

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

TOWN OF BELVIDERE

Warren County

New Jersey

and

WARREN COUNTY

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 2 8 0

January 1, 2022 through December 31, 2025

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THIS AGREEMENT is made and entered into this 6 day of July, 2022,

BY

THE TOWN OF BELVIDERE,

a municipal corporation of the State of New Jersey (hereinafter "Town"),

AND

WARREN COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 280,

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

WITNESSETH:

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

Article 1.

RECOGNITION AND UNIT

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

1.2 Unit Description: The term "employee" and "employees" shall mean all permanent, full-time police officers, Corporal, and Sergeant. The parties recognize that there is presently classifications of Corporal and Sergeant.

1.3 The Terms “employee” and “employees” shall not include the police chief, temporary, special police officers, or C.E.T.A. employees or civilian dispatchers, craft and clerical employees of the police department.

1.4 For the purposes of this Agreement, it is understood that the term “day(s)” is deemed to mean an employee’s regular daily tour of duty.

1.5 If both parties to this Agreement agree to any change(s) in this contract, the contract may be amended to include the agreed upon change(s), without the necessity to re-negotiate this Agreement as required by Article 17.

Article 2.

NON-DISCRIMINATION

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

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

Article 3.

MANAGEMENT RIGHTS

3.1 The Town of Belvidere hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States including, but without limiting the generality of the foregoing, the following rights:

3.2 The executive management and administrative control of the Town government, and its properties and facilities, and activities of its employees, by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Town.

3.3 To make rules of conduct and procedure, to use improved methods and equipment, to determine work schedules and tours of duty, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3.4 To make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the department after advance notice thereof to the employees.

3.5 To hire all employees, and to promote, transfer, assign or retain employees in positions within the Town.

3.6 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

3.7 To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

3.8 The Town reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the department.

3.9 In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Town, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

3.10 Nothing contained herein shall be construed to deny or restrict the Town of its rights, responsibilities, and authority under R.S. 40 and 40A, or any other national, state, county, or local laws, or regulations.

Article 4.

ASSOCIATION RIGHTS

4.1 It is agreed that the Association shall be entitled to the following rights:

4.2 Upon prior notice to and authorization of the Police Chief or designated representative, the designated Association representatives shall be permitted as members of the grievance committee to confer with employees and the Town for specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without the loss of pay, provided the conduct of said business shall not diminish the

effectiveness of the Town of Belvidere Police Department or require the recall of off-duty employees. Such authorization shall not be unreasonably denied.

4.3 At the sole discretion of the Police Chief or his designee, an employee regularly scheduled for a specific tour of duty may exchange tours of duty with any other regular full-time member of the Belvidere Police Department, if such change is agreeable to the other member of the Police Department, and provided that no overtime pay or other financial burden may be brought to bear on the Town of Belvidere as a result of such change in tours of duty and provided that the efficiency of the department is not diminished. Said tour of duty changes shall also be granted where said tour of duty change creates a double tour of duty for either employee.

4.4 Up to a maximum of two (2) designated representatives of the Association shall be permitted time off without loss of regular straight time pay to attend negotiating sessions. Said representatives shall receive approval from the Police Chief to be absent from duty and shall be in uniform subject to call during negotiating sessions. The Association shall inform the Town in writing of the names of such representatives and any change thereof.

4.5 Employees shall have the right to inspect their own personnel file on reasonable notice and at reasonable times and places together with their respective designated legal representative, provided that a designated superior officer is present at the time of inspection.

4.6 The Town agrees to grant the state delegate, or his/her alternate, the necessary time off without loss of his/her regular pay to attend the state and national convention of the Policemen's Benevolent Association.

Article 5.

NO STRIKE PLEDGE

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

5.2 The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, or from supporting any such action by any other employee or group of employees of the Town, and that the Association will publicly disavow such action and order any such member(s) who participates in such activity to cease and desist from same immediately

and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.

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

Article 6. **HOURS OF WORK**

6.1 Except in an emergency, employees shall work the basic schedule established by the Town Governing Body through the Chief of Police or his designee. Each employee will be allowed one-half (½) hour for a meal and one (1) fifteen (15) minute break per tour of duty but will be subject to call during this time.

6.2 Regular employees shall work according to a basic schedule established by the Town Governing Body. The detailed schedule is to be posted on a monthly basis by the Chief of Police or his designee, at least two (2) weeks in advance. Special officers shall be scheduled by the Chief of Police or his designee as needed, but not without offering this duty to regular officers beforehand.

6.3 The work schedules shall be established by the Town, through the Police Chief and the Town shall have the right, for efficiency of its operations, to make changes in starting and stopping times of the daily work schedule and to vary from the daily or weekly work schedule.

6.4 The parties further agree that they shall discuss changes in the daily or weekly work schedule which may be necessitated for the efficient operation of the work force prior to implementation of such changes. The Association shall have the right to submit written recommendations with respect to any such changes.

Article 7. **WAGES AND PREMIUMS**

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

7.2 Salary Schedule: Annual salaries for each step shall increase 3% for 2022, 2% for 2023, 3 % for 2024 and 2% for 2025, in accordance with the following schedule: Patrolman Step 10 will be frozen for years 2024 and 2025 with the percentage rate for 2024 being placed in the 2024 Sergeant position and 2025 percentage rate placed in the 2025 Corporal position:

Years of Service	2022	2023	2024	2025
Officer in Training	\$39,685	\$39,685	\$39,685	\$39,685
Patrolman Step 1 (upon successful completion of Police Academy)	\$57,230	\$58,374	\$60,125	\$61,327
Patrolman Step 2 (After 1 full year of service in Step 1)	\$61,599	\$62,830	\$64,714	\$66,008
Patrolman Step 3 (After 1 full year of service in Step 2)	\$65,968	\$67,287	\$69,305	\$70,691
Patrolman Step 4 (After 1 full year of service in Step 3)	\$70,335	\$71,741	\$73,893	\$75,370
Patrolman Step 5 (After 1 full year of service in Step 4)	\$74,703	\$76,197	\$78,482	\$80,051
Patrolman Step 6 (After 1 full year of service in Step 5)	\$79,073	\$80,654	\$83,073	\$84,734
Patrolman Step 7 (after 1 full year of service in Step 6)	\$83,440	\$85,108	\$87,661	\$89,414
Patrolman Step 8 (After 1 full year of service in Step 7)	\$85,834	\$87,550	\$90,176	\$91,979
Patrolman Step 9 (After 1 full year of service in Step 8)	\$88,107	\$89,869	\$92,565	\$94,416
Patrolman Step 10 (After 1 full year of service in Step 9)	\$97,651	\$99,604	\$99,604	\$99,604
Corporal	\$100,420	\$102,428	\$105,500	\$109,661
Sergeant	\$103,191	\$105,254	\$111,399	\$113,626

Upon approval of the Agreement, all officers will be placed in their respective step and receive 2022 wages retroactive to January 1, 2022.

7.3 Overtime Compensation: Employees shall be required to work forty (40) hours per week pursuant to the tours of duty to be established by the Police Chief. When an employee is requested to work in excess of his/her regularly scheduled work week, the employee shall receive one and one-half (1.5) times his/her regular rate of pay for all hours worked in excess of his/her regularly scheduled work week. Regular rate of pay shall be defined, for purposes of this Agreement, as the rate of pay per hour for an employee's pay step within the pay grade assigned in Section 7.2 of this Article. Overtime shall be distributed equitably and fairly amongst all officers on a rotating basis based upon seniority starting with the most senior officer.

7.4 Court Pay: An employee who is required to attend court, outside his/her normal tour of duty, in the course of official business shall receive pay for a minimum of two (2) hours at the overtime rate of pay or actual number of hours in attendance at court, whichever is greater. For purposes of this section, attendance at court shall be deemed to apply to any mandated appearance in municipal, superior court, or administrative proceeding.

7.5 On-Call Court: An employee who is required to be on-call for a district or superior court case shall receive pay for a minimum of (2) hours at their overtime rate of pay or the actual number of hours on call, whichever is greater, unless the on-call period coincides with their normal tour of duty.

7.6 Call-Out Pay: An off-duty employee recalled to active duty shall receive a minimum of two (2) hours of pay at the employee's overtime rate or the actual number of hours worked, whichever is greater. The Town shall have the right to retain the employee on duty for the minimum time period.

Article 8. **TRAVEL ALLOWANCES**

8.1 Mileage Compensation: If, at any time, any employee is required by the Police Chief to use his/her personal vehicle when an official Town vehicle is not available for police business, mileage shall be paid at the rate of fifty-two (\$.52) cents per mile traveled. This compensation will also include reimbursement of parking fees and tolls upon presentation of appropriate receipts.

8.2 Whenever an officer is required to be out of Town to attend any school, seminar, training session, court, or while conducting an investigation, the employee shall be reimbursed for any appropriate meals in the amount of the meal receipts, but it is understood that reimbursement will not exceed any of the amounts stated below:

- | | | |
|-------|-----------|---------|
| (i) | Breakfast | \$10.00 |
| (ii) | Lunch | \$15.00 |
| (iii) | Dinner | \$20.00 |

8.3 The Town shall also provide compensation to the employee for any lodging if it is determined impractical for the employee to travel to his/her residence. This determination shall be made at the sole discretion of the Police Commissioner.

Article 9. **UNIFORMS AND EQUIPMENT**

9.1 The Town shall provide all uniforms and equipment, including firearms and ammunition, as prescribed by the Police Chief.

9.2 The Town will pay for all cleaning and maintenance of uniforms and equipment

Article 10.

INSURANCE BENEFITS

10.1 Health Benefits for Existing Employees: The Town shall provide enrollment for the employee and his or her dependents, if the dependents qualify under the Town's insurance carrier, in the hospital and medical plan presently in existence for the Town employees or better. Chapter 78 contributions shall be made in accordance with the NJ State Statute. The Town agrees to provide dental (see 10.5) coverage as part of its benefits package which is available under the state's medical plan. Employees shall contribute to the cost of their health insurance in accordance with the fully phased in contribution rate as established by P.L. 2011 c. 78.

10.2 Health Benefits Upon Retirement: The Town agrees, subject to the eligibility requirements of the health insurance in existence at this time, that it will continue to enroll the retired employee for a maximum of eighteen (18) months after his/her last day of employment with the Town of Belvidere but said employee shall be responsible for payment of the applicable premium. After such eighteen (18) months, the Town shall continue to cover such retired employee under the Town's policy for health insurance coverage for retired employees if such policy exists at the time of his/her retirement.

10.3 To qualify as a retired employee for the purposes of this Article, an employee must have had at least fifteen (15) years of completed service with the Town of Belvidere.

10.4 The Town shall, in addition to any other vision benefits available through existing insurance, reimburse employees for the cost of eyeglasses/contacts upon submission of documented expenditure for the same, in the following annual amounts: \$300.00 for employees with family coverage, \$200.00 for employees with coverage for a spouse and/or child, and \$100.00 for employees with single coverage.

10.5 The Town shall provide enrollment for the employee and his or her dependents if the dependents qualify under the Town's insurance carrier in one of the five (5) Dental Plan Organizations (DPOs) offered under the State Health Benefits Program (SHBP) or equivalent. The Plans shall be offered at the maximum employee contribution rate of 50%.

Article 11.

LEAVES

11.1 Annual Vacation Leave:

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

<u>YEARS OF SERVICE</u>	<u>ANNUAL VACATION LEAVE</u>
In the first calendar year of service:	
A. If began work in the 1 st quarter of that year	Three (3) working days = 36 hours
B. If began work in the 2 nd quarter of that year	Two (2) working days = 24 hours
C. If began work in the 3 rd quarter of that year	One (1) working day = 12 hours
D. If began work in the 4 th quarter of that year	Zero (0) working days

First calendar year of service

Through One (1) year of service	Three (3) working days for the year = 36 hours
Two (2) years through Four (4) years	Seven (7) working days per year = 84 hours
Five (5) years through Nine (9) years	Ten (10) working days per year = 120 hours
Ten (10) years to Nineteen (19) years	Fourteen (14) days = 168 hours
Twenty (20) years and over	Seventeen (17) days per year = 204 hours

One (1) day equals twelve (12) hours as per amendment of September 6, 2011.

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

(iii) An employee who retires, voluntarily resigns or dies, shall be entitled to the payment of all accrued annual leave.

(iv) All vacations shall be granted at annual salary rates based on the employee's regular rate as defined in this Agreement.

(v) At the employee's option, up to one half of the employee's vacation days earned may be waived and the employee paid for that vacation time based on the employee's regular rate (12-hour day). Unused vacation time shall be taken during the current calendar year and reasonable efforts be made to give the employee the time of his choosing unless the Town, at its sole discretion, determines that the vacation cannot be taken because of work scheduling

conflict. Any unused vacation resulting from a work scheduling conflict may be carried forward into the next succeeding year only and will be scheduled by the Police Chief to be taken in that succeeding year. Employees will advise the Chief of Police by July 1st each year of purchasing vacation time.

(vi) All employees shall be guaranteed to take at least five (5) of their vacation days during the summer period. For the purposes of this Agreement, the summer period is between June 15 and September 15.

11.2 Personal Days: All full-time employees shall be entitled to three (3) paid personal days annually, which equals 36 hours. Personal days shall not accumulate from year to year and are waived without payment if not taken.

11.3 Emergency Leave:

(i) Emergency leave of five (5) working days shall be granted without loss of pay for the death of any of the following: child, mother, stepmother, father, stepfather, and spouse.

(ii) Emergency leave of three (3) working days will be granted without loss of pay to attend the funeral of any of the following: father-in-law, mother-in-law, brother, sister, or grandparent.

(iii) All such leave shall not be taken until the immediate supervisor is notified.

(iv) In the event of a death in an officer's family not specifically mentioned above, one (1) sick day will be granted with approval of the Police Chief.

(v) All leave must be exercised during the week following the death of any family member referenced herein.

11.4 Sick Leave:

(i) Sick leave is defined as the absence of an employee because of illness, exposure to contagious disease, non-work-related injury, or the need to care and attend to an immediate family member who is seriously ill and requires the care and attendance of such employee.

(ii) Employees shall be entitled to twelve (12) days of leave in each calendar year for sick leave with pay at the employee's regular rate.

(iii) Any employee who shall be absent from work for three (3) or more consecutive working days for sick leave or more than twelve (12) working days in any calendar year, shall be

required to submit acceptable medical evidence substantiating the illness at the employee's expense.

(iv) If an employee is absent from work for reasons that entitle him to sick leave, the Police Chief, or designated Supervisor, in the absent of the Chief, shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which the employee is unable to work, except in the case of an emergency. Failure to notify may be cause for denial of the use of sick leave for that absence and result in disciplinary action.

(v) In case of sick leave due to exposure to a contagious disease, a report from an approved practicing physician may be required before the employee is allowed to return to work.

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

(vii) Upon the death of an employee, the employee's family shall be entitled to payment at regular rate for one-half ($\frac{1}{2}$) of the accumulated sick leave to a maximum payment of two thousand five hundred dollars (\$2,500.00). Accumulated sick leave shall be paid in quarterly payments beginning the first month following the employee's death.

11.5 Compensation Upon Retirement: Upon legal retirement from the Belvidere Police Department, 100% of the employee's accumulated sick leave shall be paid to the employee at their current rate of pay, not to exceed the sum of fifteen thousand dollars (\$15,000.00). The payment of sick leave upon retirement for employees hired after December 31st, 2018 shall not exceed the sum of ten thousand dollars (\$10,000.00)

Article 12. **HOLIDAYS**

12.1 All full-time employees shall be entitled to the following holidays which are included in the base salary:

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Martin Luther King Day

Christmas Day

12.2 All full-time employees who work a regular tour of duty on a selected holiday shall receive as additional compensation, compensation at his/her regular rate of pay for each hour worked within that twenty-four (24) hour holiday period.

12.3 Holiday pay shall be paid to the employee within the pay period in which the holiday occurred.

Article 13.

OUTSIDE EMPLOYMENT AND ACTIVITIES

13.1 The Town agrees that the employee shall be entitled to engage in any lawful activity and obtain lawful work while off-duty, if approved by the Police Chief, in advance.

(i) It is understood that the employee will consider his/her position with the Belvidere Police Department as his/her primary employment and that no secondary employment will interfere in any way with their primary. It is also understood that this secondary employment or activity shall not constitute any conflict of interest.

(ii) All outside employment shall be listed with the Police Chief. This information shall include the employer's name, address, phone number, and the employee's work schedule along with a brief description of the work in which the employee will be involved.

13.2 No employees planning to or engaging in any outside employment or activity during their off-duty hours shall be permitted to wear the regulation uniform except for work performed on behalf of the Town, Board of Education, or otherwise specifically authorized by the Town in advance.

13.3 Physical Fitness: The Town will provide the sum of four hundred dollars (\$400.00) annually to be applied towards a fitness/health club of the employee's choice upon the presentation of proof of membership (membership must be a minimum of one (1) year). All receipts for gym memberships will be turned in no later than October 1st each year.

13.4 Officers may be assigned to perform traffic or other duties, in uniform, in the Town or other municipalities in Warren County, when a third party that requires or requests such services. All extra-duty work performed for a third party shall be paid to the Town at hourly rates to be established by the Town Council. Officers shall be paid for each hour of work performed for a third party at the Sergeant's overtime rate of pay. In the event third party work is

performed outside of the Town, Officers shall be paid for each hour of work at the Sergeant's overtime rate of pay or the rate paid to Officers of the municipality in which the work is performed, whichever is greater. The Chief or his designee shall post all extra duty work on the scheduling board on a daily basis. Officers shall select extra duty work on the basis of seniority, in rotation, for the purposes of equalizing said assignments. If an officer refuses an extra duty assignment, it shall be considered an assignment and he shall go to the bottom of the rotation.

13.5 The Town agrees to reimburse Officers for any accredited course taken in furtherance of an Associate's, Bachelor's and/or master's degree. The rate for this reimbursement is 50% with a grade of B and 75% with a grade of A, or equivalent numerical grade. The town shall establish annually the total budget for educational reimbursement, which said amount shall not be more than Ten Thousand (\$10,000) dollars. These funds will be available on a first come, first serve basis. Any officer that voluntarily resigns his/her employment with the Town shall reimburse 100% of any educational monies advanced in the twenty-four (24) months prior to resignation, 50% of any educational monies advanced twenty-five to forty-eight (25 to 48) months prior to resignation.

Article 14.

INVESTIGATION OF POLICE OFFICERS

14.1 In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

14.2 The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

14.3 The interrogation shall take place at a location designated by the Police Chief. Usually, it will be at police headquarters or the location where the incident allegedly occurred.

14.4 The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise that member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, the member should be so informed at the initial contact.

14.5 The questioning shall be reasonable in length. Fifteen (15) minutes shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

14.6 The member of the force shall not be subject to any offensive language, nor shall the member be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

Article 15.
GRIEVANCE PROCEDURE

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

15.2 Actionable Grievances: The term “grievance” as used herein means a complaint or controversy arising out of the interpretation, application, or alleged violation of a bargain-able issue that is the subject matter of the terms and conditions of this Agreement. A grievance may be pursued by an individual employee, group of employees, the Association on behalf of one or more employees, or by the Town.

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

STEP ONE

A party with a grievance shall verbally notify the Police Chief of the nature and extent of the grievance within fifteen (15) calendar days following the event giving rise to same.

STEP TWO

If the grievance is not resolved within five (5) business days after having been brought to the attention of the Police Chief, the aggrieved party may present the grievance in written form within five (5) business days thereafter to the Police Chief. The written grievance at this step shall contain relevant facts and a summary of the preceding oral discussion, the applicable section of the Agreement violated, and the remedy requested by the grievant. The Police Chief or his designated representative will answer the grievance, in writing, within ten (10) business days of receipt of the written grievance.

STEP THREE

In the case of an employee or the Association, an appeal of the resolution to the grievance, as determined by the Police Chief, can be made in writing to the Municipal Clerk within ten (10) business days of notification of the decision of the Police Chief. This presentation shall include copies of the previous correspondence relating to the matter in dispute. The matter will be considered by the Town Council no later than its second regular monthly meeting following receipt of the appeal. The aggrieved party, or parties, may appear and be heard before the Town Council. A decision by the Town Council will be given to the aggrieved parties, in writing, fifteen (15) business days following the date of the hearing.

STEP FOUR

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

15.4 Grievance by the Town: Notwithstanding the provisions of Section 15.3, in the event the Town has a grievance, it shall be entitled to proceed directly to mediation or arbitration pursuant to the rules and regulations of PERC.

15.5 The time limits expressed in this article shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last proceeding step shall be deemed conclusive. If a decision is not rendered within the prescribed time for decision at any step in the grievance procedure, the grievance shall be deemed to have been denied.

Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

Article 16.

SEPARABILITY AND SAVINGS

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

Article 17.

FULLY BARGAINED AGREEMENT

Article 17.

FULLY BARGAINED AGREEMENT

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

Article 18.

PROBATIONARY PERIOD

18.1 New employees shall serve a probationary period of one (1) year.

Article 19.

DURATION

19.1 This Agreement shall be in full force and effect as of January 1, 2022, and shall remain in effect up to, and including, December 31st, 2025, without any reopening date. This Agreement shall continue, in full force and effect, thereafter, until a new contract is executed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 6th day of July, 2022.

TOWN OF BELVIDERE:

Joseph Kennedy Sr.
Mayor
Laurel Napolitano
Police Commissioner

Date: 7/6/22

Date: 7/1/22

Witness / Attest:

Heena A. Yousang
Municipal Clerk / Administrator

Date: 7/6/22

POLICE OFFICERS FOR WARREN COUNTY P.B.A. LOCAL #280:

[Signature] #280

Date: 6/3/2022

[Signature] 280 PRESIDENT

Date: 6/3/2022