

TOWNSHIP OF BLAIRSTOWN

RESOLUTION NO. 2020-158

**RESOLUTION OF THE TOWNSHIP OF BLAIRSTOWN, COUNTY OF WARREN AND STATE
OF NEW JERSEY AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE
TOWNSHIP OF BLAIRSTOWN AND BLAIRSTOWN PBA LOCAL 280**

WHEREAS, the Township of Blairstown Public Safety Committee representatives and representatives of the Blairstown PBA Local 280 have engaged in negotiations to finalize an Agreement for the period of January 1, 2021 through December 31, 2025; and

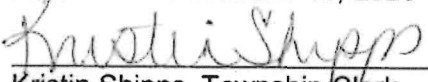
WHEREAS, through the course of negotiations, the parties have reached an Agreement that is acceptable to both sides; and

WHEREAS, the parties have approved the final version of the Agreement subject to formal acceptance by Resolution by the entire Township Committee.

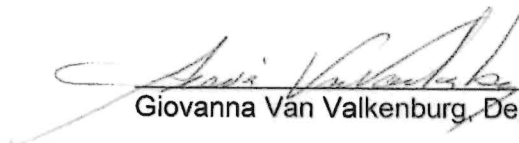
NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Blairstown, in the County of Warren and State of New Jersey as follows:

1. That the Agreement between the Township of Blairstown and Blairstown PB Local 280 is hereby approved and accepted.
2. That the Township Clerk and Deputy Mayor are hereby authorized to execute the Agreement and take any steps necessary to finalize the Agreement.
3. This Resolution shall take effect immediately.

ADOPTED: December 18, 2020



Kristin Shipps, Township Clerk



Giovanna Van Valkenburg, Deputy Mayor

AGREEMENT
BETWEEN
TOWNSHIP OF BLAIRSTOWN, WARREN COUNTY
NEW JERSEY

AND

BLAIRSTOWN PBA LOCAL 280

January 1, 2021 – December 31, 2025

Prepared by:
Dorsey & Semrau
714 Main Street
P.O. Box 228
Boonton, New Jersey 07005

Attorneys for Blairstown

METS, SCHIRO & McGOVERN, LLP
555 U.S. Highway One South
Suite 240
Iselin, New Jersey 08830
Attorneys for PBA Local 280

TABLE OF CONTENTS

ARTICLE 1 – ASSOCIATION RECOGNITION	1
ARTICLE 2 –PBA BUSINESS	2
ARTICLE 3 – MANAGEMENT’S RIGHTS	4
ARTICLE 4 – RIGHTS OF EMPLOYEES	6
ARTICLE 5 – DUTY HOURS	8
ARTICLE 6 – PERMITTED LEAVE	11
ARTICLE 7 – INSURANCE	13
ARTICLE 8 – WORKERS’ COMPENSATION	14
ARTICLE 9 – REIMBURSEMENTS	15
ARTICLE 10 – HOLIDAYS	16
ARTICLE 11 – VACATION	17
ARTICLE 12 – PROFESSIONAL DEVELOPMENT	18
ARTICLE 13 – SALARY/STEPS AND GRADES	19
ARTICLE 14 – CLOTHING/EQUIPMENT ALLOWANCE	21
ARTICLE 15 – GRIEVANCE PROCEDURE	22
ARTICLE 16 – NO STRIKE PLEDGE	23
ARTICLE 17 – PERSONNEL FILES	25
ARTICLE 18 – SEPARABILITY AND SAVINGS	26
ARTICLE 19 – FULLY BARGAINED AND SETTLEMENT	27
ARTICLE 20 – DURATION OF THIS AGREEMENT	28
ARTICLE 21 – DEFINITIONS	28
SALARY SCHEDULES	29

PREAMBLE

THIS AGREEMENT, entered into on this _____ day of _____, 2020, by and between the Township of Blairstown, a Municipal Corporation of the State of New Jersey, hereinafter referred to as "The Township," and the Blairstown Police Department PBA Local 280, hereinafter referred to as "The Association," represents the complete and final understanding on all bargainable issues between the Township and 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.

ARTICLE 1 – 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, except as otherwise provided herein. Also excluded are Special Police Officers and all other employees of the Township.

B. Inclusive Language

The title of Police Officer shall be defined to include the plural, as well as singular, and to include male or female.

C. Personnel

This Agreement does **NOT** include the **Police Chief** or **Director**.

ARTICLE 2 – PBA 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 PBA.

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 to attend, but remains subject to call.

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

3. Convention Delegate

The Township shall permit a duly authorized representative of the PBA to attend conventions pursuant to N.J.S.A. 40A:14-177.

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 Constitution 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 terms or conditions of the 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 grievances, 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 3 - MANAGEMENT'S RIGHTS

A. Township's Rights Reserved

The Township retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in 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 retract 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 opportunity to be heard;

3. Overtime

Determine the limit of overtime to work, or for any other 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/or Police Department Rules and Regulations; whichever is pertinent, 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

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 the 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 State and Federal Laws, or regulations or ordinances of the Township of Blirstown.

E. Terms of Employment

Matters effecting terms of employment shall be negotiated before they are established.

ARTICLE 4 – RIGHT OF EMPLOYEES

A. Police Officer 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 Officer-in-Charge or Police Commissioner, or the Governing Body of the Township. In 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.

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 Officer-in-Charge or Internal Affairs officer, which will usually be at police headquarters, or at such other place deemed necessary.

3. Right to Know

The member of the force under investigation shall be informed that he/she is under investigation within 24 hours of the investigation having been initiated, unless notification to the member will compromise the investigation, or notification is not possible.

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

Any Officer, whether a target or witness, subject to an internal affairs investigation shall be afforded the right to be represented by counsel.

7. Daily Operations

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

ARTICLE 5 – DUTY HOURS

A. Hours of Employment

The work schedule and the salary of Blairstown Police Department shall be computed based on two thousand eighty (2080) hours work year.

1. Work Schedule

(a) Each officer shall be entitled to a minimum of ten (10) hours off duty between each shift. In the event of an emergency, this minimum off duty time may be waived by the Township. This waiver is the sole discretion of the Officer-in-Charge or COO, in the absence of an Officer-in-Charge. If the Officer-in-Charge, or COO in the absence of an Officer-in-Charge, determines that a work schedule other than the standard 2/2, 3/3 schedule is necessary for an individual officer to perform a special detail, i.e. in-service training, administrative assignments, detective assignment, etc., it shall be scheduled accordingly, while maintaining a total of 2080 work hours per year.

(b) Work schedules will be designated using one of the following options:

(1) General Patrol Officers

Scheduled patrol officers will work 12 hour shifts in a 2 days on, 2 days off, 3 days on, 3 days off cycle. This is commonly known as the Pitman Schedule and sample schedules are attached as Schedule B.

(2) Administrative Officer

The COO shall have the option to work a 5 days on 2 days off schedule of 8 hours per day.

(c) Officers accumulating more than 200 hours of compensatory time will be compensated with overtime for every hour worked until compensatory time falls below 200 hours.

Any officer may periodically request that compensatory time be converted into regular pay. The payments to the Officer shall not exceed thirty (30) hours per request and it shall be requested in writing and approved by the COO.

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.

B. Call Out

If an Officer is called out for emergency work, the Officer shall receive a minimum of three (3) 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 three (3) hours are up. If the emergency situation extends over the three (3) hour minimum, the Officer shall receive overtime at the current overtime rate, hour for hour each hour the Officer is required to remain on duty.

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 two (2) hours at his overtime rate of pay. If an Officer is finished with Court he shall be granted the opportunity to leave before the two (2) hours are completed. If the Court is scheduled for daytime (i.e., between 9:00 a.m. and 4:00 p.m.) and the Officer is required to be present then a good faith effort shall be made by the Officer to complete two (2) hours of work if not consumed during Court. The Officer will be paid the minimum two (2) hours unless the Officer is on duty. If the shift ends during or within one hour of Court, the Officer shall be paid actual time at Court and no minimum time will be paid in this case. If an Officer is required to be on "stand by" or "on call" for Superior Court which requires that Officer to be available, then that Officer shall receive two (2) hours pay at the overtime rate hour for hour. Officer who is on stand by or on call for Superior Court must submit documentation of that mandate prior to payment. Any time the Officer is required to remain beyond the two hour minimum, the Officer shall be paid hour for hour for each additional hour at his/her overtime rate of pay.

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

Any and all days an Officer is on duty above his/her scheduled hours will be subject to overtime pay. The Officer may take compensatory time off at the rate of one and one half (1-½) hours off for each hour worked in lieu of paid overtime, only after the request has been approved by the COO. Compensatory time may be accumulated up to 200 hours. Compensatory time hours may be carried over year-to-year but may not exceed 200 total hours. See "Work Schedule" for further details.

F. XP or Pitman Time

The Township will be moving to the use of a 12 hour shift Pitman Schedule. When an Officer is on duty for a twelve hour shift under the Pitman Schedule, he will earn XP time for the 104 hours over the 2080 base number of hours. The Officer may take XP time off at the rate of one (1) hour off for each hour worked over the 2080 base hours, only after the request has been approved by the COO. XP time may be accumulated up to 104 hours. XP time hours may not be carried over year-to-year. See "Work Schedule" for further details.

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 charged for such extra duty shall be billed at the rate to be determined by the CFO to cover the cost of insurance, and vehicle use and etc. The Officer shall be paid at the rate of **\$80.00 per hour.**

H. Shift Coverage

In the interest of public safety, the Township will continue to make a good faith effort to cover the Township with two (2) officers for the hours that police officers cover the Township. The PBA recognizes that manpower and other scheduling does not always permit this to occur. In the event that there are instances where there are not two officers on duty, the matter may be grieved only to the Officer-in-Charge, and in no situation will this minimum manning clause be subject to arbitration. The standard schedule will be as agreed upon and noted in the Work Schedule section above. Additional shifts may be instituted to provide for coverage as determined by the Township dependent upon available manpower. As detailed in Section A.1.a., an officer's specific schedule may be changed to accommodate a specific detail if approved by the COO. In the event an officer calls out for a scheduled shift, or is scheduled off as approved by the COO, that shift may be offered as overtime to available officers able to cover it. Officers may elect to cover the overtime shift in hour increments as determined necessary by the COO. An officer may only work a maximum of 16 hours in a 24 hour period, except in cases of emergency. If full time police officers are unavailable to cover the overtime shift the shift may then be offered to a special police officer with the same provisions.

I. Training

An Officer attending police-in-service training will alter his schedule at the discretion of the COO to attend on his/her working days. If this change cannot be made, an Officer will be compensated with compensatory time hour for hour. If an Officer attends a police-in-service training and waives compensation he/she is still covered under workers' compensation to/from and during training sessions.

If mandatory training cannot be attended on Officer's day on duty, the Officer will be compensated with overtime at the current overtime rate.

ARTICLE 6 – PERMITTED LEAVE

A. Sick Leave

All permanent officers covered under this contract are entitled to eighty (80) hours of sick leave per year. Sick leave can be taken in increments of four (4) hours up to twelve (12) hours per shift. Officers must notify shift supervisor four (4) hours prior to the commencement of the shift if they are unable to report for duty. 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. Sick leave may be used when an Officer is unable to perform his/her duty due to illness, accident or exposure to contagious disease. An Officer may also use this time to care for an ill immediate family member as defined by the Township Accrual of Leave policy upon presentation of acceptable medical evidence substantiating the illness. The annual allotment of sick hours shall be used first. Any use of carried over sick time shall only be used when the current calendar year's sick time is depleted. Employees shall be paid out a maximum of \$15,000 of their accumulated sick time at the time of retirement.

B. Verification of Sick Leave

Whenever the Officer is absent from work for more than four (4) consecutive shifts, even if broken by scheduled days off, the Officer may be required to provide a physician's statement that the Officer is fit to return to duty upon completion of his/her sick leave.

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) 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 provision of this Agreement, shall be subject to disciplinary action, including suspension 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 of other employees.

F. Bereavement Leave

In the case of a death in the immediate family, a Police Officer shall be granted up to five (5) working days bereavement leave. The immediate family shall be defined as the Police Officer's husband, wife, children/stepchildren, mother, father, brother, sister, grandmother, grandfather, and family members living in the household. 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, three (3) working days will be granted. Reasonable verification of the event may be required by the Township.

G. Military Leave

Military leave shall be granted according to State and Federal Law.

H. Personal Days

All permanent Officers shall be granted a total of forty-eight (48) hours of personal time per year. There shall be no carry over provision. Any personal time not used shall be lost. Prior approval by the COO must be obtained, except for emergency situations. Officers must notify shift supervisor a minimum of four (4) hours prior to the commencement of the shift.

I. Working Day Defined

For the purpose 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 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 and compensatory time unless otherwise stated elsewhere in this contract.

ARTICLE 7 – INSURANCE

A. Insurance Coverage

Officers shall be eligible for full medical benefits to be paid in full by the Township, at the time of their retirement, providing they meet all eligibility requirements mandated by applicable state law and complete a minimum of fifteen (15) years of full time police service to the Township.

Officers who retire from the Township shall contribute 1.5% of the amount of his / her annual pension towards the cost of premiums for health insurance provided under this Agreement, exclusive of any applicable cost of living adjustments. Such payments shall be made on a monthly basis. Should the law require retirees to contribute to the cost of health insurance premiums which exceeds 1.5%, retirees shall only pay the amount required by law. This section shall not apply to officers retiring pursuant to a disability retirement, unless required by law.

The below listed insurance coverage will be provided by the Township for the Police Officers and families. The Township Committee, at its own discretion, may choose to self-insure all or any part of the insurance coverage offered. The Township may change carriers at any time so long as the health plan is equal to or better than the State Health Benefits Plan. All officers will contribute to the cost of their health insurance as required by P.L. 2010, Ch.2 and as modified by P.L. 2011, Ch.78, unless repealed.

All officers must select the NJDIRECT 15 plan or pay the difference between the NJDIRECT 15 and the plan selected, in addition to any contributions required by law.

1. New Jersey State Health Benefits Plan
2. Workers' Compensation
3. Policeman's Liability
4. Life Insurance as provided by the Police and Fireman's Retirement System (PFRS)
5. Dental Insurance coverage as provided for all other Township employees.

B. Benefits Provided to New Hires

All Officers hired after this Agreement has been signed will automatically be enrolled in the medical plan that causes the Township to incur the lowest cost. The Officer may choose to enroll in an alternate plan, however, the Officer will be responsible for the difference in cost that the Township will incur. This clause will not change or necessitate the change of the available benefits to officers hired prior to the signing of this Agreement.

ARTICLE 8 – WORKERS’ COMPENSATION

A. Workers’ Compensation/Leave Time

For the time during which the Police Officer receives benefits pursuant to workers’ compensation the Township shall not charge this time against his/her sick leave or vacation time, provided the basis for the Police Officer receiving workers’ compensation is causally 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, as certified by a licensed physician, and the Officer requires additional time off, sick time shall be paid until which time an Officer receives a “fit for duty” certification by a licensed physician. If an Officer is unable to receive a “fit for duty” certification by a licensed physician, then the Township reserves the right to terminate his/her services. At the Township’s discretion an Officer may be required to be examined by a physician of the Township’s choosing.

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 workers’ compensation for a job-related injury or accident, for no longer than one year. Any workers’ 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.

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 9 – REIMBURSEMENTS

A. Use of Personal Auto

A Police Officer using his personal motor vehicle on official business, with approval of the COO, will be compensated at the current IRS rate. 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 COO. 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 up to fifteen (\$15) 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 regular public meeting and need not be advanced to the Police Officer prior to that time.

ARTICLE 10 – 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 thirty-two (132) 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 twelve (12) hours per day for a total of one hundred thirty-two (132) hours.

1. New Year's Day
2. Good Friday
3. Easter
4. Memorial Day
5. Independence Day
6. Labor Day
7. General Election Day, 1st Tuesday in November
8. Veteran's Day
9. Thanksgiving Day, 4th Thursday in November
10. Friday after Thanksgiving
11. Christmas Day

B. Overtime for Holidays

Overtime shall be paid for working on a holiday only in the following instances:

1. When an officer is not regularly scheduled to work and is called in to work an overtime shift on a regularly scheduled day off, or when an officer is held over his/her regularly scheduled hours of work then overtime will be paid at two times his hourly rate for the hours worked on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

2. For all other holidays listed in this Article, an officer will be paid at one and a half times his hourly rate for all hours worked on a holiday when not regularly scheduled to work but has been instead called in to work an overtime shift on a regularly scheduled day off, or when an officer is held over his/her regularly scheduled hours of work on a holiday, for the hours held over.

ARTICLE 11 – VACATION

A. Years/Days Granted

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

Years of Service

Hours Granted

One (1) to four (4) years
Five (5) to nine (9) years
Ten (10) to fourteen (14) years
Fifteen (15) years or more

Eighty-four (84) hours
One hundred eight (108) hours
One hundred thirty-two (132) hours
One hundred and fifty-six (156) hours, plus
twelve (12) hours for every two years
beyond 15 years to a maximum of 200
hours.

B. Computation of Vacation Benefits

Benefit years shall be computed as of the anniversary date of each Officer.

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. Recruits and Probationary Officers shall not be entitled to vacation time, sick time or personal time, except that Probationary Officers and recruits will be allotted 2 days (24 hours) which can be used as a sick or personal day, which can be used during their first year of employment.

D. Vacation Scheduling

The COO shall attempt to schedule work, in so far as possible, to preclude changes in the vacation schedule. Vacation days must be requested in advance. In the event of an emergency situation, the COO may at his discretion revoke any previously agreed to vacation request.

E. Vacation Change Request

Any Officer may change any requested days with the approval of the COO.

F. Vacation Not Accruable

If 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 a maximum of forty (40) hours. If an excess of forty (40) hours occurs the Police Officer will be paid at his regular rate of pay for those over forty (40) hours. Retired and termination as per Personnel Policy.

ARTICLE 12 – PROFESSIONAL DEVELOPMENT

A. The Township will reimburse employees an amount equal to fifty (50%) of the cost of tuition incurred by said employee who has enrolled and satisfactorily completed college level courses in law enforcement or criminal justice at any fully accredited college or university. Satisfactorily completed means a "B" grade or better. Said reimbursement will be paid to employees for other course curriculum only with prior Township approval. Reimbursement shall not exceed fifty (50%) percent of the rate of New Jersey In-State tuition at Rutgers University for the cost of a credit hour.

B. The total reimbursement by the Township in any calendar year to all employees as a group in the Department shall not exceed twenty (20) academic credits. All requests for reimbursement must be approved by the Township prior to commencement of the course for which reimbursement is to be made. Reimbursement priority shall be based upon date of approval. All vouchers for reimbursement must be accompanied by a transcript of grades demonstrating satisfactory completion of the course.

C. Any tuition reimbursement accepted by an employee shall be subject to the condition that said employee shall be obligated to repay to Township: (i) 100% of all reimbursement funds received by employee in the event the employee terminates employment within 12 months of receipt of the reimbursement funds from Township and (ii) 50% of all reimbursement funds received by employee in the event the employee terminates employment within 24 months of receipt of the reimbursement funds from Township.

ARTICLE 13 – SALARY/STEPS AND GRADES

A. Class/Grades Determination

Police Officers shall be classified in a 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 Police Officer's temporary appointment or promotion. The Officer shall move up one class on the schedule, on their anniversary date.

1. For those officers hired on or after January 1, 2021, officers shall be placed on the Probation Officer Step while in the Police Academy and during their one year probationary period following graduation from the Academy. If the new officer holds a current New Jersey Police Training Commission Certification and does not need to attend the police academy, he/she shall also be placed at the Probationary Officer Step for his one year probationary period with the Township unless he/she is hired at an advanced step pursuant to paragraph F below. Officers shall move to Step 1 upon completion of his/her one year probationary period and Step 2 one year after Step 1, etc., until reaching the top step for patrol officer.

An officer is considered a probationary officer for the first year of employment. Only during this probationary period may an officer be terminated without cause with no resort to the grievance process.

2. Any rank above the title of Police Officer shall be attained only after recommendation by the COO, Police Officer-in-Charge, and the Police Commissioner with the advice and consent of the Township Committee.

B. Promotions

Promotions shall be based on the current requirement set forth by the COO. Promotions shall require final approval by the Township Committee. Nomination for promotion must be made by one of the following: Township Committee, Police Commissioner, or Officer in Charge with final approval of the Township Committee.

C. Meritorious Service

Any salary increase based on meritorious service shall be as deemed by the COO and the Township Committee.

D. Detective Position

Any officer that meets the requirements of the Detective position can be retitled to Detective by the COO. This officer will be given the title of Detective and shall be under the supervision of the Detective Sergeant or if this position is vacant the COO. The work schedule will be determined by the Detective Sergeant or COO. This determination will be based on the efficient use of manpower and the current case load. This position will carry with it a salary

stipend of \$2,000.00 a year. This stipend is to be incorporated into the Officer's base pay and divided into bi-weekly payments.

E. Salary Schedule

1. All employees shall be paid bi-monthly.
2. The "regular rate" of pay shall be the salary set forth in these schedules divided by two thousand and eighty (2080) hours.
3. Call-Out Pay: An off duty employee recalled to active duty other than in accordance with the employee's regularly scheduled shift for that work period, shall receive the overtime rate for the actual hours worked or three (3) hours, whichever is greater.
4. Salaries shall be increased as follows:
 - a. 2% across the board ("ATB") on January 1, 2021, 2% ATB on January 1, 2022, 2% ATB on January 1, 2023, 2% ATB on January 1, 2024, 2% ATB on January 1, 2025 . Officers in guide shall advance on their anniversary date.
 - b. The Salary Guide for all officers are set forth in Schedule A. Officers in this Salary Guide shall advance on their anniversary date.

F. Experienced Hires

Notwithstanding anything to the contrary in this Agreement, the Township reserves the right, but not the obligation, in its sole discretion to increase the salary paid new employees in recognition of police experience obtained during prior employment but no higher than Step 3 to the extent that the Step Guide is maintained.

G. Acting Pay

Officers who are acting as OIC [COO] shall receive the Lieutenant's rate of pay for all time performing in that capacity. For the purposes of this section, an officer shall be considered an acting OIC [COO] if he is responsible for other officers while the OIC [COO] is absent on paid or unpaid leave for five (5) days or more, or if the OIC [COO] is out of the Country or unreachable for a shorter period. In the event that the OIC [COO] is absent, out of the Country, or unreachable as set forth above, the Acting Officer shall receive the Lieutenant's rate of pay retroactive to day one (1).

ARTICLE 14 – CLOTHING/EQUIPMENT ALLOWANCE

A. Clothing and Equipment Allowances

The Township agrees to provide Police Officers with a clothing allowance to be used for the purpose of their uniforms and related equipment. A current uniform and equipment vendor list shall be established. This vendor list will include all vendors that agree to forward a bill to the Township in lieu of an individual Officer needing to produce a purchase order to receive necessary supplies and equipment. The allowance for clothing shall be \$875.00 a year, except for the initial issue of uniforms for a newly hired full time Police Officer. All new Officers shall be provided with a complete set of uniforms and equipment as established by the COO. Any Officer that is assigned to special job function shall be provided an additional \$125.00 clothing allowance per year. This will increase the total special detail uniform allowance to \$1,000.00 per year.

Special details shall include, but are not limited to, Detective position, members of the Warren County Tactical Response Team, Administrative duty, long term Prosecutor's Officer Detail, etc. For this matter, special details would include any long-term detail or position an Officer receives that will require that Officer to purchase additional clothing and equipment, above and beyond what is required for a regular duty Patrol Officer. The additional clothing allowance shall be approved by the COO.

B. Clothing and Equipment Maintenance

The Township agrees to be responsible for all professional dry cleaning costs of the Officer's uniform. The Township shall enter into an agreement with the local dry cleaning establishment for the purpose of uniform maintenance. The terms of said agreement should be agreed to by the body and Township Committee. Each Officer may, at their own discretion, bring their uniforms to another dry cleaning service. If an Officer uses a dry cleaning service other than the one the Township is contracted to, that new service must agree to bill the Township. The Township will not reimburse Officers for their dry cleaning service. Additionally, Officers using outside service will be required to submit receipts for the cleaning so that all billing received can be justified. If an Officer has a medical condition, which prevents them from wearing dry cleaned clothing, or starched uniforms, an equivalent reimbursement may be issued for cleaning. 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, and without reduction to their uniform allowance. Damage done in the line of duty shall be determined at the sole discretion of the COO.

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 save the Officer from receiving serious injuries. The Township agrees to provide each Officer with one (1) set of protective body armor to be approved by the COO 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 15 – GRIEVANCE PROCEDURE

A. **Purpose of this Article:** The purpose of the outlined procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise concerning the terms and conditions of employment subject to this Agreement.

B. **Actionable Grievances:** A grievance shall mean a claim by an Officer or group of officers that there has been a misrepresentation, misapplication or violation of policy, Agreements or an administrative decision affecting them. A grievance may be pursued by an individual employee, group of employees, the Association on behalf of one or more employees.

C. **Grievance Steps** The Following shall constitute the sole and exclusive method for resolving grievances between employees, the Association and the Township that arise with respect to this Agreement:

(i) **Time Limit:** A grievance to be considered under this procedure must be initiated by the grievant within fourteen (14) calendar days of the date of the alleged misinterpretation, application or violation of this Agreement, the policy or administrative decision in question.

(ii) **Rights of Representation:** The grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, a representative of the Association.

(iii) **Step I:** An employee with a grievance shall first file it in writing with the Officer-in-Charge, in an effort to resolve it informally. The Officer-in-Charge shall act on the grievance within ten (10) calendar days after its presentation to Officer-in-Charge and issue his/her decision in writing. In the absence of a Officer-in-Charge, the grievance shall be filed with the Chief of Police. In the absence of a Officer-in-Charge and Chief of Police, the parties agree that the grievance shall move directly to Step II.

(iv) **Step II:** If the grievant desires to appeal the decision of the Officer-in-Charge, he/she shall file his/her grievance in writing with the Township Clerk within ten (10) calendar days of the Officer-in-Charge's decision. The grievant shall submit to the Clerk a copy of the grievance, the response of the Officer-in-Charge, and a copy of the provision of the contract alleged to be violated. The matter will be considered by the Township Committee or its designee no later than thirty (30) days following the receipt of the appeal by the Township Clerk. A decision of the Township Committee or its designee will be given the grievant in writing within fifteen (15) calendar days following the date of the hearing.

(v) **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

ARTICLE 16 - NO STRIKE PLEDGE

A. No Work Stoppage

The PBA covenants and agrees that during the term of this Agreement neither the PBA, nor any person acting on 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 PBA 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 as grounds for discipline of such employee or employees, subject however to the grievance and the provisions of Title 40.

C. PBA Local 280 – Affirmative Action

The PBA 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.

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 bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

(vi) Cost for the Arbitrator's Service: The cost of the services of the arbitrator shall be borne equally by the Township and the PBA. Any other expense incurred shall be borne and paid for by the party incurring the same.

(vii) 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 Officer-in-Charge, or the Township Committee, as the case may be, shall give written notice to the grievant that the relief in the grievance has been granted and the matter is deemed 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.

(viii) Dismissal of Step 1 Officer: Probationary Officers are "employees at will" and serve at the pleasure of the Township Committee. Probationary Officers may be terminated with or without cause, at any time during their initial probationary period as determined by the Officer-in-Charge or Township Committee and such dismissal shall not constitute grounds for a grievance by the Association or the Probationary Officer.

D. Time of the Essence 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 hereunder, then the disposition of the grievance at the last preceding step shall be deemed conclusive. If a decision is not rendered within the time prescribed 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 17 – PERSONNEL FILES

A. Personnel History Files

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

B. Review of Personnel Files

Any member of the Police Department may review their Personnel History File after receiving the consent of the COO. An appointment to review the Personnel History File must be made with the COO.

C. Written Complaints/Rebuttal

Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel 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. An Officer may petition the COO to remove a letter of reprimand from his or her file upon completion of one year of service without further substantiated complaints.

D. Maintenance of File

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

ARTICLE 18 – SEPARABILITY AND SAVINGS

If any provision 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 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 19 - 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 Department 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 applications to any Blairstown Police Officer pursuant to any rules, regulations, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE 20 – DURATION OF THIS AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect to include December 31, 2025. This Agreement will supersede the prior Agreement between the Township of Blairstown and PBA Local 280. 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) days nor less than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change or modify this Agreement.

ARTICLE 21 – DEFINITIONS

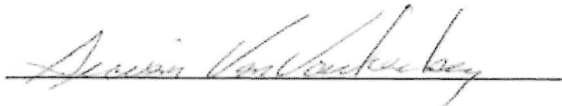
COO Chief Operating Officer is defined as the highest supervising sworn Law Enforcement Officer employed by the Township, or in his absence, his designee.

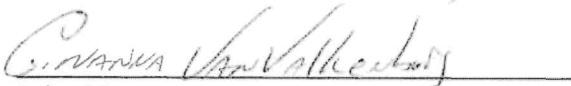
Personnel Policy That policy adopted by the Township Committee pertaining to all Township employees which is in effect.

Anniversary Date The Officer's date of hire determines his/her Anniversary Date. Exception: Any Officer whose probationary status, that Officer's anniversary date will be reflected as one year prior to completion of probation.

By the Township:

By the PBA Local 280





Print Name

Print Name

Date: 12/31/2020

Date: _____



**BLAIRSTOWN
POLICE DEPARTMENT**
106 STATE HIGHWAY 94
BLAIRSTOWN, NEW JERSEY 07825



Scott Johnsen
Chief

ADMINISTRATION: (908) 362-7668
FACSIMILE: (908) 362-6767

EMERGENCY: 911
DISPATCH: (908) 362-8266

Schedule B – Sample Patrol Schedule – Pittman Schedule (12 Hour Shift)

Week1

Work – Monday, Tuesday, Friday, Saturday, Sunday
Off – Wednesday, Thursday

Total Hours Worked = 60

Week 2

Work – Wednesday, Thursday
Off- Monday, Tuesday, Friday, Saturday, Sunday

Total Hours worked = 24

SCHEDULE A

SALARIES

	2021	2022	2023	2024	2025
Probation Step	\$50,000.00	\$51,000.00	\$52,020.00	\$53,060.40	\$54,121.61
Step 1	\$56,295.16	\$57,421.07	\$58,569.49	\$59,740.88	\$60,935.70
Step 2	\$60,048.65	\$61,249.62	\$62,474.61	\$63,724.11	\$64,998.59
Step 3	\$65,924.55	\$67,243.04	\$68,587.90	\$69,959.66	\$71,358.85
Step 4	\$71,268.66	\$72,694.03	\$74,147.92	\$75,630.87	\$77,143.49
Step 5	\$78,205.77	\$79,769.88	\$81,365.28	\$82,992.59	\$84,652.44
Step 6	\$85,439.83	\$87,148.63	\$88,891.60	\$90,669.43	\$92,482.82
Step 7	\$92,696.56	\$94,550.49	\$96,441.50	\$98,370.33	\$100,337.74
Step 8	\$99,753.55	\$101,748.62	\$103,783.60	\$105,859.27	\$107,976.45
Step 9	\$103,665.45	\$105,738.76	\$107,853.54	\$110,010.61	\$112,210.82
Corporal	\$108,803.00	\$110,979.06	\$113,198.64	\$115,462.61	\$117,771.86
Sergeant	\$115,617.40	\$117,929.75	\$120,288.35	\$122,694.11	\$125,147.99
Lieutenant	\$120,420.07	\$122,828.47	\$125,285.04	\$127,790.74	\$130,346.55
Captain	\$126,632.65	\$129,165.30	\$131,748.61	\$134,383.58	\$137,071.25