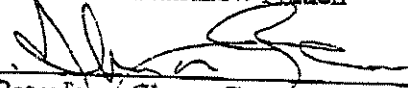


Sergeant Charles P. Lilly III

Corporal. Kevin Racek



Patrolman Matthew Frauen



Patrolman Shane Zaro