

2784

Final
4/29/99

AGREEMENT

BETWEEN

TOWNSHIP OF BLAIRSTOWN

WARREN COUNTY, NEW JERSEY

AND

THE WARREN COUNTY

POLICEMEN BENEVOLENT ASSOCIATION

LOCAL #280

BLAIRSTOWN UNIT

JANUARY 1ST, 1999 THROUGH DECEMBER 31ST 2001

**Prepared By:
Joseph DiGrazia, Mayor
Blairstown Township**

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PREAMBLE

THIS AGREEMENT, entered into on this 29th day of April, 1999, by and between the Township of Blirstown, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "The Township" , and the Warren County Police Benevolent Association (P.B.A), Local #280, hereinafter referred to as "The Association" , represents the complete and final understanding on all bargainable issues between the Township and the Association.

During the term of the Agreement, neither party shall 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.

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Article I ASSOCIATION RECOGNITION

.A. Sole Representation

The Township recognizes the Association as the sole representative of all permanent, full-time Police Officers of the Township of Blairstown Police Department (hereinafter referred to as "The Department"). Excluded are all other employees and Probationary Police Officers, except as otherwise provided for herein. Also excluded are Special Police Officers, Dispatchers and all other employees of the Township of Blairstown.

.B. Inclusive Language

The title of Policeman, or Police Officer, shall be defined to include the plural, as well as the singular, and to include males and females.

.C. Personnel

This Agreement shall NOT include the Chief of Police.

Article II P.B.A. BUSINESS

.A. Association Representative

The Association shall have the right to designate one (1) representative and one (1) alternate representative of the Department as an Association Representative to the P.B.A.

.B. Attendance at Association Meetings

1. Negotiations or Grievance Proceedings

Whenever a representative, or alternate representative, of the Department is scheduled to participate, during their regular working hours, in negotiations or grievance proceedings, the employee may be given time off with pay.

2. Scheduled Meetings

The representative, or alternate, of the Department may be granted time off with pay for attending regularly scheduled monthly meetings of the Association. The representative, or alternate, shall

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return to active duty, if scheduled to do so, immediately following the conclusion of all meetings.

3. Convention Delegate

If a representative of the Department is elected as a Delegate to a P.B.A. Convention, the delegate shall be allowed upto forty (40) hours unpaid leave to attend. The Township shall not be obligated to pay for any of the Delegate's expenses associated with the convention

.C. No Coercion

As a body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly, or indirectly, coerce, discourage, or deprive any member of the bargaining unit in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of the State of New Jersey, or the Constitutions of the State of New Jersey and of the United States of America.

.D. Non Discrimination - By The Township

The Township further agrees that it shall not discriminate against any member of the bargaining unit with respect to hours, wages, or any term or conditions of employment by reason of their membership or participation in any activities of the Association and its affiliates, collective negotiations with the Township, or the institutions of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any of the terms or conditions of employment, as prescribed by the statutes of the State of New Jersey.

.E. Non Discrimination - By The Association

The Association agrees to represent the interest of all Police Officers without discrimination and without regard to the Police Officer's organization membership. The Association further agrees not to engage in any conduct in violation of N.J.S.A. 34:13A-5.1(b).

.F. Employee's Option To Join

No employee shall be compelled to join the Association, but shall have the option to voluntarily join said Association.

Article III MANAGEMENT'S RIGHTS

.A. Township's Rights Preserved

The Township retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the Laws and Constitutions of the State of New Jersey and of the United States of America.

.B. Scope Of Management Rights

Nothing in this Agreement shall be deemed to limit or restrict the Township as an employer in any way in the exercise of the functions of management, including:

1. Manage

The right to manage, control and operate its facilities;

2. Hire / Discharge

To hire, promote, transfer, suspend, discipline, or discharge employees for just cause, subject to proper notice and an opportunity to be heard;

3. Overtime

Determine the limit of overtime to work, or layoff employees for lack of work or for any other proper reason;

4. Schedule Work

To schedule work subject to the terms of this Agreement;

5. Personnel Guidelines

To require the employees to observe the Township's rules and regulations, and, particularly, those items within the Personnel Guidelines of the Township of Blairstown, which are specifically modified by this Agreement; and

6. New Methods Of Operation

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To introduce new and improved methods of operation, install new facilities, or exchange existing methods of facilities.

.C. Exclusive Rights

All of the rights set forth in this Agreement are vested exclusively in the Township, subject to the Laws of the United States of America and the State of New Jersey.

.D. Agreement Subject To Law

To exercise all of the foregoing powers, rights, authority, duties and 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, and shall not be limited by the specific and express terms of this Agreement. The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify, existing applicable provisions of the State or Federal Laws, or regulations or Ordinances of the Township of Blairstown.

.E. Terms Of Employment

Matters effecting terms of employment shall be negotiated before they are established. The Township reserves the right to restrict terms of employment. (Title 34 P.E.R.C Act)

Article IV RIGHTS OF EMPLOYEES

.A. Police Officer's Status

Members of the force hold the unique status as Police Officers in that the nature of their office and employment involves the exercise of a portion of the Police Power of the Municipality and State Of New Jersey Laws. The security of the community depends, to a great extent, on the manner in which Police Officers perform their duties, and their employment is, thus, in the nature of a public trust. The wide ranging powers and duties given to the Department, and its members, involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior Officers designated by the Police Chief or Police Commissioner, or the Governing Body of the Township. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following rules are hereby adopted.

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1. **Interrogation Of Police Officers**

The interrogation of a member of the force, including a criminal matter, shall be at a reasonable hour, preferably when the member of the force is on duty, unless the existence of the investigation dictates otherwise.

2. **Place of Interrogation**

The interrogations shall take place at a location designated by the Chief of Police, which will usually be at Police Headquarters, or the location where the incident allegedly occurred. The Police Commissioner shall have the ability to establish the place of interrogation for any investigation being undertaken by or on his behalf of the Township Committee as a whole.

3. **Right To Know**

The member of the force under investigation shall be informed that he or she is under investigation.

4. **Conditions**

The questioning shall be reasonable in length and shall afford the employee an opportunity for meals, telephone calls and rest periods.

5. **Non-Threatening Conditions**

The member of the force shall not be threatened with transfer, dismissal or other disciplinary punishment.

6. **Right To Counsel**

During the proceedings, the Township shall afford an opportunity for the member of the force, if they so request, to consult with counsel. However, with respect to the Police Commissioner or his delegated civilian investigator, an Officer shall not have the right necessarily to have an attorney present during the interrogation.

7. **Daily Operations**

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Nothing herein shall be construed to deprive the Township, the Department, or its Officers, of the ability to conduct routine and daily operations.

Article V DUTY HOURS

.A. Hours Of Employment

The work schedule and salary of the Blairstown Township Police Department shall be computed on the basis of an eighty hour (80), fourteen (14) day pay period. The Annual salary shall be computed based on a two thousand eighty (2080) hour work year.

1. Work Schedule

Shall consist of twenty-four (24) hour coverage of the Township. Each Officer shall be entitled to a minimum of twelve (12) hours off duty between each shift. In the event of an emergency this clause may be waived in the sole discretion of the Chief Of Police. In any given fourteen (14) day pay period each Officer shall work six (6) twelve hour days and one (1) eight (8) hour day, totaling eighty (80) hours for the pay period. The rotation of days will include every other weekend off. In the event an Officer's schedule is changed and the Officer is not given twelve (12) hours off between shifts, that Officer shall be entitled to hour-for-hour compensatory time off for each hour less than twelve (12) hours off. The compensatory time off shall be used as soon as possible, with a deadline not exceed two (2) pay periods, in which case the Officer shall be paid at the regular rate of pay. Upon ratification of this agreement any and all accumulated compensatory time through 1998 shall be paid at December 31, 1998 rates. In addition any and all accumulated compensatory time for calendar year 1999 shall be paid at January 1, 1999 rates per the salary schedule for 1999.

2. Shift Change Notice

Where possible, there shall be seventy-two (72) hours notice given before a shift change is made. Compensatory time in the amount of four (4) hours shall be granted to an Officer who is required to work with less than seventy-two (72) hours notice. The compensatory time off shall be used as soon as possible, with a

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deadline not exceed two (2) pay periods, in which case the Officer shall be paid at the regular rate of pay.

.B. Call Out

If an Officer is called out for emergency work between 7pm and 7am the Officer shall receive a minimum of four (4) hours at the overtime rate of pay. Providing the Duty Officer agrees the emergency is over, the Officer shall be granted an opportunity to leave before the four (4) hours are up. If the emergency situation extends over the four (4) hour minimum the Officer shall receive overtime for any time over four (4) hours. If an Officer is called out for emergency work after 7am and before 7pm the Officer shall receive a minimum of two (2) hours at the overtime rate of pay. Providing the Duty Officer agrees the emergency is over, the Officer shall be granted an opportunity to leave before the two (2) hours are up. If the emergency situation extends over the two (2) hour minimum the Officer shall receive overtime for any time over two (2) hours. The term "call out" is applied to each time an Officer is called upon without notice to come on duty during non-scheduled hours, including appearances in state, county, municipal or other courts.

.C. Off-Duty Court Time

If an Officer is required to appear in court during his off-duty hours he shall receive a minimum of four (4) hours at his overtime rate of pay. If an Officer is finished with court he shall be granted the opportunity to leave before the four (4) hours are completed. If the court is scheduled for day time (ie between 9am and 4pm) and the Officer is required to be present then a good faith effort shall be made by the Officer to complete four (4) hours of work if not consumed during court.

.D. Court Time Good-Faith Effort Required

All Police Officers are required to make a good faith effort to determine if their appearance in Court is actually required. All employees shall check with the Clerk of the appropriate Court to determine if a previously scheduled Court appearance is actually required. Failure to make such a good faith effort may result in denial of overtime pay.

.E. Overtime Pay / Compensatory Time

All hours worked over and above an Officer's scheduled eighty (80) hours in a fourteen (14) day pay period shall be subject to overtime pay. The Officer may take compensatory time off at the rate of one and one half (1 1/2) hours off for each compensatory hour worked only after the request has been approved by the

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Chief Of Police. If the request is not approved by the Chief Of Police then the Officer shall be paid. The compensatory time off (if approved) shall be used as soon as possible, with a deadline not exceed two (2) pay periods, in which case the Officer shall be paid at one and one half (1 1/2) times the regular rate of pay. In the event of an emergency situation where overtime in excess of fifty (50) hours is required, additional overtime may be authorized by the Chief Of Police, but such additional overtime shall be approved by a majority vote of the total membership of the Township Committee at the next regular scheduled meeting.

.F. Breaks While On Duty

All Police Officers shall be entitled to one (1) hour of paid time off duty for lunch during his shift. This one (1) hour may be split into no more than three (3) break periods, including the lunch break.

.G. Duty Outside The Department

Requests for Police services, by outside groups, schools or contractors shall be offered to full-time Officers prior to offering this extra duty to Special Officers. The rate of pay for such extra duty shall be billed at the rate of \$40.00 per hour. The Township shall receive \$10.00 for each hour to cover the cost of insurance, and vehicle use. The Officer shall be paid at the rate of \$30.00 per hour.

.H. Shift Coverage

It is in the interest of public safety that Blairstown Township be covered with a minimum of two (2) Officers as often as possible. The Township shall make a good faith effort to have two (2) Officers on duty between 3pm and 3am a minimum of 4 days out of seven (7). This may be achieved with the hiring of Special Police Officers to cover the additional shifts. The twelve (12) hour shifts shall be as follows:

<i>Midnights</i>	<i>-</i>	<i>7:00 pm to 7:00 am</i>
<i>Days</i>	<i>-</i>	<i>7:00 am to 7:00 pm</i>
<i>Cover</i>	<i>-</i>	<i>3:00 pm to 3:00 am</i>

Each of these shifts shall be covered with a minimum of one (1) man per shift. At the sole discretion of the Chief Of Police he (the Chief) shall be authorized to schedule himself to cover any portion of any shift so as to satisfy the minimum requirements for shift coverage. In the event an Officer calls for a scheduled shift, or is scheduled off as approved by the Chief Of Police, that shift shall be offered as overtime to all full-time Officers available to cover it. If all full-time Officers are unavailable to cover the shift, the shift shall then be offered to a part-time special.

Article VI PERMITTED LEAVE

A. Sick Leave

All Officers covered under this contract are entitled to eighty (80) hours sick leave per year. Sick leave can be taken in increments of four (4) hours up to a maximum of twelve (12) hours per shift. Sick leave that is not used in the calendar year from January 1 through December 31 may be accumulated up to a maximum of twelve hundred (1,200) hours. Any accumulated sick time already accumulated in the form of "days" shall be converted into ten (10) hour days. However, regardless of the conversion the maximum number of accumulated sick hours shall not exceed twelve hundred (1,200) hours. Sick leave may be used when an Officer is unable to perform his duty due to illness, accident or exposure to contagious disease. Officers may also use this time to care for an ill immediate family member as defined by the Township bereavement policy upon presentation of acceptable medical evidence substantiating the illness. The annual allotment of sick hours shall be used first. In addition, any unused sick hours for the calendar year, at the discretion of the Officer may be paid at his regular rate of pay as of January 1 up to a maximum of forty (40) hours, with the remaining hours available to be carried over, not to exceed twelve hundred (1,200) hours..

B. Verification Of Sick Leave

Any use of the carried over sick time shall only be used when the Officer is out for thirty-six (36) consecutive shift hours or more and has submitted acceptable medical evidence substantiating the illness. Additional sick hours above eighty (80) hours per calendar year shall be authorized only after submitted acceptable medical evidence substantiating the illness.

1. Days Before / After Holidays

A Police Officer absent from work on either their last scheduled work day before the celebration of a holiday (Special Leave Days), or their next scheduled work day following the celebration of a holiday (Special Leave Days) may be required to submit proof of illness from a physician.

2. Proof Of Illness

The Township may require proof of illness from a physician for a Police Officer on sick leave, whenever such a requirement appears reasonable.

.C. Exposure To Contagious Disease

In the case of a leave of absence due to exposure to a contagious disease, a certificate from the Department of Health and Township physician is required.

.D. Abuse of Sick Leave

A Police Officer, who is found to have abused the sick leave provisions of this Agreement, shall be subject to disciplinary action, including suspension and / or dismissal in accordance with Department Rules And Regulations.

.E. Physical Examination

The Township may require a Police Officer, who has been absent on sick leave, to be examined by the Township physician, or a physician of the Township's choice, as a condition of returning to work. Such an examination shall establish whether the Police Officer is capable of performing his normal duties and that returning to work will not jeopardize the health other employees.

.F. Bereavement Leave

In the case of a death in the immediate family, a Police Officer shall be granted up to three (3) days bereavement leave. The immediate family shall be defined as the Police Officer's husband, wife, child, stepchild, mother, father, brother, sister, grandmother, grandfather. In the case of the death of an Officer's mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law one (1) day will be granted. Reasonable verification of the event is required by the Township.

.G. Military Leave

Military leave shall be granted according to Law.

.H. Personal Days

All Officers shall be granted a total of thirty-six (36) hours of personal time per calendar year. There shall be not carry over provision. Any personal time not used shall be lost. Personal time shall be used in twelve (12) hour increments only.

.I. Working Day Defined

For the purposes of Article VI (Permitted Leave), Article X (Holiday), and Article XI (Vacation) the words "working day" shall be defined as any day an Officer is

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scheduled to work in a normal fourteen (14) day period as prescribed in Article V (Duty Hours), Section A-1 (Work Schedule)

.J. Separation Of Employment

All unused leave in any form shall lapse and shall not be paid upon termination of employment with the exception of vacation time.

Article VII INSURANCE

.A. Insurance Coverage

The following insurance coverage, or the equivalent, will be provided by the Township for the Police Officers. The Township Committee, at its own discretion, may choose to self insure all or any part of the insurance coverage offered. The Township Committee may change carriers at any time when, in its opinion, coverage will be the same or better at a lower cost to the Township.

- 1) Blue Cross
- 2) Blue Shield
- 3) Blue Cross Emergency Rider
- 4) Rider J
- 5) Major Medical
- 6) Worker's Compensation
- 7) Policemen's Liability
- 8) Life Insurance As Provided By The Public Employees' Retirement System (PERS)
- 9) Dental Insurance Coverage, As Is Provided For All Other Township Employees

Article VIII WORKER'S COMPENSATION

.A. Worker's Compensation / Leave Time

The time during which the Police Officer receives benefits pursuant to worker's compensation the Township shall not charge this time against his or her sick leave or vacation time, provided the basis for the Police Officer receiving Worker's Compensation is casually related to an accident or injury arising out of or in the course of employment with the Township. Once an Officer reaches maximum medical improvement and benefits are no longer paid then accumulated sick shall be used if the Officer is still unable to work. After accumulated sick leave is used, any continued absence from work shall be uncompensated.

.B. Salary Continuation

The Township will continue to pay the Police Officer at his normal rate of pay, only while the Officer is receiving benefits under worker's compensation for a job - related injury or accident. Any worker's compensation income received by the Officer will be turned over to the Township Chief Financial Officer, who will deposit it into the Township's Account. This payment to the Township will partially offset the salary paid by the Township during the term of the work related injury. However, once an Officer reaches maximum medical improvement and is no longer receiving benefits, then the Officer shall utilize any accumulated sick leave or vacation time in the event that the Officer is still not able to return to work.

.C. Proof Of Continued Illness

The Township Committee may require, from time to time, that the Police Officer present a certification from a responsible physician certifying that the Police Officer is unable to return to work.

Article IX REIMBURSEMENTS

.A. Use Of Personal Auto

A Police Officer using his personal motor vehicle on official Police business, with the approval of the Chief of Police, will be compensated at the rate of thirty-two (32) cents per mile. The Police Officer shall be reimbursed for parking fees and tolls upon presentation of a receipt. The Police Officer shall be reimbursed for using their personal vehicle when they are required to attend Police School, or any other official Police business approved by the Chief of Police. The Township Committee reserves the right to provide Municipal vehicles for use by the Police Officer as an alternate to their use of personal vehicles.

.B. Cost Of Meals

All Police Officers assigned to work out of town during normal meal hours shall be reimbursed by the Township for meals in the amount of ten (10) dollars for each meal. An appropriate receipt and voucher must be submitted to the Township Committee for approval. Reimbursement for the meal allowance may be made by the Township Committee during its regular public meeting and need not be advanced to the Police Officer prior to that time.

Article X HOLIDAYS

.A. Special Leave Days

Due to the nature of the work of the police department, Officers must work on holidays. Each Officer shall receive one hundred twenty (120) hours paid "Special Leave Hours". Special leave hours shall be available for use in the beginning of the calendar year. If an Officer uses all of his allotted special leave time before the end of the calendar year and terminates his employment with the Township before observance of the holiday, the Officer shall be responsible to pay back the Township for those hours not earned. As provided in this section special leave hours shall not be carried over to the next calendar year. Any unused hours shall be lost without compensation. Special leave days are designated as ten (10) hours per day for a total of one hundred twenty (120) hours:

- 1) *New Year's Day*
- 2) *Martin Luther King Jr. Birthday*
- 3) *Good Friday*
- 4) *Memorial Day*
- 5) *Independence Day*
- 6) *Labor Day*
- 7) *General Election Day, 1st Tuesday in November*
- 8) *Veteran's Day*
- 9) *Columbus Day*
- 10) *Thanksgiving Day, fourth Thursday in November*
- 11) *Friday After Thanksgiving*
- 12) *Christmas Day*

In the event an Officer is scheduled to work on the observance of a given holiday, that Officer shall be paid one and one half (1 1/2) times his regular hourly rate. If an Officer is "called out" for an emergency situation or "scheduled" for overtime on a given holiday that Officer shall be paid at two (2) times his regular hourly rate. Special Leave Days must be used as time off. Any time not used during the calendar year shall be lost without compensation.

.B. Special Leave Day Exceptions

In the event that Vacation Time is used for a trip or celebration of a special nature, and the trip or celebration requires more continuous days than the Police Officer's vacation time allocation, the Chief of Police, at his sole discretion, may grant inclusion of up to three (3) Special Leave Days to be taken with the vacation. Requests for more than three (3) Special Leave Days must be approved by the Township Committee, with the consent of the Chief of Police.

Article XI VACATION

.A. Years / Days Granted

Vacation time shall be taken in eight (8) hour or twelve (12) hour increments only. Police Officers shall be granted vacation leave based upon the following schedule:

<i>Years of Service</i>	<i>Hours Granted Per Year</i>
<i>One (1) year anniversary to ten (10) year anniversary</i>	<i>Eighty (80) hours</i>
<i>Eleven (11) year anniversary to fifteen (15) year anniversary</i>	<i>One hundred twenty (120) hours</i>
<i>Sixteen (16) year anniversary to twenty (20) year anniversary</i>	<i>One hundred sixty (160) hours</i>
<i>Beyond twenty (20) year anniversary</i>	<i>One hundred sixty (160) hours plus eight (8) hours for every two (2) years of service to a max of two hundred (200) hours</i>

.B. Computation Of Vacation Benefits

Benefit years shall be computed as of January 1st and ending December 31st of the calendar year.

.C. Qualification For Benefits

A Police Officer shall not be entitled to vacation benefits until he has completed one (1) year of continuous service to the Township from the date of his employment.

.D. Vacation Scheduling

The Chief of Police shall attempt to schedule work, in so far as possible, to preclude changes in the vacation schedule.

.E. Vacation Requests

Requests for vacation shall be submitted at least two (2) months in advance to allow for scheduling by the Chief Of Police. In the event of an emergency

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situation the Chief Of Police may at his discretion revoke any previously agreed to vacation request.

.F. Vacation Change Request

Any Officer may change any requested days with the approval of the Chief Of Police. If due to staffing difficulties, an Officer is unable to use his allotted vacation time in the calendar year in which it was earned, the Officer shall be entitled to carry over to the next calendar year the unused vacation, with a maximum carry over not to exceed forty (40) hours per calendar year. The total amount of accumulated vacation leave shall not exceed forty (40) hours. If an excess occurs for any give year the excess over forty (40) hours shall be paid at the Officer's regular rate of pay at the time the excess was established.

.G. Vacation Not Accruable

All vacation hours must be taken during the calendar year in which the vacation leave is earned, with the exception as provided in Article XI (Vacation), Section F (Vacation Change Request). In the event any carried over vacation time exceeds a total of forty (40) hours, the Officer shall be entitled to his regular rate of pay as of December 31 for the calendar year the excess occurred for the hours above forty (40). Any unused vaction leave shall be lost without compensation upon retirement or termination from employment.

Article XII PROFESSIONAL DEVELOPMENT

.A. Course Reimbursement

The Township will reimburse up to seventy-five (75) percent of the cost of tuition to all Police Officers, who have enrolled and satisfactorily completed college level courses in the field of Law Enforcement, Public Safety or Criminal Justice, at a fully accredited NJ college or university.

.B. Course Approval

All courses must be approved by the Chief of Police.

.C. Reimbursement Eligibility

To be eligible for reimbursement, the Police Officer must receive a grade of C or seventy (70) or a Pass if graded in Pass / Fail.

.D. Maximum Reimbursement

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A Police Officer shall be reimbursed for up to a maximum of twelve (12) credits per academic year (September through June).

.E. Payments By The Township

Any payment by the Township for tuition and / or books shall be the excess of costs, after all other educational benefits available to or used by the applicant, including grants, scholarships or other available benefits for which the Police Officer may be eligible, have been used.

.F. Timely Payments

All vouchers submitted for payment pursuant to this Article shall be paid within forty-five (45) days, however, they must be accompanied by a transcript of grades demonstrating satisfactory completion of the course.

Article XIII SALARY / STEPS AND GRADES

.A. Class / Grade Determination

Patrolman shall be classified in class and the class shall be determined by the years of service the Officer has with the Township. The class shall be determined in accordance with the anniversary date of the Patrolman's temporary appointment or promotion. The Officer shall move up one class on the schedule, on their anniversary date.

Recruit shall be defined a person whom is hired as a Patrolman with the Township but is awaiting or is currently attending the basic police training course at an appropriate facility.

Probationary Officer shall be defined as an Officer whom is employed as a Patrolman with the Township and has graduated from an appropriate police training facility and / or holds a current police training commission certificate, and has less than one (1) year of service to the Township.

*Allen
Vincent*

Officer 4th Class shall be defined as a Patrolman with the Township at least one (1) year but less than two (2) years service to the Township.

Officer 3rd Class shall be defined as a Patrolman with the Township at least two (2) years but less than three (3) years service to the Township.

Officer 2nd Class shall be defined as a Patrolman with the Township at least three (3) years but less than four (4) years service to the Township.

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Officer 1st Class shall be defined as a Patrolman with the Township at least four (4) years but less than five (5) years service to the Township.

Senior Patrolman shall be defined as a Patrolman with the Township at least five (5) years service to the Township.

Sergeant / Detective Sergeant shall be attained only after recommendation by the Police Commissioner with the advice and consent of the Township Committee.

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.B. Promotion

Promotions shall be at the sole discretion of the Township Committee upon recommendation from the Police Commissioner.

.C. Meritorious Service

All salary increases shall be based on meritorious service as determined by the Chief of Police and the Township Committee.

.D. Discipline / Salary

The Chief of Police may exercise disciplinary action in accordance with the Department's regulations, or in the alternative, the Chief of Police may recommend to the Township Committee that up to, but not more than one-half (1/2) of the salary increment due an Officer in the next contract year be withheld from his annual pay. Such recommendations shall be reviewed and determined by the Township Committee.

.E. Salary Schedule

The Township of Blirstown and the Warren County P.B.A., Local #280, hereby agree to the following salary schedule for the years 1999, 2000 and 2001.

<i>Class</i>	<i>1999</i>	<i>2000</i>	<i>2001</i>
<i>Recruit</i>	<i>\$28,500</i>	<i>\$29,500</i>	<i>\$30,550</i>
<i>Probation</i>	<i>30,800</i>	<i>31,850</i>	<i>33,000</i>
<i>Class 4</i>	<i>34,050</i>	<i>35,250</i>	<i>36,300</i> <i>Down</i>
<i>Class 3</i>	<i>36,450</i>	<i>37,750</i>	<i>38,850</i>
<i>Class 2</i>	<i>38,850</i>	<i>40,200</i>	<i>41,400</i> <i>Down</i>
<i>Class 1</i>	<i>41,000</i>	<i>42,450</i>	<i>43,700</i> <i>Down</i>
<i>Senior</i>	<i>42,500</i>	<i>44,000</i>	<i>45,300</i>
<i>Sergeant / Detective Sergeant</i>	<i>49,600</i>	<i>51,300</i>	<i>52,850</i>

Article XIV CLOTHING / EQUIPMENT ALLOWANCE

.A. Clothing And Equipment Allowances

The Township agrees to provide Police Officers with a clothing and equipment allowance to be used for the purchase of their uniforms and equipment. Payment shall be made by the Township directly to the Officer through the purchasing agent of the Township. The Officer shall submit a voucher with an applicable receipt designating the particular item for which the allowance is requested. The Officer shall be responsible to return or reimburse the Township for all equipment purchased for him during his time in service of the Township. It shall be understood that any and all equipment purchased under this section of the Agreement is the property of the Township of Blairstown. The allowance for clothing and equipment shall be \$650.00 per year, except for initial issue of uniform as a recruit.

.B. Clothing And Equipment Maintenance

The Township agrees to be responsible for all professional dry cleaning costs of the Officer's uniforms. The Township shall enter into an agreement with a local dry cleaning establishment for the purpose of uniform maintenance. The terms of said agreement shall be agreed to by the body and Township Committee. The Officer may bring his uniform to this designated business to be cleaned as often as is required at no cost to the Officer. The Officer may, at his own discretion, have his uniforms cleaned at their own expense with any dry cleaning establishment desired. Each Officer shall be expected to have his uniforms and equipment in neat and good working order. Every Officer shall be subject to spot inspections by a superior Officer. If in the line of duty an Officer's uniform or equipment becomes damaged the Township agrees to repair or replace that article at no cost to the Officer. Damage done in the line of duty shall be determined at the sole discretion of the Chief Of Police. In the event that a Township Police Car becomes disabled, damaged or otherwise rendered not usable while on duty, an investigation shall be conducted at the sole discretion of the Chief Of Police. If the cause is determined, solely by the Chief of Police, to have been caused by willful and wanton actions of the Officer(s) assigned or responsible for said vehicle, the Officer(s), at the sole discretion of the Chief of Police may be subject to disciplinary action.

.C. Body Armor Provided

Officers are increasingly coming into contact with dangerous armed persons. The use of protective body armor has saved many an Officers life and in numerous cases saved the Officer from receiving serious injuries. The Township agrees to

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provide each Officer with one (1) set of protective body armor to be approved by the Chief Of Police at no cost to the Officer. The Township further agrees to replace the body armor every five (5) years as recommended by the manufacturer at no cost to the Officer.

Article XV LONGEVITY REWARD

.A. Bonus

In an effort to encourage police Officers to remain with the Township the following bonus schedule shall be offered and paid in the last pay period between December 1 and December 31 of the calendar year it was earned.

<i>Years Completed</i>	<i>Bonus Paid</i>
<i>Four (4) years</i>	<i>1.75% base salary as of December 31 of calendar year</i>
<i>Five (5) years</i>	<i>2.25% base salary as of December 31 of calendar year</i>
<i>Six (6) years</i>	<i>2.50% base salary as of December 31 of calendar year</i>
<i>Seven (7) years</i>	<i>3.00% base salary as of December 31 of calendar year</i>
<i>Eight (8) years</i>	<i>3.25% base salary as of December 31 of calendar year</i>
<i>Nine (9) years</i>	<i>3.50% base salary as of December 31 of calendar year</i>
<i>Ten (10) years</i>	<i>3.75% base salary as of December 31 of calendar year</i>
<i>Eleven (11) years +</i>	<i>4.00% plus 0.25% base salary as of December 31 of calendar year for every year completed over eleven (11). (For example an thirteen (13) year veteran shall be entitled to 4% + [(0.25)%]*2 or 4.5% of his base salary for completion of his thirteenth (13) year.)</i>

Article XVI GRIEVANCE PROCEDURE

.A. Definition

A “grievance” shall mean a claim by an Officer or group of Officers that there has been a misrepresentation, misapplication or violation of policies, Agreements or an administrative decision affecting them.

.B. Time Limit

A grievance to be considered under this procedure must be initiated by the Officer within five (5) calendar days of the date of the alleged misinterpretation, misapplication or violation of this Agreement, the policy or administrative decision in question.

.C. Rights Of Representation

The grievant may be represented at all stages of the grievance procedure by himself, or at his option, a representative of the Association.

.D. Step I

An Officer with a grievance shall first file it in writing with the Chief of Police, in an effort to resolve it informally. The Chief of Police shall act on the grievance within five (5) calendar days after its presentation to him and confirm his decision in writing.

.E. Step II

If the grievant desires to appeal the decision of the Chief of Police, he shall file his grievance in writing with the Township Clerk within five (5) calendar days of the Chief of Polices' decision. the presentation shall include copies of all documents related to the grievance. The matter will be considered by the Township Committee no later than thirty (30) days following the receipt of the appeal by the Township Clerk. The grievant may appear and be heard. A decision of the Township Committee will be given the grievant in writing within fifteen (15) calendar days following the date of the hearing.

.F. Step III

For grievances involving the terms of this Agreement only, which are not settled or resolved at the Township Committee level, the grievant shall have the right to submit the grievance to binding arbitration within fifteen (15) days in accordance with the rules and procedures of the Public Employment Relations Commission. The assigned arbitrator shall be mutually agreed upon in advance of the hearing. The arbitrator's decision shall be set down in writing and shall set forth his findings of fact, reasoning and conclusion on the issue submitted. The arbitrator shall be without power to make any decision, which requires the commission of an act prohibited by law. The decision of the arbitrator shall be submitted in writing to both the employee and the Township simultaneously and shall be binding upon both sides.

.G. Cost For The Arbitrator's Services

The cost of the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expense, and the cost of the hearing room, shall be born equally by the Township and the employee. Any other expense incurred shall be born and paid for by the party incurring the same.

.H. Grievance Is Deemed Settled

A grievance shall be deemed mutually settled and resolved when, during Step I and Step II in the grievance procedure, the Chief of Police, or the Township Committee, as the case may be, shall give written notice to the grievant that the matter has been settled. Said written notice may be a notation upon the original notice of grievance, or by separate notation. Grievant shall sign such written notice upon request as evidence of his acceptance.

.I. Dismissal Of Probationary Officer

The Township shall have the sole right to dismiss a Probationary Officer for cause or reasons as determined by the Chief of Police or the Township Committee and such dismissal shall not constitute grounds for a grievance by the Association or the Probationary Officer.

Article XVII NO STRIKE PLEDGE

.A. No Work Stoppage

The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A., nor any person acting in its behalf will cause, authorize, condone, or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walk out or other job action, which interferes with the normal operation of the Township or the Police Department. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

.B. Grounds For Discipline

In the event of a strike, work stoppage, slow down or other job action interfering with the normal operations of the Department, it is covenanted and agreed that the participation in any such activity by an employee covered by this Agreement shall be deemed grounds for discipline of such employee or employees, subject, however, to the Grievance and the provisions of Title 40.

.C. P.B.A. Affirmative Action

The P.B.A. will actively discourage any of its members, or persons acting in their behalf, from taking job action interfering with normal operations and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.

Article XVII PERSONNEL FILES

.A. Personal History Files

A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police and a duplicate copy shall be maintained in the office of the Township Clerk.

.B. Review Of Personal Files

Any member of the Police Department may review their Personal History File after receiving the consent of the Police Chief and / or the Township Clerk. An appointment to review the Personal History Files must be made with the Police Chief, or the Township Clerk.

.C. Written Complaints / Rebuttal

Whenever a written complaint concerning an Officer or his action is to be placed in his personal history file, a copy shall be made available to him, and he shall be given an opportunity to rebut it if he so desires, and shall be permitted to place his rebuttal in his file.

.D. Maintenance Of File

All personal history files shall be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed therefrom by any person without the express consent of the Township Committee.

Article XIX SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees is held to be invalid by operation of law or by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the invalid provision only, consistent with the law relating to negotiations and the interest arbitration as set forth in the N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect and shall not be affected thereby.

Article XX FULLY BARGAINED AND SETTLEMENT

.A. Complete Agreement

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

.B. Rights Preserved

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to Blairstown Police Officers, which are not specifically set forth in this Agreement, shall be maintained at the same standards in effect at the time of commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

.C. Non-Limiting Intent

Unless contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment application to any Blairstown Police Officer pursuant to any rules, regulations, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

Article XXI DURATION OF THIS AGREEMENT

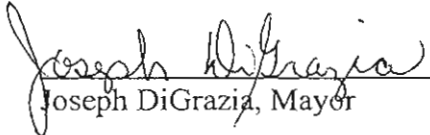
This Agreement shall be in full force and effect as of January 1, 1999, and shall remain in effect to and including December 31, 2001, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor less than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.


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IN WITNESS THEREOF, the parties have hereunto set their hands and seals at the Township of Blairstown, New Jersey on this 29th day of April, 1999.


TOWNSHIP OF BLAIRSTOWN
WARREN COUNTY, NEW JERSEY


PATROLMEN'S BENEVOLENT
ASSOCIATION OF NEW JERSEY
LOCAL # 280


Joseph DiGrazia, Mayor


Police Officer Steve Browns


Anita Ardia, Committeewoman


Police Officer Christopher Hirko


Patricia Kolb, RMC