

Warren County Board of Supervisors

RESOLUTION NO. 258 OF 2011

Resolution introduced by Supervisors Conover, Kenny, VanNess, Belden, Goodspeed, Sokol, Merlino, Taylor and Strainer

AUTHORIZING AMENDMENT OF COLLECTIVE BARGAINING AGREEMENT WITH WARREN COUNTY POLICE BENEVOLENT ASSOCIATION

WHEREAS, Warren County and the Warren County Police Benevolent Association (PBA) previously entered into a Collective Bargaining Agreement which is set to expire on December 31, 2011, and

WHEREAS, the Agreement is silent as to the starting salary and amount of vacation time new employees should receive when such employees come to the County with prior experience (lateral transfer) and the manner in which this has been handled has varied over the years, and

WHEREAS, an issue has also risen with regard to the allocation of vacation time for a new Patrol Officer returning to the Warren County Sheriff's Office following work at other police agencies, and

WHEREAS, discussions and negotiations have occurred with the PBA concerning an agreed upon approach as to both of these matters as follows:

- 1) To address lateral transfers, the following will be added as a new section 4.A.(g) to the Collective Bargaining Agreement:

(g) On and after April 18, 2011, an individual hired in the Patrol Division of the Warren County Sheriff's Office who has prior Qualifying Experience in the Warren County Sheriff's Office, another sheriff's office or federal, state, or local police agency shall be considered a lateral transfer. A lateral transfer shall start at the pay grade and be entitled to vacation time as if the lateral transfer had been employed by the Warren County Sheriff's Office for the number of full service years the lateral transfer has in Qualifying Experience up to a maximum of three years. Service year credit shall be based on actual time worked in obtaining qualifying experience with the usual vacation, sick and personal time. Service credit shall apply to pay grade and vacation and not for health insurance credit for retirement purposes. In no event shall a lateral transfer receive more than three years service credit regardless of experience. "Qualifying Experience" as that term is used herein shall mean actual work experience as a police officer or similar law enforcement officer position whereby the individual,

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has been trained in police work and actually has performed work as a patrol officer, sergeant or comparable position. Whether the prior work is comparable shall be determined solely by the Sheriff whose determination shall be final and not subject to review or challenge by grievance, court action or similar legal reviews.

2) To address the vacation credits when a returning officer has three or more years with Warren County, the following be added to the end of section 4.A.(f) of the Collective Bargaining Agreement:

(f) ...except that if the employee had three or more years of service in the same position to which he/she is returning, such employee shall be entitled to receive vacation credits based on total service and shall not be required to wait until he/she has completed 2 more years of continuous service from the days of entering county service.

3) All other terms and provisions of the Collective Bargaining Agreement between the parties remain the same, and the Agreement would still terminate on December 31, 2011, now, therefore, be it

RESOLVED, that the Collective Bargaining Agreement between Warren County and the Warren County Police Benevolent Association be, and hereby is, amended as outlined in the preambles of this resolution, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an amendment agreement in the form approved by the County Attorney.