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AGREEMENT

Between

TOWNSHIP OF WARREN  
SOMERSET COUNTY, NEW JERSEY

And

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.  
WARREN TOWNSHIP LOCAL NO. 235

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EFFECTIVE: January 1, 2001 through December 31, 2003

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PREAMBLE

This general Agreement is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between the TOWNSHIP OF WARREN, a municipality in the County of Somerset, hereinafter referred to as the "Township" and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., WARREN TOWNSHIP LOCAL NO. 235, hereinafter referred to as the "Association", and represents the complete and final understanding on all negotiable issues by the Township and the Association.

WHEREAS, the Township has an obligation pursuant to N.J.S.A. 34:1-1, et seq., as amended, to negotiate with the PBA as the representative of Officers hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general contract covering wages, hours of work and other conditions of employment in order that more efficient and beneficial public service may be rendered;

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Officers of the Township recognized as being represented by the Association, as follows:



## ARTICLE I

### RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Township hereby recognizes the Association as the sole and exclusive representative of all the Officers in the negotiating unit, consisting of all sworn regular, full-time Police Officers, Sergeants, and Lieutenants who are members of the Police Department of the Township of Warren, New Jersey, now employed or hereafter employed, except the Chief of Police, for the purpose of collective negotiations.

Section 2. Both parties agree to renegotiate for the omission of Lieutenants from the PBA contract negotiations and to consider formation of two bargaining groups when the Police Department attains a level of twenty Police Officers.

Section 3. This Agreement shall be binding upon the parties and their successors.

## ARTICLE II

### PROCEDURE FOR COLLECTIVE NEGOTIATIONS

Section 1. Collective negotiations with respect to appropriately negotiable matters shall be conducted by the duly authorized representative of each of the parties.

Section 2. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Officers who may be designated by the Association to participate in collective negotiating meetings called for the



purpose of the negotiation of a collective Agreement will be excused from their work assignments without loss of regular straight time pay, provided, however, that not more than two (2) such Officers shall be so designated at any one time. A member of the negotiating team that is attending a negotiation session during an off duty period will not be compensated. All reasonable efforts will be made not to utilize on-duty Police Officers to bargain.

Section 4. Additional representatives of each party, not exceeding four (4), may participate in collective negotiating meetings if satisfactory to both the Association and the Township.

### ARTICLE III

#### DISCRIMINATION AND COERCION

The parties to this Agreement agree that there should be no discrimination, interference or coercion by the Township or the Association because of an Officer's membership or non-membership or activity or inactivity in the Association. Neither the Township nor the Association shall discriminate against any Officer because of race, creed, color, national origin, political affiliation or sex.

### ARTICLE IV

#### MANAGEMENT OF TOWNSHIP AFFAIRS

Section 1. The Township 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 Township government and its properties and facilities and the activities of its Officers;

2. To hire all Officers and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer Officers. Certain terms of promotion are set forth in Article XI hereof;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

Section 2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, 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 hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of Warren Township.

Section 3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40 and 40A of the New Jersey Statutes or any other national, state, county or local laws or ordinances.

ARTICLE V

VACATION PAY

Section 1. The following vacation pay shall be deemed earned by all regular, full-time Police Officers for completed, uninterrupted years of service within the Warren Township Police Department as indicated:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF DAYS</u>
0 to 1	8 work days
1 complete to 5	13 work days
5 complete to 10	17 work days
10 complete to 13	23 work days
13 complete to 16	24 work days
16 complete to 19	25 work days
19 complete to 22	26 work days
22 complete to retirement	27 work days

Section 2. The cut-off date for determining length of service for vacation purposes shall be July 1st of each year.

Section 3. New (first calendar year) Police Officers shall receive two (2) days vacation plus one (1) day of additional vacation for each two (2) months worked. The Officer's date of hire shall be rounded off to the nearest first of the month. (The 14th day of a month with 28 days will be rounded down and the 15th day of a 30 day month will be rounded down.)



Section 4. The vacation year shall coincide with the calendar year and vacations shall not be allowed to accumulate from year to year, but must be completed in each calendar year, except as provided in Article XV, Section 5.

Section 5. Vacations will be pro rated based upon length of service from January 1 to date of separation in calendar year when separation occurs for any Officer who leaves the employ of the Township Police Department. Any unearned vacation time taken shall be reimbursed to the Township from the Officer's final pay check.

Section 6.

- A. Selection of vacation is based on rank and seniority.
- B. All Police Officers may select their entire vacation allotment on their first selection.
- C. All vacation selection will be chosen by April 15th with the exception of a maximum of five single days which each police officer may save but must select by September 15th.
- D. Police Officers desiring vacation before April 15th may request same.
- E. Any conflict of vacation choices will be resolved by the Chief of Police or his designee.
- F. Listed below are the formulas which may be used for vacation selection.
  - (a) The Police Officer may take all vacation days consecutively.



(b) If an Officer is entitled to thirteen days, the Officer must use a minimum of four days consecutively, and may use the remaining days as single day selections. The Officer must select eight of the Officer's vacation days by April 15th.

(c) If an Officer is entitled to seventeen days, the Officer must use a minimum of eight days consecutively, or in two four-day blocks, and the Officer may use the remaining days as single day selections. The Officer must select all but five of the Officer's vacation days by April 15th.

(d) If an Officer is entitled to twenty-one or more vacation days, the Officer must use a minimum of twelve days consecutively, or in three four-day blocks, and may use the remaining days as single day vacations. The Officer must select all but five of the Officer's vacation days by April 15th.

G. The Officer shall list vacation requests on Official Correspondence and submit to the Chief of Police or his designee. If any part of the Officer's vacation request is denied, the Officer will be notified as soon as possible so that the Officer can make another selection.

H. Once a vacation request is approved, it shall not be canceled except in the case of an emergency as the same is defined by the Chief of Police. The Chief of Police's decision shall be grievable pursuant to Section XXI hereof.



## ARTICLE VI

### CLOTHING ALLOWANCE

Section 1. All full-time Police Officers covered by this Agreement shall be paid an annual clothing maintenance allowance in the total amount of \$1,025.00 for each year of this Contract for which the said Officers shall provide for their own clothing and equipment (except guns and ammunition, which the Township shall continue to provide), and for maintenance of said clothing and equipment. All clothing and equipment shall conform to the current uniform policy of the Department. Should the Township require a major change in uniforms, such that the existing uniforms are no longer usable, the Township will negotiate with the P.B.A. concerning a one-time adjustment in the allowance for purchase of the new uniform. All Police Officers covered by this Agreement shall be subject to inspections to insure compliance with the Departmental uniform policy and for any other purposes for which inspections may be held. Failure to comply with the Departmental uniform policy may result in disciplinary action against the offending Police Officer.

Section 2. The clothing maintenance allowance set forth above shall be payable to Police Officers covered by this Agreement in the first pay period after the budget is adopted.

Section 3. New Officers shall receive an initial uniform issue from the Township. New Officers shall not be paid a clothing allowance during the first twelve (12) months of service. A



clothing allowance will be paid to the new Officer on a pro rated basis (date of hire rounded as set forth in Article V, Section 3) to the Officer for the number of months worked from date of hire to December 31st. The payment will be made the first of the month following the first anniversary of the Officer's hire. (By way of example: The officer is hired on April 15, 1991, the pro rated payment will be on May 1, 1992.)

Section 4. If the services of a Police Officer covered by this Agreement are terminated for any reason, the clothing maintenance allowance provided for herein shall be pro rated based upon his or her length of service from January 1 to his or her date of separation of the calendar year in which his or her separation occurs. If a Police Officer receives more than his or her pro rata entitlement of clothing maintenance allowance during the calendar year of separation, the Township may deduct the unearned portion of said allowance from his final pay check. Upon termination of the services of a Police Officer covered by this agreement, all issued clothing and equipment will be returned to the Township of Warren Police Department.

Section 5. Uniforms and/or an Officer's personal property (for example: glasses, watches) that are damaged or broken in the line of duty shall be reimbursed by the Township up to a maximum of \$75.00 per item (the Officer shall be required to produce a receipt for an item for which reimbursement is requested hereunder). Exceptions to the said \$75.00 maximum shall be that the maximum for



eyeglass repair or replacement shall be \$150.00 and that a uniform damaged in the line of duty shall be replaced by the Township in kind.

ARTICLE VII

WAGES

Section 1. The parties recognize the need for continued high quality service to the community, and the parties agree to cooperate with each other to provide this service. The PBA and each Police Officer will maintain and, wherever reasonably possible, increase their level of productivity and thereby continue to improve services to the community; and the Township agrees to cooperate with the Association to accomplish this objective. In recognition of this pledge of continued high service and improved productivity, the Township agrees to improve the salaries for all Officers covered by this Agreement. Accordingly, the annual basic wage for Officers currently employed by the Township for each of the classifications shown for the period designated shall be as follows:

<u>RANK</u>	<u>2001 SALARIES</u>	<u>2002 SALARIES</u>	<u>2003 SALARIES</u>
LT. 1ST GRADE	80,200.59	83,408.61	86,744.96
LT. 2ND GRADE	75,579.55	78,602.73	81,746.84
SGT. 1ST GRADE	70,950.11	73,788.11	76,739.64
SGT. 2ND GRADE	66,324.02	68,976.98	71,736.06
P.O. 1ST GRADE	61,976.78	64,455.85	67,034.09
P.O. 2ND GRADE	57,599.29	59,903.26	62,299.39
P.O. 3RD GRADE	53,226.85	55,355.92	57,570.16
P.O. 4TH GRADE	48,846.00	50,799.84	52,831.84
P.O. 5TH GRADE	44,481.98	46,261.25	48,111.70
P.O. 6TH GRADE	40,106.18	41,710.42	43,378.84
TRAINEE*	29,899.77	31,095.76	32,339.59

\* FROM DAY OF APPOINTMENT UNTIL ACADEMY GRADUATION



Section 2. All Officers hired before January 15, 1993 who have credited service in the Police and Firemen's Retirement System of New Jersey of at least twenty-three (23) years, with at least eighteen (18) years of service as a Police Officer being in Warren Township, shall be entitled to a four (4) calendar month paid leave immediately before the Officer's retirement after the Officer provides the Township with the Officer's written retirement notice. Attached hereto as Schedule A is a list of eligibility dates, as per the above requirements, for each officer eligible for this benefit. In lieu of such paid leave, the retiring Officer shall have the option of working until the Officer's retirement date and being paid the cash equivalent for the aforesaid four (4) months leave upon retirement. The said payment will be paid to the Officer at the time of the first pay period following the Officer's retirement date. In the event that the Officer does not retire on the date established for the Officer's retirement, the Officer will reimburse the Township for the total gross costs to the Township of all leave taken in accordance with a contract and Promissory Note signed by the Officer before taking such leave. Such contract, which shall be secured by a Promissory Note to the Township, will require the Officer to either repay the aforesaid total gross amount to the Township the day after the Officer was scheduled to retire or to repay the Township the said total gross amount



pursuant to the terms of the said Promissory Note over a four (4) year period at an interest rate of two (2%) percent under the published Wall Street Journal prime rate at the time of the Promissory Note's execution. The Promissory Note will be of the form attached hereto as Schedule B.

Section 3. On January 30, 2002, the following Officers will be paid the sum of \$7,000.00:

Russell Kingsland  
William Stahl  
Arthur Ceccato  
Douglas VanWinkle  
Russell Leffert  
Donald Calabrese  
Richard Ayres

On January 30, 2003, the following Officers will be paid the sum of \$7,000.00:

Dennis MacMinn  
James Hurley  
Robert Sacks  
Craig Maddaluna  
Angelo Paoella  
Robert Glen  
William Keane

For the above payments to be made, the Officer must be employed by the Township of Warren on the dates set forth above.

The above payments are being made specifically for the termination of the benefits previously set forth in this Section and also in recognition that these officers are not entitled to any Senior Officer Differential.

Section 4. Senior Officer Differential:

For Officers hired after January 15, 1993: (a) Officers that have attained First Grade Police Officer and that have 20 years PFRS pensionable employment and are a Warren sworn police officer shall have their salary set at one half the difference between Police Officer First Grade and Sgt. Second Grade; Formula for above calculation:  $\text{Base salary} + [(\text{Sgt. 2nd Grade} - \text{P.O. 1st Grade}) \div 2]$  = Total Salary; (b) Officers that have attained Sgt. First Grade and that have 20 years PFRS pensionable employment and are a Warren sworn police officer shall have their salary set at one-half the difference between Sgt. First Grade and Lt. 2nd Grade. Formula for above calculation:  $\text{Base Salary} + [(\text{Lt. 2nd Grade} - \text{Sgt. 1st Grade}) \div 2]$  = Total Salary.

ARTICLE VIII

LONGEVITY

Section 1. All full-time, regular Police Officers of the Warren Township Police Department hired on or prior to January 15, 1993 are entitled to a two (2%) percent increase in base salary for every completed, uninterrupted four (4) years of police service in Warren Township, with a maximum longevity increase of ten (10%) percent which is arrived at after completion of twenty (20) years of police service. Those full-time, regular Police Officers of the Warren Township Police Department hired after January 15, 1993 shall not be entitled to the above longevity benefit.



Section 2. "Base Salary" is hereby defined as the regular, straight time salary paid for the particular rank and class of Police Officer as reflected in the appropriate schedule of the Warren Township Salary Ordinance, excluding overtime and any fringe benefits.

## ARTICLE IX

### WORKING TIME AND ATTENDANCE ON JOB

Police Officers shall work in accordance with the schedule established by the Chief of Police. Unless a Department or certain positions within a Department are regularly assigned a greater number of hours per week, the total hours of work for full time Police Officers shall be forty (40) hours of work per week. During an emergency, the Officer in charge may vary the work hours as necessity dictates.

Police Officers are entitled to fifteen (15) minutes of break time for each four (4) hours worked. This time can be taken in fifteen (15) minute increments or all at one time, so long as one Officer remains on patrol during said break period.

It is understood that all Officers will consider their position in the police department as their primary job. Any and all outside employment will not interfere in any manner with an Officer's job efficiency/attendance or constitute a conflict of interest.

Police Officers shall be granted the right to exchange tours of duty with the approval of the Chief of Police.

ARTICLE X

PROBATIONARY PERIOD

Each Police Officer shall be required to complete one (1) year of probationary service from the time the Officer graduates a police academy before receiving a permanent appointment. The said probationary period may be extended for up to an additional three (3) months by the Township Committee upon the recommendation of the Chief of Police. Each new Police Officer shall be required to satisfactorily complete a basic police training program recognized by the New Jersey Police Training Commission during the probationary first year as part of his or her requirements for permanent appointment.

ARTICLE XI

PROMOTIONS

Section 1. The Township Committee shall determine promotion lists by using written and oral testing, together with consideration of the last three (3) superior officers' evaluations and input from the Chief of Police.

Section 2. Where the Township Committee, after consultation with the Chief of Police, finds that no Officer has the requirements for promotion to any vacancy which may exist, it may order an open competition examination, to be held for Officers within the next lower rank.



Section 3. Requirements for promotions are:

(a) Sergeant's Rank

(1) 3 years service in full-time Police Officer grade with a minimum of 3 years in the Township.

(2) Satisfactory completion of written and oral examination and evaluation.

(3) 30 college credits which are needed to acquire a degree.

(b) Lieutenant's Rank

(1) 3 years service in Sergeant rank in the Township.

(2) Satisfactory completion of written and oral examination and evaluation.

(3) 60 college credits which are needed to acquire a degree.

(c) Captain's Rank

(1) One year service in Lieutenant rank in the Township.

(2) Satisfactory completion of written and oral examination and evaluation.

(3) 60 college credits which are needed to acquire a degree.

(d) No course for which a "D", or its equivalent, is the earned grade may be counted in the number of credits required

to be eligible for the promotions set forth hereinabove commencing as of January 1, 1995.

(e) For Police Officers hired after January 1, 2001, a minimum grade point average of 2.5 (on a 4.0 =A scale) for all courses is required to fulfill the promotional requirements set forth hereinabove. Pass/Fail courses shall not be utilized in this calculation.

Section 4. Whenever a vacancy exists or a new position is created, such new position shall be posted on the official bulletin board. Police Officers shall receive 90 days' notice of the date of any promotional written or oral examination. At the same time as such notice is posted, Officers shall be notified of the weight that shall be given to each respective part of the test, the type of test, by whom the test shall be administered and, if possible, study references. The Township Committee, prior to determining the weights to be assigned to the respective parts of the said examination, will consult with PBA representatives. The ultimate weight to be assigned shall be at the Township Committee's discretion.

All Officers who believe they possess the necessary qualifications may apply for the promotional process. Such applications should be by letter, addressed to the Township Administrator, and filed before the deadline specified.



## ARTICLE XII

### RECALL

Any Officer who is called back to work after having completed his or her regularly scheduled shift shall be compensated at the rate of time and one-half (1-1/2) the straight time hourly rate of pay with a minimum guarantee of three (3) hours work or pay in lieu thereof. This provision shall not be applicable when an Officer is called in before the Officer's shift and the Officer stays on duty through the Officer's shift.

## ARTICLE XIII

### OVERTIME

Section 1. All work in excess of the regularly scheduled daily hours shall be considered overtime, and shall be compensated at the rate of time and one-half (1-1/2) the straight time hourly rate. Payment of overtime shall continue to be made during the current and next succeeding pay periods as it is earned. Compensatory time off, in lieu of cash payment for overtime, may be given to Police Officers throughout each contract year, provided that not more than thirty-two (32) hours of compensatory overtime is accumulated at any one time by an Officer. Officers shall be allowed to accumulate not more than twenty-four (24) hours of compensatory time generated from the patrol function within each calendar year. Officers shall request the use of the Officer's compensatory time. Such request shall be as agreed to by the Chief of Police or his designee.



Section 2. The Chief may, at his discretion, call up to a maximum of two (2) departmental meetings per year and all Officers are required to attend such meetings, unless excused by the Chief. Those Officers not on duty shall be compensated for attending such meetings at the overtime rate of time and one-half.

Section 3. Effective on the date this contract is executed, compensation for outside work performed by Police Officers shall be at the rate of \$45.00 per hour for private contractors and \$35.00 per hour for public entities such as the Board of Education. Time worked for such outside contractor shall not count towards premium pay as set forth in this Article. The Township of Warren shall have the right to add \$5.00 per hour to the above hourly rates to cover its administrative costs. The Township will endeavor to insure that the outside employer promptly pays for the work performed.

#### ARTICLE XIV

##### COURT TIME

Section 1. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Officer covered under this Agreement shall be required to attend a Municipal Court, Superior Court, Grand Jury proceeding, or other courts or administrative bodies, pursuant to his or her duties as a Police Officer.

Section 2. All such required court time shall be considered as overtime and shall be compensated at the time and one-half (1-1/2) hourly rate as paid overtime compensation.



Section 3. If an Officer is required to appear in court pursuant to Section 1 of this Article, he or she shall be guaranteed three (3) hours of overtime pay. The Chief of Police or his designee can require the Officer being paid the three (3) hours of overtime to remain as court officer for up to three (3) hours.

#### ARTICLE XV

#### SICK/INJURY LEAVE

Section 1. Full-time Police Officers shall receive sick/injury leave on the following basis:

A. Full-time Police Officers shall be entitled to unlimited sick/injury leave time up to a period of one (1) year, to be granted by the Township Committee, for cause, when needed, in three (3) month periods.

B. A doctor's certificate shall be required if the Officer is absent for three (3) consecutive days.

Section 2. In order to reduce the amount of working time lost due to sick leave, the Township will continue its "sick leave bonus plan" which shall consist of the following benefits:

A. If a Police Officer covered by this Agreement loses no time from work due to sickness for four (4) consecutive months, he or she shall receive one (1) day off at his or her regular straight time rate, to be taken within the next four (4) consecutive months. Any time taken pursuant to the sick leave bonus plan will not cause an overtime situation within the Police Department.



Section 3. The Township reserves the right to have any Officer reported or reporting as sick to be examined by a physician designated by the Township. The Township will pay for the examination and all related expenses if it requires an Officer to submit to this examination.

If an Officer uses ten (10) days sick leave in any calendar year, the Chief may require the Officer to produce a doctor's certificate for any additional sick leave in the same year.

The Township may require any Officer who has been off duty for a continuous period longer than seven (7) working days to furnish the Township with a physician's statement that the Officer is physically fit and able to resume his or her duties, and the Township shall also have the right to have such Officer examined by a physician of its own choice to determine whether or not such Officer is able to resume his or her regular duties as a Police Officer.

An Officer utilizing sick/injury leave will be required to remain in his home during such leave unless the Officer leaves home for medical treatment. An Officer may leave his/her home if the type of injury/sickness the Officer is experiencing is of a type that it would be unreasonable to require that he remain at home and Officer's leaving home was approved by Officer's doctor. (Examples, not by way of limitation of the above: broken hand - may leave home; flu - may not leave home). Notwithstanding the above, an Officer, if approved by Officer's doctor, may be placed



on light duty if his sickness or injury would allow light duty at the Chief's or his designee's discretion.

Section 4. While on sick/injury leave, a Police Officer shall not accumulate sick bonus days.

Section 5. If a Police Officer is injured on the job in either November or December and due to that injury the Police Officer is unable to use all vacation days to which he or she is entitled, that Officer may carry into the following year up to five (5) such vacation days. The said days must be used within 120 days of the Officer's return to duty. The scheduling of the same shall be subject to the approval of the Chief of Police or his designee.

Section 6. Any and all temporary workers compensation payments and/or disability payments provided through Township funded insurance paid to a Police Officer while the Officer is on sick/injury leave shall be turned over to the Township.

#### XVI SHIFT CHANGES

There shall be a minimum duty free period of eight (8) hours between shifts except in extreme emergency.

#### ARTICLE XVII

##### WORK IN HIGHER RANK

When a patrol Officer is in charge for half a shift or more when a supervisor is not available (working), he or she shall receive additional compensation equal to one and one-half (1½) hour's pay at his or her overtime rate. For the Officer to earn the extra pay referred to herein, the Officer must complete the



assignment to the satisfaction of the Chief of Police or his designee.

## ARTICLE XVIII

### INSURANCE

Section 1. The Township shall provide insurance coverage to Officers included under this Agreement, protecting them from criminal and civil suits arising out of the performance of their duties.

Section 2. The dental insurance provided to Officers at the time of the execution of this Agreement, including dependent coverage on a contributory basis, will be continued. The said coverage will be equal to the coverage supplied to other Township employees. The Officers utilizing single coverage will be responsible for fifty percent of the additional cost of said coverage in the event that the premium for the same is greater than the premium paid by the Township for dental coverage for employees other than Police Officers and the Township will be responsible for the other fifty (50%) percent. Relative to dependent coverage, the Officer utilizing dependent coverage, in addition to the above single coverage adjustment, will be responsible for fifty (50%) percent of the dependent portion of the premium and the Township will be responsible for the other fifty (50%) percent. By way of example: single coverage for Township employees other than Police Officers is \$18.00/month; single coverage for Police Officers is \$20.00/month - the Officer utilizing single coverage will pay



one-half (1/2) of the excess charge of \$2.00/month or \$1.00/month, the Township paying the other \$1.00/month. If an Officer adds dependent coverage to the Officer's single coverage and the cost of that dependent coverage is \$20.00/month, then the Officer will pay \$1.00/month (single) plus \$10.00/month (dependent) for a total of \$11.00/month.

Section 3. Blue Cross, Blue Shield, Major Medical, Rider J coverage (or the coverages offered through the State Benefits Plan) for all Officers is part of this contract.

Section 4. The Township shall have the right to select any carrier to provide the insurance coverages set forth herein. If a change in carrier is made, there will be no material discernible or measurable changes that will result in diminished benefit levels from the traditional State Health Benefits Plan presently provided by the Township.

Section 5. Upon an Officer electing to accept "single" medical insurance coverage pursuant to Section 3 hereof when the Officer previously had "family", "husband and wife" or "single with children" coverage, the Township will pay that Officer the following sums:

A. \$750.00 if the Officer is deleting "family" coverage for each full year such election is maintained.

B. \$550.00 if the Officer is deleting "husband and wife" or "single with children" coverage for each full year such election is maintained.

The aforesaid payments are to be made at the time of the election of the Officer and the execution of an agreement to reimburse the Township if the Officer is re-enrolled in "family", "husband and wife" or "single with children" coverage before expiration of the elected year.

This provision shall immediately lapse if the Township leaves the State Health Benefits Plan. Upon the Township leaving such Plan, all Officers that had made the aforesaid election shall be paid the sums due to them as if the Officer had reached the anniversary date of the Officer's election.

The Township shall have the right to terminate this Section at its will. Upon termination hereof, the Township would pay all Officers having made the said election in the same manner set forth above for the Township's leaving the State Health Benefits Plan.

#### ARTICLE XIX

##### ASSOCIATION DELEGATE

The Township agrees to grant a complete day off without loss of pay to one (1) member of the negotiating unit selected by the membership as delegate to attend the regular monthly meeting of the State P.B.A. The Township also agrees to grant complete time off for the delegate and one (1) alternate member to attend the regular State Convention provided that the Officer signs a certification of attendance at the convention.



ARTICLE XX

GRIEVANCE PROCEDURE/DISCIPLINARY ACTION

REPRESENTATION/PERSONNEL FILE

The Township Committee shall recognize and deal with the Officers and members of the Police Department for the adjustment of any grievances which may arise in accordance with the following procedure:

The term "grievance", as used herein, means any controversy, difference or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual of the Association.

STEP 1 - The grievance shall be presented by the Officer, in writing, to the immediate supervisor. After a full disclosure of the facts, the supervisor must make every effort to reach a satisfactory settlement to the aggrieved Officer.

STEP 2 - If the supervisor cannot make an immediate settlement, the aggrieved Officer shall resume regular duties and the grievance and decision shall be forwarded to the next higher superior officer of the unit to which the Officer is attached. This superior officer shall give his reply in writing.

STEP 3 - If the settlement is not satisfactory, then the grievance shall be forwarded through the chain of command to the Chief of Police for his attempt at a satisfactory settlement or adjustment.



STEP 4 - If the grievance is still unresolved, then the grievance shall be referred to the Township Committee.

ARTICLE XXI

RULES AND REGULATIONS

Section 1. The rules and regulations presently in effect with respect to the operation of the Police Department and the maintenance of discipline shall be maintained unless modified.

Section 2. The Township may establish and enforce new rules and regulations or modify existing rules and regulations, provided same do not conflict with the terms of this Agreement.

Section 3. Whenever a new rule or regulation is established or an existing rule or regulation is modified then the PBA shall receive notice of said change or intent to change at the earliest possible opportunity. Such notice shall be at least thirty (30) days in advance of the implementation date except in circumstances of unforeseeable emergency. In such emergent circumstances, the PBA shall receive a copy of the new or modified rule or regulation at the earliest possible time.

ARTICLE XXII

HOLIDAY PAY

Section 1. Police Officers shall be compensated for fourteen (14) holidays within their "Total Salary". (Overtime pay shall be calculated on "Gross Pay" - see Section 2 hereof.) Such holiday compensation, paid within "Total Salary", shall not be utilized to calculate an Officer's overtime rate. Holiday compensation shall



be calculated and included in "Total Salary" for each Officer as set forth in the example contained in Section 2 hereof. Officers will not be entitled to take any holiday off from work unless a holiday happens to fall on the Officer's normally scheduled day off.

Section 2. Holiday pay calculations and overtime calculations shall be accomplished in accordance with the following example:

Base Salary	=	\$59,593.06	
10% Longevity		<u>5,959.31</u>	
Gross Pay		\$65,557.37	÷2,080 = \$31.52/HR (O.T. based on this hourly rate)
		31.52	
		<u>x 112</u>	(holiday hours - 14 eight hour days)
		3,530.24	Holiday pay

Gross Pay	\$65,557.37
Holiday Pay	<u>3,530.24</u>
Total Salary	\$69,087.61

#### ARTICLE XXIII

##### MEDICAL EXAMINATION

The Chief of Police shall schedule medical examinations for all Police Officers annually and said examination shall include an EKG for each Officer once he or she reaches age 40. All medical examinations shall be performed on the Officer's off-duty time.

#### ARTICLE XXIV

##### TUITION REIMBURSEMENT

Section 1. The Township agrees to reimburse all Police Officers covered by this Agreement for the cost of tuition for any

college course taken which relates to Police duties as follows: 75% where the Officer attains a grade of A or B, 50% where the Officer attains a grade of C or a "pass" grade in a "pass/fail" graded course. There will be no reimbursement for a grade below C or a "fail" grade in a "pass/fail" graded course. If a Police Officer leaves the employ of the Township Police Department within six months after receiving the tuition reimbursement, he or she shall refund said tuition payment to the Township which may be deducted from his or her final paycheck.

Section 2. For an Officer attending professional courses for which the Township is reimbursing the costs thereof in full (not tuition reimbursement), the Township will pay up to \$30.00 per day for three meals upon presentation of receipts.

#### ARTICLE XXV

##### BEREAVEMENT LEAVE

All Officers covered by this Agreement shall be entitled to leave without loss of pay for all time lost from work from the date of death to and including the day of burial up to a maximum of five (5) days when a death occurs in the immediate family of the Officer and three (3) days to attend the funeral of grandparent, grandchild, brother-in-law, sister-in-law, aunts and uncles, if needed. The term "immediate family" is defined to mean husband, wife, child, parent, brother, sister, mother-in-law or father-in-law of a full-time Officer covered hereunder, it being understood and agreed that bereavement pay shall only be paid once



for death of mother-in-law and once for death of father-in-law. In special circumstances, the Chief shall have the discretion to extend such leave. The term "brother-in-law" shall include only: the brother of one's spouse, the husband of one's sister, the husband of one's spouse's sister. The term "sister-in-law" shall include only: the sister of one's spouse, the wife of one's brother and the wife of one's spouse's brother.

#### ARTICLE XXVI

##### MILITARY MEMBERSHIP

Any Officer who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the armed forces of the United States and is required to engage in field training, shall be granted a military leave of absence with differential for the period of such training as is authorized by law. This leave of absence shall be in addition to his or her vacation.

#### ARTICLE XXVII

##### POLICE AND FIREMEN'S RETIREMENT SYSTEM

All eligible full-time Police Officers shall be enrolled in the Police and Firemen's Retirement System.

#### ARTICLE XXIII

##### MILEAGE ALLOWANCE

If a Police Officer uses his or her own vehicle for transportation on official assignments, he or she shall be entitled

to receive a mileage allowance of twenty-one (\$.21) cents per mile, computed to and from Warren Township Police Headquarters.

ARTICLE XXIX

EVALUATIONS

All Officers will be evaluated in accordance with existing procedures once in every six (6) month period. The said evaluations must be at least six (6) months apart.

ARTICLE XXX

MISCELLANEOUS

Section 1. Copies of this Agreement shall be supplied to all Police Officers.

Section 2. If there is any conflict between the terms of this Agreement and any ordinance, the terms of this Agreement shall prevail.

Section 3. This Agreement shall not be modified in whole or in part by the parties except by an agreement, in writing, duly executed by both parties.

ARTICLE XXXI

SAVINGS CLAUSE

It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstances shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.



ARTICLE XXXII

PERSONNEL FILES

A personnel file shall be established and maintained for each Officer. Such files shall be confidential and shall be maintained in the Office of the Chief of Police or his designee. The files shall be utilized for all matters pertaining to the Officer. Routine employment files will be maintained by the Township Administrator or his designee.

Upon adequate advance notice and at reasonable times, preferably when the Officer is off duty, the Officer may review his personnel file. The review must be scheduled with the Chief of Police or his designee. An Officer will be informed that an entry is being placed in his or her personnel file. Upon this notification, said member can review the entry and shall be given the opportunity to respond to that entry in writing. Said response is to be attached to the entry and is to become a permanent part of his or her personnel file.

If an Officer is provided a copy of a complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Officer shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, unless appropriately authorized.

ARTICLE XXXIII

DEPARTMENT INVESTIGATIONS

At the Officer's request, the Officer shall be entitled to have another Warren P.B.A. member present with the Officer during a disciplinary hearing. The hearing shall not be unreasonably delayed as a result of the inability of the P.B.A. member being available for attendance. The attending P.B.A. member shall be of a rank equal to or lower than the Officer for whom the hearing is being held. In the event that the hearing is to be scheduled, it shall be scheduled no later than thirty (30) days from the date that the charges are served upon the Police Officer.

ARTICLE XXXIV

TERM OF AGREEMENT

Section 1. This Agreement shall have a term from January 1, 2001 through December 31, 2003. If the parties have not executed a successor agreement by December 31, 2003, then this agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

Section 2. 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, neither party will be required to negotiate with respect to any such matter



whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 30<sup>th</sup> day of August, 2001.

ATTEST:

TOWNSHIP OF WARREN  
SOMERSET COUNTY, NEW JERSEY

Patricia A. DiRocco  
Patricia A. DiRocco Township Clerk

BY: Carolann Garafola  
Carolann Garafola,

ATTEST:

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
WARREN TOWNSHIP LOCAL NO. 235

\_\_\_\_\_

BY: Russell Kingsthe

BY: Paul W. Ayer

BY: \_\_\_\_\_

SCHEDULE A

Officer's Name

Joined Pension

Leffert, R.	030183
Stahl, W.	112978
Ceccato, A.	090982
VanWinkle, D.	090479
MacMinn, D.	120184
Calabrese, D.	020181
Ayres, R.	090180
Sacks, R.	090284
Kingsland, R.	050182
Hurley, J.	090184
Maddaluna, C.	080185
Paolella, A.	110186
Glen, R.	010187
Keane, W.	010189
Komanitsky, J. <i>RA</i>	<del>010189</del> <i>RA</i>



SCHEDULE B

PROMISSORY NOTE

\$(&amount)

(&DATE)

FOR VALUE RECEIVED, the undersigned (&NAME), promises to pay to the order of the Township of Warren at 46 Mountain Boulevard, Warren, New Jersey 07059, or at such other place within the United States of America which holder may designate in writing to the undersigned, the sum of (&PRINT AMOUNT IN WORDS) Dollars (\$&AMOUNT) with interest thereon from the date hereof at the rate of (&PRINT PERCENT IN WORDS) (&PERCENT IN NUMBERS)% percent per annum, said principal; sum and interest thereon to be paid as follows: (&TERMS). Each of said monthly payments shall be applied first on account of interest and the balance, if any, towards reduction of the principal.

If any one or more of the following events should happen: There should be a default in any payment set forth hereunder for the period of ten (10) days or the undersigned should make an assignment for the benefit of his or her creditors or attachment or garnishment proceedings should be commenced or a judgment be entered against the undersigned, or any proceedings instituted by or against the undersigned under the Bankruptcy Act, as amended, the holder hereof, at his option, without notice of demand shall

be entitled to declare this Note (all sums due thereunder) immediately due and payable.

The holder hereof may, without notice and without releasing the liability of any party hereto, grant extensions or renewals hereof from time to time and for any term or terms, acquire additional security or release any security in whole or in part, if there be any security posted hereunder. The holder hereof shall not be liable for or prejudiced by failure to collect or for lack of diligence in bringing suit on this note or any payment called for hereunder.

In the event the undersigned defaults in any payment called for hereunder and the secured party is required to obtain the services of any attorney to collect the sums due, the undersigned shall be responsible, in addition to all other sums due hereunder, to pay all reasonable attorney's fees and Court costs incurred in collecting the sums due hereunder.

WITNESS:

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(&NAME)



THIRD SCHEDULING CONTRACT

This Contract is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2001, by and between the Warren Township Acting Chief of Police, William Stahl, hereinafter "Chief" and the New Jersey State Policemen's Benevolent Association, Inc., Warren Township Local No. 235, hereinafter "Association"; the Township of Warren is endorsing its approval hereof, but is not a party hereto;

**WHEREAS**, the parties agree that the scheduling of police officer and other police employee work periods is better dealt with in an agreement separate from the negotiated Agreement between the Township of Warren and the Association; and

**WHEREAS**, the Chief and the Association desire to continue the twelve (12) hour shift work schedule for officers assigned patrol duty substantially in the form in existence at this time; and

**WHEREAS**, the existing Second Scheduling Contract between the Township of Warren, Somerset County, New Jersey and the New Jersey State Policemen's Benevolent Association, Inc., Warren Township Local No. 235 (Effective: January 1, 1995 through December 31, 1997) as modified by the Amendment to Second Scheduling Contract, hereinafter together referred to as "Agreement" requires certain modifications; and

**WHEREAS**, as a result of the said required modifications, the parties have agreed to enter this Third Scheduling Contract as follows:

**NOW, THEREFORE**, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other as follows:

1. The Chief will maintain the current twelve (12) hour shift



work schedule substantially in the form in existence at this time.

2. The aforesaid schedule will remain in effect until the "Agreement Between Township of Warren, Somerset County, New Jersey, and New Jersey State Patrolmen's Benevolent Association, Inc., Warren Township Local No. 235", effective January 1, 2001 through December 31, 2003, ("Agreement" hereinafter) expires. In the event that a new Agreement between the Township of Warren and the Association is not executed prior to the expiration of the current Agreement, this Third Scheduling Contract will continue in effect until a new Agreement between the Township of Warren and the Association is executed and this Scheduling Contract is continued or terminated.
3. The Township owes Officers working 12 hour days 104 hours of "time due" per calendar year as a result of all workdays being initially designated as 12 hours. For the purpose of repaying the aforesaid 104 hours and ensuring that Officers do not work more than 2080 hours per year of straight time for pay purposes, each Officer working the 12 hour schedule will be entitled to designate, with the approval of the Chief or his designee (which approval shall not be unreasonably withheld), the days the Officer desires to use to compensate the Officer for the Officer's "time due". The Officer may use the "time due" at times when no overtime shall be incurred by the Township and when sufficient personnel are on duty. It is the Officer's responsibility to use the time allocated to the Officer in this subsection and failure to so use such time by the end of such calendar year will result in a forfeiture of the same. An Officer cannot carry over to a succeeding calendar year "time due". If the Officer has time due at the end of a calendar year, which has resulted from emergency situations, it will be paid to the Officer at a straight time hourly rate.

In the event that an Officer works other than a twelve (12) hour schedule during a portion of the year, the above "time due" will be prorated to represent the time the officer actually worked a 12 hour schedule.

Officers working a twelve (12) hour schedule will not use eight (8) hour work days for time off other than sick days or for bereavement leave.

4. The Chief will continue to have his existing flexibility to rotate police officers and change their individual work schedules (this specific item is not intended to limit the Chief's rights in any manner whatsoever and is only set forth as an example), along with all the other management and administrative rights he presently enjoys under the Agreement. The Chief will continue to have all his managerial



prerogatives, as enjoyed under the Agreement, as if this Scheduling Agreement did not exist.

5. Police officers will not be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period unless specifically authorized by the Chief or his designee. This shall include outside related police employment.
6. There will be no patrol related compensatory time while the existing schedule is in effect. Any overtime worked while a police officer is in patrol status will be paid for as overtime.
7. The Chief or his designee will have reasonable discretion as to how to calculate hours worked when police officers are required to attend schools or other functions. Attendance at schools or other functions would probably result in the police officer owing the Township work hours.
8. All police officers, not on patrol duty, will work the schedule worked by those categories of police officers previously.
9. While the twelve (12) hour work schedule is in effect, the Agreement shall be modified as follows for those police officers working the said twelve (12) hour work schedule:

(a) Article V, Section 1:

Substitute the following for the schedule contained therein:

<u>Years of Service</u>	<u>Number of Hours/Days</u>
0 to 1	64 hours (8 days)
1 complete to 5	104 hours (13 days)
5 complete to 10	136 hours (17 days)
10 complete to 13	184 hours (23 days)
13 complete to 16	192 hours (24 days)

<u>Years of Service</u>	<u>Number of Hours/Days</u>
16 complete to 19	200 hours (25 days)
19 complete to 22	208 hours (26 days)
22 complete to retirement	216 hours (27 days)

(b) Article V, Section 3:

New (first calendar year) police officers shall receive sixteen (16) hours of vacation plus eight (8) hours of additional vacation for each two (2) months worked. The officer's date of hire shall be rounded off to the nearest first of the month. (The 14th day of a month with 28 days will be rounded down and the 15th day of a 30 day month will be rounded down.)



(c) Article V, Section 6.F.(b)(c)(d), delete and replace as follows:

- (1) An officer must select all of his or her vacation time, with the exception of up to 40 hours if he or she desires, on or before April 15th.
- (2) An officer's selection of vacation days must totally encompass scheduled blocks of work days with the exception of up to 50% of the same which may encompass less than a total scheduled block of work days.
- (3) Where there are conflicts between an officer requesting vacation totally encompassing scheduled blocks of work days and an officer requesting vacation encompassing less than a total scheduled block of work days, the officer requesting the vacation totally encompassing scheduled work days shall have preference.

(d) Article IX:

WORKING TIME AND ATTENDANCE ON JOB

Police officers shall work in accordance with the published schedule. During an emergency, the officer in charge may vary the work hours as necessity dictates. Police officers are entitled to a total break of forty-five (45) minutes per work day.

(e) Article XIII, Section 1:

All work in excess of the regularly scheduled daily hours, shall be considered overtime, and shall be compensated at the rate of time and one-half (1-1/2) the straight time hourly rate. Payment of overtime shall continue to be made during the current and next succeeding pay periods as it is earned. Compensatory time off, in lieu of cash payment for overtime, may be given to police officers throughout each contract year, provided that not more than thirty-two (32) hours of compensatory overtime is accumulated at any one time by an officer. Officers shall not be allowed to accumulate compensatory time generated from the patrol function. The granting of compensatory time off shall not create additional overtime, and shall be scheduled by the Chief consistent with the needs and efficient operation of the Department.

(f) Article XV, Section 1.B:



A doctor's certificate shall be required if the officer is absent more than twenty-four (24) consecutive hours.

(g) Article XV, Section 2.A:

If a police officer covered by this Agreement loses no time from work due to sickness or injury for six (6) consecutive months, he or she shall receive one (1) day (12 hours) off at his or her regular straight time rate, to be taken within the next six (6) consecutive months. Any time taken pursuant to the sick/injury leave bonus plan will not cause an overtime situation within the Police Department.

(h) Article XV, Section 3:

The Township reserves the right to have any officer reported or reporting as sick or injured to be examined by a physician designated by the Township. The Township will pay for the examination and all related expenses if it requires an officer to submit to this examination.

If an officer uses seven (7) work days of sick/injury leave in any calendar year, the Chief may require the officer to produce a doctor's certificate for any additional sick/injury leave in the same year.

The Township may require any officer who has been off duty for a continuous period longer than seven (7) work days to furnish the Township with a physician's statement that the officer is physically fit and able to resume his or her duties, and the Township shall also have the right to have such officer examined by a physician of its own choice to determine whether or not such officer is able to resume his or her duties and employment.

(i) Article XXI:

ASSOCIATION DELEGATE

The Township agrees to grant eight (8) hours off without loss of pay to one (1) member of the negotiating unit selected by the membership as delegate to attend the regular monthly meeting of the State P.B.A. The Township also agrees to grant complete time off for the delegate and one (1) alternate member to attend the regular State Convention.

(j) Article XXVII:



BEREAVEMENT LEAVE

All officers covered by this Agreement shall be entitled to leave without loss of pay for all time lost from work from the date of death to and including the day of burial up to a maximum of forty (40) hours [but not more than five (5) calendar days] when a death occurs in the immediate family of the officer and twenty-four (24) hours [but not more than three (3) calendar days] to attend the funeral of grandparent, grandchild, brother-in-law, sister-in-law, aunts and uncles, if needed . . . (The remainder of the section is unchanged.)

10. All sections of the Agreement not changed by the above paragraphs shall remain in full force and effect and unchanged hereby.
11. It is understood by the parties hereto that Warren police officers are not required to work any more or any less hours than they would have been required to work if the Agreement were not altered hereby. Also that any benefit or obligation will not be diminished or expanded hereby. The above specific modifications are an attempt to codify the general concepts set forth above. In the event the stated modifications do not, or in the further event this contract has failed to make an appropriate change, the same will be made in the future to comply with the above expressed concepts.
12. The Association and its members hereby agree to hold the Chief and the Township of Warren harmless and to indemnify them from any damages of any nature whatsoever (to include, but not limited to: expenses, penalties, interest, wage payments, or the like) that may result from the Association's members working a twelve (12) hour work shift in the event the same is found to violate any wage and labor law, rule, regulation or other requirement of any nature which may exist now or in the future. The Association and its members hereby release the Township and the Chief from the above matters related to wage and labor concerns only.
13. The Chief shall have the right to assign an officer(s) to an eight (8) hour schedule patrol function, with the Officer's consent.



14. This Contract is made solely to facilitate the implementation of a twelve (12) hour work schedule without the necessity of changing the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the above date first written.

WITNESS:

Patricia A. DiRocco  
Patricia A. DiRocco, RMC,  
Township Clerk

BY: William N. Stahl  
William Stahl,  
Acting Chief of Police

NEW JERSEY STATE POLICEMEN'S  
BENEVOLENT ASSOCIATION, INC.  
WARREN TOWNSHIP LOCAL NO. 235

Russell Kingstone  
, Secretary

BY: Russell Kingstone  
President

The Township of Warren Committee hereby executes this Agreement endorsing its approval of the same.

ATTEST:

Patricia A. DiRocco  
Patricia A. DiRocco, RMC  
Township Clerk

TOWNSHIP OF WARREN

BY: Carolann Garafola  
Carolann Garafola, Mayor