

**AGREEMENT
BETWEEN
BOROUGH OF OAKLAND
AND
OAKLAND PBA LOCAL NO. 164**

JANUARY 1, 2002 THROUGH DECEMBER 31, 2006

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PREAMBLE

This agreement made and entered into in Oakland, New Jersey, this _____ day of _____, 2002 by and between the **BOROUGH OF OAKLAND**, in the County of Bergen, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "Borough" or "employer"), and **POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #164**, (hereinafter referred to as the "PBA"), is designated to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article II, Recognition, in order that more efficient and progressive public service may be rendered.

WITNESSETH

WHEREAS, the Borough and the PBA recognize and declare that providing quality police protection for the Borough is their mutual aim, and

WHEREAS, the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the PBA as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
DEFINITIONS

A. "Officer" includes Patrolmen, Sergeants, Lieutenants and Captains.

B. Gender:

Any references to Officers by the use of male law enforcement nouns or pronouns shall also be construed to mean the female counterpart where applicable.

Male gender nouns and pronouns are used only to facilitate the language of this Agreement and are in no way intended to exclude or limit female Officers.

C. Ranks:

Ranks in the Oakland Police Department are defined in ascending order as: Patrolman, Sergeant, Lieutenant, Captain and Chief of Police.

D. Whenever a duty, function, option, or other action is assigned to the Chief of Police in this Agreement, it may also be construed to mean the Chief's designee or, in his absence, the senior Officer acting in the Chief's capacity. This agreement is in no way intended to preclude the delegation of authority or responsibility or the withholding of same by the Chief of Police.

E. Family: For purposes of funeral leave, an Officer's family is defined in Article VIII: Other Leave.

For insurance purposes, an Officer's family or eligible dependents shall be defined in the respective insurance policies which shall be agreed upon by the parties to this Agreement.

F. Retirement

Retirement shall be defined as statutory retirement in accordance with the Pension laws of New Jersey, more specifically, the New Jersey Police and Firemen's Pension Act. "Retiree" shall refer to any Officer who has retired in accordance with said law.

G. Time Limitations:

Whenever any action must be taken within a specified time period, such time will not include Saturdays, Sundays, or Holidays.

H. Base Salary:

Base Salary shall be the highest salary that an Officer is duly and properly authorized to receive at the beginning of each calendar year. Salaries for the Officers shall be paid in accordance with the amount stated as follows: regular pay, college, differential, and longevity, with longevity to be calculated last.

I. Academy Step:

Any new hires not already Police Training Commission Certified shall stay at this step for six (6) months or until successfully completing a Police Academy and obtaining a Police Training Commission certificate.

J. Dental Aggregate Cap:

Aggregate cap shall be defined as \$2,000 per calendar year multiplied by the Number of qualifying family members and may be utilized in any individual family member combination.

ARTICLE II
LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred upon any Borough Official by law, ordinance, administrative code, or the Police Department rules and regulations nor in any way reduce or abridge such authority.

Nothing contained herein shall be construed to deny or restrict to any Police Officers such rights as he may have under any other applicable laws or regulations. Any rights granted to Police Officers hereunder shall be deemed to be in addition to those rights granted elsewhere.

ARTICLE III
RECOGNITION

The Borough hereby recognizes the Policemen's Benevolent Association, Local # 164, Oakland, New Jersey, for the lifetime of this Agreement as the exclusive collective bargaining majority representative for all officers, sergeants, lieutenants and captains employed by the Borough in the Police Department.

ARTICLE IV
POLICEMEN'S RIGHTS

1. a. Pursuant to Chapter 303, Public Laws of NJ, 1968, the Borough and the PBA hereby agree that all Officers covered under this Agreement shall have the right, freely and without fear of penalty or reprisal, to form, join and assist the PBA or to, refrain from such activity. Neither the Borough nor the PBA shall directly or indirectly discourage or deprive any Officer of the enjoyment of any rights conferred by Chapter 303, Public Laws of NJ, 1968, nor shall they discriminate against any such Officer by reason of his membership or nonmembership in the PBA.

b. Elected representatives of the PBA, not to exceed two (2), shall be permitted time off to attend negotiating sessions provided the Chief of Police determines that the efficiency of the Department is not affected thereby. In the event an elected representative of the PBA shall attend any such session while on duty, he shall appear in uniform and shall not suffer any loss of regular straight-time pay.

2. Any Officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times, provided a designated superior Officer is present at the time of inspection.

3. a. A prosecution by the Department against an Officer for violation of Department rules and regulations as defined in the Police Manual must be commenced within thirty (30) days of the alleged violation.

b. Notification of any charges must be made to an Officer prior to any questioning. No Officer shall be compelled to give testimony against himself in any

disciplinary investigations arising out of an alleged violation of the provisions of the Police Manual.

- c. An Officer shall be entitled to have a PBA representative of his choice accompany him during any questioning relative to Department charges.
4. Any officer shall be afforded no less than thirty (30) days notice prior to any change in his permanent schedule; absent exigent circumstances.
5. Legal Expenses: In the event that any Officer is charged with a violation of the law arising out of or in the course of the performance of his duties, he may retain legal counsel to defend himself. In the event any officer is found not guilty or the charges against him are dismissed or withdrawn, the Borough agrees to pay the reasonable cost of the legal expenses incurred in such defense.

ARTICLE V

MANAGEMENT RIGHTS

a. The Borough hereby retains and reserves solely and exclusively unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or any previous Agreement with the PBA by the laws and Constitution of the State of New Jersey and of the United States, including, but not limited to the following rights:

Its rights to determine the existence or non-existence of the facts which are the basis for the Borough's decision to establish or continue policies, practices, or procedures for the conduct of the Police Department and its services to the citizens of Oakland, and, from time to time, to change or abolish such practices or procedures; the right to determine, and, from time to time, re-determine the number, location and relocation, responsibilities and types of its Officers or to discontinue any performance by any Officer of the Borough of Oakland; to determine the number of hours per day or week any operation of the Police Department may be carried on; to assign such work to any Officer in accordance with the requirements determined by the Borough of Oakland; to establish training programs and upgrading requirements for any Officer with the Department; to establish and change work schedules and assignments; to transfer, promote, or demote any Officer for just cause; or to lay off, terminate, or otherwise relieve any Officer from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline any Officer for just cause; and other such

rights which are inherent in a municipality with respect to the operation of a police department and all matters pertaining thereto, and otherwise take such measures as the Borough may determine to be necessary for the orderly, and efficient operation of the Department of Police for the Borough of Oakland, New Jersey. However, nothing herein shall prevent any Officer from presenting his grievance for the alleged violation of any Article or specific term of this Agreement.

b. The exercise of the foregoing rights, powers, authority, duties, or responsibilities of the Borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement 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 laws and Constitution of the State of New Jersey and of the United States.

ARTICLE VI
VACATIONS AND HOLIDAYS

A. Vacations:

1. Earned vacations: Any Officer shall be entitled to vacation based upon the length of time employed as hereinafter provided:

2. Number of Days: According to the following schedule:

Through the first year	1 working day per each completed month through December 31 st .
Beginning of the second year through fourth year	14 working days
Beginning of the fifth through fifteenth year	21 working days
Sixteenth year	22 working days
Seventeenth year	23 working days
Eighteenth year	24 working days
Nineteenth year	25 working days
Twentieth year	26 working days
Twenty-first year	27 working days
Twenty-second year	28 working days
Twenty-third year	29 working days
Twenty-fourth year and thereafter	30 working days

3. Pay During Vacations: All vacations shall be paid at the Officer's rate of salary being paid at the time of such vacation.

4. Scheduling Vacations: Each Officer is required to submit his request for

vacation. From those requests, the Chief of Police shall establish a vacation schedule in order to ensure the orderly operation and adequate continuous service of the Police Department.

The Chief of Police shall give preference to the Officers in accordance with their respective seniority when establishing the vacation schedule.

All requests for vacation by any Officer shall be approved or denied by the Chief of Police within 14 days of such request.

5. Unused Vacation Days: Any Officer shall be permitted to carry unused vacations days into the following year, or the Officer may apply to the Borough for payment for any unused vacation days at the end of the calendar year; such payment to be made at the Officer's regular straight-time pay. All cash payment for unused vacation days shall be at the rate of pay of the officer at the time the vacation was earned, provided that the officer shall be entitled to first use the earlier days accumulated.

B. Holidays:

1. Designation of Holidays: Each Officer shall receive fourteen (14) paid holidays. Such holidays are as follows:

- | | |
|--------------------------|-------------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Lincoln's Birthday | 9. Columbus Day |
| 3. Washington's Birthday | 10. Election Day |
| 4. Good Friday | 11. Veterans Day |
| 5. Easter | 12. Thanksgiving |
| 6. Memorial Day | 13. Friday after Thanksgiving |
| 7. Independence Day | 14. Christmas Day |

2. If any Officer must work on a holiday to ensure continued efficient operation of the Department, or if a holiday occurs during an Officer's vacation or on his regularly scheduled day off, he shall be entitled to an additional day off.

3. Holidays shall be requested and granted or denied in the same manner as vacation days. However, if a holiday cannot be granted or mutually agreed upon prior to the end of the calendar year, the Officer shall be compensated at the regular straight-time pay for each unused holiday.

4. Declaration of Additional Holidays of Time Off: In addition to the holidays set forth in paragraph B.1. above, any Officer shall be entitled to any additional holidays or time off awarded any other Borough employees by declaration, resolution, or ordinance by the Mayor and Council or Borough Administrator. Said time off is to be requested, approved or denied, and/or compensated in the same manner as regular holidays as set forth in paragraph B.3. above.

C. Personal Days:

Each officer shall be entitled to three (3) personal days in each year of the term of this Agreement.

At least twenty-four (24) hours notice must be given to the Chief of Police prior to taking a personal day. A personal day may not be divided nor may personal days be accumulated during the term of this Agreement.

Any Officer who has not used his personal days prior to the end of the calendar year shall be compensated at regular straight-time pay for each unused personal day.

ARTICLE VII

SICK LEAVE

- A. 1. Number of Days: Each Officer is entitled to fifteen (15) days of paid sick leave per calendar year.
2. Accumulation of Sick Leave: Sick leave shall accumulate during each Officer's tenure.
- ~~3.~~ Use of Sick Leave: Sick leave may be used by an Officer who is ill, who is quarantined by a physician because of a disease which is certified as being contagious or who has a sick member of his family requiring his attention.
4. Physician's Certificate: When an Officer is absent on sick leave for five (5) or more consecutive days, he must present to the Chief of Police a physician's certificate of illness which should indicate when the Officer may be expected to return to work. The Borough may require proof of illness of an Officer on sick leave when such requirement appears to be reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
5. Incentive program: If an Officer completes six months (January - June) without using any sick days, he shall be awarded one (1) additional day off. If an officer completes the next six (6) months (July - December) without using any sick days, he shall be awarded one (1) additional day off. These days are to be scheduled at a time mutually agreeable to the Officer and the Chief of Police within the succeeding calendar year.
6. Terminal Payment: Upon death or retirement each Officer shall be compensated by payment of his unused sick leave at the rate of fifty percent (50%) of his

current straight-time salary.

B. Disability Leave: In the event that an Officer's injury or prolonged illness requires his absence from duty beyond the Officer's accumulated sick leave, the Borough shall provide disability benefits. Said benefits shall be equal to those afforded other Borough employees covered by Collective Bargaining Agreements during the term of this Agreement.

The disability insurance policy shall be mutually agreed upon by both parties to this Agreement and shall be annexed to, and become part, hereof.

ARTICLE VIII
OTHER LEAVE

A. Military Leave: Any Officer shall be entitled to military leave as provided by law.

B. Leave of Absence: Any Officer shall be entitled to unpaid leave of absence as provided for in New Jersey Civil Service regulations.

C. 1. Funeral Leave: In the event of a death in the Officer's family, he shall be entitled to time off necessary to arrange and/or attend the funeral service and burial. Such leave shall commence on the date of death until the day after the burial, up to a maximum of four (4) working days without loss of salary. If the funeral is more than one-hundred fifty (150) miles away from the Borough, a maximum of six (6) working days shall be permitted.

2. Members of the Officer's Family Include: spouse, parents, children, stepchildren, foster children, brothers, sisters, aunts, uncles, nieces, nephews, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandchildren, grandparents, grandparents-in-law, legal guardians, and any other relatives of the Officer residing in his household.

3. The Officer shall furnish proof of death to the satisfaction of the Chief of Police if requested.

ARTICLE IX
OTHER BENEFITS

A. Payment for College Education:

1. All Officers employed prior to January 1, 1990, shall receive payment for accumulated college credits as listed below. Payment for accumulated credits shall be as follows:

120 credits - \$2,700.00 per year

90 credits - 2,025.00 per year

60 credits - 1,350.00 per year

Payment for the above credits shall be included in the Officer's base salary.

2. Any Officer receiving payment for college credits during employment with the Borough prior to the date of this Agreement shall continue to receive the same payment throughout the term of this Agreement. Payment for college credits is not to be extended to Officers hired after January 1, 1990.

B. Clothing and Maintenance Allowance:

1. The Borough shall provide an initial issue of clothing and equipment as provided in Appendix C, attached.

2. The Borough shall provide payment of \$1,200.00 (twelve-hundred dollars) annually. This payment is for replacement and maintenance of each Officer's clothing and equipment. Such allowance is to be used for replacement and maintenance of only those items listed on the initial issue or otherwise approved by the Chief of Police.

3. If any Officer shall have part of his uniform damaged or destroyed in the line of duty, the Borough shall replace such items when the Borough Administrator approves the written recommendation of the Chief of Police.

4. New winter coats shall be replaced by each Officer on an as needed basis. Any Officer has the option of replacing his winter coat with either a nylon or leather jacket.

C. Transportation:

When any Officer attends school, court, or other police function on authority or order of the Chief of Police, he shall be provided with a Borough vehicle. If no Borough vehicle is available the Officer shall be compensated at the rate of the current federal IRS guidelines per mile for the use of his personal vehicle.

ARTICLE X

INSURANCE

- A. Any newly-hired Officer shall become eligible for all insurance plans effective sixty (60) days from date of hire.
- B. The Borough reserves the right to select the insurance carrier(s). The Borough may change carriers at any time during the term of this Agreement so long as equal or better benefits are provided.
- C. The Borough agrees to provide the following insurance for any Officer covered by this Agreement and his eligible dependents:
1. Each Officer shall be provided with life insurance/AD&D coverage in the amount of fifteen thousand dollars (\$15,000).
 2. The Borough shall provide each Officer and his eligible dependents with the following benefits:
 - a. In and out of network plan for medical and hospitalization with dental coverage as provided by this Agreement.
 - b. Preventive care to include the following:
Physical Exams, Pap Smears, Mammographies, Prostate Screening, Childhood Immunizations, Diabetes Management, Lead Poisoning Screening, with a \$350 cap per family member per year.
 - c. Medical Prescription Coverage as Follows:
Active Officers shall be subject to a co-pay of five dollars (\$5.00) on all eligible prescriptions.
All retired Officers, (past, current, and future) shall be subject to a co- pay of one dollar (\$1.00) on all eligible prescriptions.

d. Dental Expense Benefit

(Police)

Deductible:	\$25 Per person per calendar year \$75 Per family per calendar year \$50 Orthodontic deductible per Lifetime
Preventive Expense Benefit:	100% of Usual, Customary and Reasonable Charges
Routine Expense Benefit:	100% of Usual, Customary and Reasonable Charges
Major Expense Benefit	100% of Usual, Customary and Reasonable Charges
Orthodontia Expense Benefit:	100% of Usual, Customary and Reasonable Charges

\$2,000 Aggregate cap per family member per year

The deductible is not applicable to Preventive Services; Orthodontia Services are available to eligible dependents until the attainment of age 23.

e. Optical and Eyeglass Coverage as Follows:

100% coverage per person per calendar year to a maximum of three hundred dollars (\$300.00)

3. All of the above mentioned insurance policies shall be mutually agreed upon by both parties to this Agreement and shall be annexed to, and become part of, hereof.

4. In the event of an Officer's death, which death occurs while the Officer is actively employed, the Borough agrees to provide medical, dental and prescription coverage as described in paragraph C.2. above to the Officer's family for a period of six (6) years from the date of the Officer's death, or until the Officer's spouse remarries, whichever comes first.

D. Retirement Benefits:

1. The Borough agrees to continue medical, dental, and prescription coverage for each Officer and his/her eligible dependents upon said Officer's retirement provided that such Officer has completed 25 years of service as recognized by the Police and Fire Retirement System of the State of New Jersey and has served in a full-time capacity for the Borough of Oakland for not less than fifteen (15) years. This coverage shall be provided until such time that the retiree and spouse are individually covered by Medicare. At such time Medicare will become the primary carrier and the Borough of Oakland will become the secondary insurance carrier. If the Officer dies prior to becoming eligible for Medicare, the Officer's spouse and eligible dependents will continue to receive the medical, dental, and prescription coverage until the date upon which said Officer would have become eligible for Medicare. If the Officer's spouse remarries before the date upon which said Officer would have become eligible for Medicare, the spouse's benefits would be discontinued, however, the eligible dependents would continue to receive the benefits until the date upon which said Officer would have become eligible for Medicare so long as they remain eligible to receive such benefits in accordance with the terms of the plan retained by the Borough.

2. Upon retirement the Borough shall continue to provide, at its sole expense, retiree medical coverage. Such retiree coverage shall be defined as the coverage level in effect at the time of the retiree's retirement. If a retiree becomes gainfully employed after retirement by an employer that has medical coverage, he shall have primary coverage from that employer's health plan, which shall be coordinated with the Borough's health coverage as secondary coverage. Further provided that the retiree shall resume coverage by the Borough if he leaves the employment for any reason. At no time after an officer retires will their insurance coverage be less than at time of retirement.

ARTICLE XI
HOURS OF WORK AND OVERTIME

A. Hours of Work:

1. Tours of Duty: Any Officer shall work five (5) days in eight hours-per-day tours for forty (40) hours during any payroll week. Twelve-hour shifts shall be permitted as described in paragraph C. hereof in the discretion of the Chief of Police.

2. Work Schedule: Any Officer shall work in accordance with schedules posted on a monthly basis by the Chief of Police.

B. Overtime:

1. When Overtime Occurs: Overtime shall be paid to any Officer when he is required to work in excess of a completed eight (8) hour tour, or on a scheduled day off (including vacation, holiday, and personal days). The Officer shall have the option of receiving pay at one-and-one half (1 ½) times his base rate of pay, including longevity and other such items as may be included in said base, or compensatory time off in an amount equal to one and-one-half (1 ½) times the overtime worked. This paragraph shall not be applicable to Officers who work twelve-hour shifts as described in paragraph C.

2. Minimum Overtime: When an Officer who is already off-duty is called in to work overtime, he shall be paid a minimum of two (2) hours overtime.

3. Distribution of Overtime: Any Officer desiring to work overtime shall have his name placed on an overtime roster maintained by the Chief of Police. Such overtime shall be fairly and equitably distributed among those Officers on the roster. PBA representatives shall have the right to examine the overtime roster and records on a monthly basis.

C. 12 Hour Shift Day to Day Operations:

All Officers subject to this Agreement, except those Officers assigned to the Detective Bureau, Special Services, or as designated by the Chief of Police shall work a twelve-hour shift as follows:

Shift Times will be as follows: Day Shift 07:00 - 19:00
Night Shift 19:00 - 07:00

1. The hours of duty shall consist of twelve (12) consecutive hours per day starting 7:00 A.M. to 7:00 P.M. and 7:00 P.M. to 7:00 A.M.; provided that in cases of emergency, the Officer in charge or control of the department shall have the full authority to summon and keep on duty any and all such members during the period of an emergency, as defined by the Chief of Police pursuant to New Jersey Law.

2. Overtime shall be paid on the following basis:

- a) Hours incidental and immediately following the regular tour of duty in excess of twelve (12) hours shall be paid at one and one-half times (1½) the regular rate of pay.
- b) No double shifts shall be permitted under the twelve (12) hour schedule.
- c) A maximum of four (4) hours overtime may be worked if it is prior to or immediately following (continuous) an Officer's shift.

3. Every employee shall have a minimum of two (2) consecutive days off per week on normal duty.

4. All time off for all employees on the twelve (12) hour work chart shall be adjusted using twelve (12) hour days. All holidays – fourteen (14), all personal days – three (3) (pursuant to Article XI of the contract) shall be adjusted and provided on a

twelve (12) hour per day basis. Vacation time will be adjusted based upon twelve (12) hour days. It is expressly understood that the total amount of time off in hours shall not be increased.

5. **Kelly Time** – The twelve (12) hour shift provides an additional 110 hours over the eight-hour work schedule on an annual basis. Instead of working an average of 2080 hours a year, the Officers working a twelve hour shift will work 2190 hours. During the term of this Agreement, Officers will be entitled to 110 hours of uncompensated time (Kelly Time). Kelly Time must be used in the calendar year it was earned and such time shall not be carried over or cashed in.

When scheduled to work the night shift, you actually report to duty at 18:45 on the preceding day.

6. **Switching Shifts:** Officers will be allowed to switch entire 2 or 3 block of shifts but only to a maximum of two block per 28 day cycle.

7. **School/Training Policy:** When an Officer is scheduled for school on his regular day of work, the Officer will be required to return to duty at Police Headquarters and report to the supervisor on duty for assignment until the day tour ends at 18:45 hours or until relieved by the supervisor as circumstances dictate utilizing compensatory/Kelly Time. Conversely, when an Officer is scheduled for school on his regular day off, time will be repaid in accordance with policy (compensatory time/overtime pay). When school is scheduled across days of work and days off, hours at school must equal hours scheduled for that week or adjustments will be made through the patrol supervisor or his designee.

D. 1. Court Appearances: When an Officer is required to testify in court in any matter arising out of his employment, he shall be compensated in accordance with Sections B.1. and B.2. of this Article.

2. When an Officer's testimony is required on a single case which shall continue for more than two (2) days, all compensation for days three (3) through the completion of the testimony shall be taken as compensatory time off in accordance with Section B.1. of this Article.

3. Court: In the event than an officer must be present in court during the day he is scheduled to work 7PM - 7AM, said officer shall be afforded eight hours off from the end of court till the start of his shift, at no loss of time or money.

ARTICLE XII

COMPENSATION

A. Salary:

An Officer's annual established salary is his base salary as defined in Appendix A attached plus his longevity as defined in Appendix B attached.

"Regular straight-time" is the hourly rate at which each Officer is paid based upon his established annual base salary.

B. Payment:

The Borough will pay each Officer at the end of each two (2) week period, each salary check to represent equal percentages of his established annual base salary. When pay day falls on a holiday, each Officer will be paid on the day preceding the holiday.

Payment for vacation periods shall be made on the established pay day of the week prior to the Officer starting his vacation.

C. Overtime Pay:

1. Rate: Overtime shall be paid to any Officer at an hourly rate of one-and-one half (1 ½) times his regular base salary including longevity.

2. Payment Record: When an Officer has worked overtime during any given pay period, he shall complete a form to be provided by the Chief of Police. Such form shall be maintained as a permanent record of the department.

3. Time of Payment: Payment for overtime shall be made no later than the second pay period after submission of the voucher to the Chief of Police.

4. Payment for Court Time: Payment shall be made in accordance with Sections

C.1. through C.3. of this Article.

D. Detective Differential:

Any Officer assigned as a detective shall receive additional base pay compensation of twenty-five hundred dollars (\$2,500.00) per year for the term of this Agreement. Longevity payments shall be computed after addition of this differential.

E. Compensation for Working Out of Rank: When an Officer works in the capacity of a higher rank, he shall receive the pay of that rank after working in that capacity for twenty (20) consecutive days. Upon the 21st day in that capacity the officer will receive compensation effective from the first day working that rank. Upon completion of working in said capacity, the Officer's pay shall return to the previous salary grade. The Borough agrees that it will not attempt to circumvent the intent of this Article by returning an Officer to his previous rank for the purpose of denial of payment pursuant to this paragraph.

F. Longevity Program:

Each Officer shall receive longevity compensation based upon the number of years of service computed at a percentage of the annual base salary of each such Officer.

The longevity schedule shall be listed in Appendix B attached hereto.

G. Officer With Prior Employment With the Borough of Oakland:

The Borough shall provide an individual re-employed by the Borough as a Patrol Officer, provided he/she completes one (1) year of continuous service following re-employment, credit for step schedule, longevity, and vacation.

ARTICLE XIII
GRIEVANCE ADJUSTMENT PROCEDURE

A. Purpose:

1. 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 this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any Officer having a grievance to discuss the matter informally with any appropriate member of the Department and having the grievance adjusted without the intervention of the PBA.

3. No Officer shall be required to file a criminal complaint in order to process a grievance under this Article.

B. Definition:

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by any individual, the PBA, or the Borough.

C. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

A. Any aggrieved Officer shall institute action under the provisions hereof within fourteen (14) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Officer, the Chief of Police, and the PBA representative if one is requested to attend by the aggrieved Officer. Failure to act within said fourteen (14) days shall be considered to be an abandonment of the right to initiate the grievance.

B. The Chief of Police shall render a written decision within ten (10) working days after the receipt of the grievance. Failure of the Chief to act within the ten (10) working days shall be construed as a resolution of the grievance in favor of the aggrieved Officer.

Step Two:

A. In the event a satisfactory resolution has not been reached, the aggrieved Officer may submit a written and signed statement of the grievance to the Borough Administrator within ten (10) working days following the determination by the Chief of Police.

B. A member or members of the Grievance committee as designated by the PBA and the Borough Administrator shall attempt to resolve the dispute within ten (10) working days of the receipt by the Borough Administrator of the notice of grievance. Failure of either to act in accordance with the time limitations shall result in a resolution of the grievance in favor of the other party.

Step Three:

In the event that the grievance has not been satisfactorily resolved at Step

Two, the aggrieved party may submit the decision rendered pursuant to Step Two to the Mayor and Council for their approval or disapproval, or to schedule a hearing on said grievance, which shall be scheduled within forty-five (45) days of the determination of hearing. Said determination to be rendered within fifteen (15) working days of the receipt by the Mayor and Council of the grievance. Failure of the Mayor and Council to act within said fifteen (15) days shall be construed as a resolution of the grievance in favor of the aggrieved party.

Step Four:

A. In the event the grievance cannot be resolved to the satisfaction of the grievant as a result of the final determination made in accordance with Step Three, the matter may be submitted to binding arbitration. The Arbitrator shall be chosen in accordance with the rules and regulations of the New Jersey State Board of Mediation.

B. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Mayor and Council.

C. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement hereto.

D. The costs for services of the Arbitrator shall be borne equally between the Borough and the PBA. Any other expense incurred including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

E. Borough Grievances:

Grievances initiated by the Borough shall be filed directly with the PBA within ten

(10) working days after the event giving rise to the grievance that has occurred. A meeting shall be held between representatives of the Borough and the PBA within ten (10) working days after the filing of the grievance. An earnest effort will be made to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for Arbitration in accordance with the provisions of the Article.

F. Computation of Time, Changes and Conditions of This Agreement:

Whenever any act is required under this Article to be performed within a specific time period, Saturdays, Sundays, and Holidays shall be excluded in the computation of such time period.

2. Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify, or otherwise change any other part of this Agreement without the mutual consent of the parties hereto in writing.

3. The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. The Agreement is further subject to appropriations being available for any of the purposes herein above mentioned, and if not available, the Borough agrees to exert its bona fide and lawful efforts to obtain such appropriations. This Agreement is also subject to the provisions of any State law and Civil Service rules and the regulations which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE XIV
RETENTION OF BENEFITS

The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the Oakland Police Department not covered by this Agreement, but included in the provisions of Municipal Ordinances or resolutions which are applicable to Officers covered by this Agreement, shall remain in full force and effect, except as modified herein, during the term of this Agreement.

ARTICLE XV
NO STRIKE PLEDGE

A. During the term of this Agreement, the PBA agrees on behalf of itself, its members, and all Officers it represents, that it will use its best efforts to insure that there will be no strike of any kind or any other collective action which may tend to disable the Borough in the discharge of its statutory duty.

B. The PBA covenants and agrees that neither the PBA nor any person acting on its behalf will cause, authorize, or support any strike (i.e. the concerted failure to report for duty, willful absence of any Officer from his position, stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performances of the Officer's duties of employment), work stoppage, slow down, walkout, or other job action against the Borough. The PBA agrees that such action would constitute a breach of this Agreement.

C. In the event of a strike, work stoppage, walkout, or job action, it is covenanted and agreed that participation in any such activity by any PBA member or any Officer represented by the PBA shall constitute sufficient grounds, which may subject the Officer to appropriate discipline, which may result in the termination of employment of such Officer.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the PBA or its members.

ARTICLE XVI
RULES AND REGULATIONS FOR THE ADMINISTRATION
THE OAKLAND POLICE DEPARTMENT

A. The Borough has previously adopted rules and regulations for the proper administration of police affairs in the Borough. Such rules and regulations, which such charges as shall be made thereto prior to the execution of this Agreement, shall constitute the rules and regulations that shall be adhered to by the PBA membership under the terms of this Agreement.

B. Changes in the rules and regulations shall be negotiated with the PBA prior to their implementation, in accordance with Chapter 303, of the Laws of New Jersey, 1968. In such emergencies, the changes may be implemented by the Borough without such discussion and shall be strictly adhered to by all Officers. However, the PBA may grieve the propriety of such rules or regulations.

ARTICLE XVII
OFFICER PERFORMANCE

A. The PBA agrees to support and cooperate with the Borough in improving Officer performance. In furtherance thereof, the PBA shall encourage all Officers to:

1. Be in attendance and punctual for scheduled work hours;
2. Give such effort to their work as is consistent with the requirements thereof,
3. Avoid waste in the utilization of material and supplies;
4. Maintain and improve levels of performance;
5. Cooperate in the installation of methods and technological improvements and

suggest other improvements where possible;

6. Assist, where possible, in building good will between the Borough, the PBA, and the public at large.

B. The PBA recognizes that it is the Borough's responsibility to determine the level of performance for Officers, and to establish standards and methods to provide services to the public in the most efficient manner possible. The PBA pledges its cooperation in the attainment of such standards and methods.

C. Pursuant to Civil Service rules and regulations, standards for acceptable levels of performance may be established and Officers evaluated by the Borough in relation to the duties and responsibilities of each job.

ARTICLE XVIII
OFFICER TRAINING

A. The Borough and the PBA agree that training is an integral function of management and an essential requirement for all Officers to promote acceptable and increased levels of competence.

B. The PBA agrees that it will encourage Officers to maintain acceptable and increased levels of competence by: — —

1. Keeping abreast of changes occurring in their occupation;
2. Participating in development activities in order to perform more efficiently in current and future assignments. These developmental activities include on-the-job training and classroom training;
3. Utilizing and sharing with fellow Officers new skills acquired through training.

C. The Borough will plan and provide for training and development of Officers to meet acceptable and increased level of competence.

D. The Borough and the PBA agree to meet upon written notice of either party to consider training and development programs for Officers covered by this Agreement. Such programs may include partial or full reimbursement by the Borough for approved courses which are completed by Officers.

ARTICLE XIX
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Officer or group of Officers is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX
FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues whether or not discussed. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not with the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and executed by both parties.

C. Nothing in this Article shall prevent the timely exercise of the rights contained in Article XVIII.

D. This Agreement shall remain in full force and effect during collective negotiation between the Borough and the PBA beyond the date of expiration set forth herein until both parties have reached a new Agreement.

ARTICLE XXI
PBA TIME OFF

The elected PBA President of Local 164 shall be permitted time off without loss of regular pay or benefits for union activities, not to exceed twelve (12) hours per month.

The elected PBA Delegate shall be permitted time off on an as-needed basis, without loss of regular pay or benefits, to attend functions of the New Jersey State PBA and the Bergen County Police Conference.

The Borough shall excuse from duty up to three (3) representatives of Local 164, without loss of regular pay or benefits, to attend the annual PBA conventions of the New Jersey State Policemen's Benevolent Association.

ARTICLE XXII
BULLETIN BOARD

The employer will supply one bulletin board for the use of the PBA to be placed in a conspicuous location.

The bulletin board shall be for the exclusive use of the majority representative for the posting of notices and bulletins pertaining to PBA business and activities or matters dealing with the welfare of Employees.

No matter may be posted without received permission of the officially designated PBA representative.

ARTICLE XXIII

PAST PRACTICE

A. The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of the Borough of Oakland Police Officers which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this agreement, shall be maintained at not less than the highest standards in effect at the commencement of collective bargaining negotiations between the parties leading to the Execution of this Agreement.

B. Unless a contrary intent is expressed in this agreement, all existing benefits, rights, duties, obligations of employment applicable to any rules, regulations, instructions, directive, memorandum, statute, or otherwise shall not be limited, restricted, impaired, removed, or abolished.

C. This provision shall not impair the ability of the parties from negotiating with respect to any terms and conditions of employment irrespective of what standard is contained in this agreement.

ARTICLE XXIV

TERM

This Agreement shall be in full force and effect from January 1, 2002 through December 31, 2006. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the expiration of this Agreement, written notice shall be given to the other party no sooner than one hundred-fifty (150) nor less than ninety (90) days prior to such expiration date. The party seeking to terminate, amend, or otherwise modify the Agreement shall furnish to the other party within fifteen (15) days after notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have fifteen (15) days from the receipt of such changes to furnish its own proposals to the other Party.

OAKLAND POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 164

By: Michael J. Madonno Date: 11-6-02

Attest:

By: J. M. Sery Date: 11 6 02

BOROUGH OF OAKLAND

By: [Signature] Date: 11-6-02

Attest:

By: Lisa M. Duncanson Date: 11/6/02

APPENDIX A
SALARIES

	Effective <u>1/1/02</u>	Effective <u>1/1/03</u>	Effective <u>1/1/04</u>	Effective <u>1/1/05</u>	Effective <u>1/1/06</u>
Academy Step (6 months)	\$30,000	\$30,000	\$32,000	\$32,000	\$32,000
STEP 1	37,000	37,000	39,000	39,000	40,000
STEP 2	43,000	43,000	46,000	46,000	48,000
STEP 3	49,000	49,000	53,000	53,000	55,000
STEP 4	55,000	55,000	59,000	60,000	62,000
STEP 5	61,000	61,000	65,000	67,000	69,000
STEP 6	67,000	67,000	71,000	74,000	76,000
STEP 7	72,000	73,000	77,000	81,000	83,000
STEP 8	77,000	80,000	83,450	87,000	90,900
Sgt.	82,150	85,450	89,100	92,850	97,000
Lt.	86,700	90,150	94,000	98,000	102,400
Capt.	91,900	95,550	99,600	103,850	108,500

APPENDIX B
LONGEVITY

<u>Years of Service</u>	<u>Percentage of Base Salary</u>
Start of 8 th through 12 th year	4% of base salary
Start of 13 th through 17 th year	8% of base salary
Start of 18 th through 22 nd year	10% of base salary
Start of 23 rd year and thereafter	12% of base salary