

A G R E E M E N T

BETWEEN

THE CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY
AND
NEW JERSEY STATE POLICEMAN'S
BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL No. 77

EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

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CONTENTS

PREAMBLE 2

ARTICLE I PURPOSE..... 3

ARTICLE II EMPLOYEE REPRESENTATIVE..... 4

ARTICLE III GRIEVANCE PROCEDURE 5

ARTICLE IV NO DISCRIMINATION 8

ARTICLE V BULLETIN BOARDS - DUES CHECKOFF 9

ARTICLE VI MANAGEMENT'S RIGHTS 10

ARTICLE VII NO STRIKE PLEDGE 12

ARTICLE VIII POLICE OFFICERS' RIGHTS 13

ARTICLE IX HOLIDAYS 17

ARTICLE X VACATIONS 20

ARTICLE XI LEAVES..... 24

 A. SICK LEAVE..... 24

 B. FUNERAL LEAVE..... 32

 C. LEAVE FOR PBA MEETING 34

 D. LIMITATIONS ON LEAVES 34

 E. FAMILY LEAVE ACT 34

ARTICLE XII SALARY, LONGEVITY, AND OVERTIME 36

 A. BASE SALARY 36

 B. OVERTIME..... 37

 C. LONGEVITY 39

 D. ON CALL PAY 40

 E. FIELD TRAINING OFFICER..... 41

 F. SPECIAL DUTY RATE..... 42

ARTICLE XIII COLLEGE INCENTIVE PROGRAM 43

ARTICLE XIV ACTING OFFICER SENIORITY AND PROMOTIONS 44

ARTICLE XV HOSPITALIZATION INSURANCE 47

ARTICLE XVI CLOTHING ALLOWANCE 53

ARTICLE XVII CONTINUATION OF BENEFITS NOT COVERED BY THIS
AGREEMENT..... 54

ARTICLE XVIII NEGOTIATION OF SUCCESSOR AGREEMENT 55

ARTICLE XIX SEPARABILITY AND SAVINGS 57

ARTICLE XX PROBATIONARY EMPLOYEES AND ENLISTMENT AGREEMENT 58

ARTICLE XXIII MISCELLANEOUS..... 62

ARTICLE XXIV COMMENCEMENT DATE AND DURATION OF AGREEMENT 63

ARTICLE XXIV COMMENCEMENT DATE AND DURATION OF AGREEMENT.....

PREAMBLE

THIS AGREEMENT is entered into to be effective the first day of January, 2024, by and between the CITY OF NORTHFIELD, in the County of Atlantic, of the State of New Jersey, a Municipal Corporation, hereinafter called the "City" and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 77, hereinafter referred to as the "Union", the "Association" or the "PBA", and represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE I PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Law of 1968, as amended by Chapter 123, P.L. 1974 (N.J. Rev. Stat. 34:13A-5.1 et. seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation, and understanding between the City and Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the City and Employees, all in order that public service shall be expedited and effectuated in the best interest of the people of the City of Northfield.

ARTICLE II EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE

The City recognizes the Union to be the "Majority Representative" as the exclusive negotiating agent for all regularly appointed, full-time police personnel within the City of Northfield, of the rank of Patrolman, Sergeant, Lieutenant or Captain, hereinbefore and hereinafter referred to as "Employees." The City and Employees agree that the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters which are the proper subject of negotiation. The Majority Representative shall be appointed according to the procedure set forth in N.J.S.A. 34:13a-5.1 et seq. and shall have all the rights and privileges pursuant thereto.

B. STEWARDS

One Steward, named by the Northfield members of PBA #77 for the duration of this Agreement, shall be permitted to switch hours of duty to attend meetings of the PBA #77 which occur monthly.

ARTICLE III GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is any dispute between the parties concerning application or interpretation of the Agreement or any complaint by an employee as to any action or non-action which violates any right arising out of his or their employment. The City shall not discipline any employee without just cause.

B. PROCEDURES

All grievances, and response thereto by the City shall be submitted in writing within fifteen (15) working days of its occurrence or the knowledge of its occurrence. For the purposes of this Agreement, "working days" means Monday through Friday excluding Holidays. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the PBA #77.

Should the grievance be initiated by the Union due to the fact that it involves more than one officer, the grievance shall be initiated at Step Two of the grievance process.

A grievance may be raised by an employee, the Union on behalf of the employee, or a group of employees in accordance with the following steps:

Step One:

The grievance shall be submitted in writing within fifteen (15) working days of its occurrence or the knowledge of its

occurrence to the employee's immediate Supervisor, with a copy to the Chief of Police. The employee shall present and discuss the grievance with his or her Supervisor. The Supervisor must render a written decision within fifteen (15) working days of receipt of the grievance.

Step Two:

If the grievance is not resolved at Step One, the Union shall, within fifteen (15) working days of receipt of the Step One response, be permitted to submit the written grievance to the Chief of Police with a copy to the Mayor. If no written response is received at Step One, the Union shall, within fifteen (15) working days of when the Step One response was due, be permitted to submit the written grievance to the Chief of Police with a copy to the Mayor. The Chief of Police must render a decision within fifteen (15) working days of receipt of the grievance in writing.

Step Three:

If the grievance is not resolved at Step Two, the parties shall, within fifteen (15) working days of receipt of the Step Two response, be permitted to submit the written grievance to the City Police Committee. If no written response is received at Step Two, the parties shall, within fifteen (15) working days of when the Step Two response was due, be permitted to submit the written grievance to the City Police Committee. The City Police Committee shall consist of the Mayor or his designee and two members of the Northfield Common Council to be appointed by the Mayor. The two Council members may be appointed as standing members of the Committee or may be appointed by the Mayor on an as needed basis. The

Police Committee must render a decision within fifteen (15) working days of receipt of the grievance in writing.

Step Four:

In the event the grievance is not resolved at the Third Step, the PBA shall have the sole discretion to refer the matter for impartial binding arbitration. The PBA shall notify the Public Employment Relations Commission (PERC) within fifteen (15) working days after receipt of decision in Step 3. The parties shall follow the PERC arbitrator selection process. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement. He shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and PBA #77. All other expenses incidental to and arising out of arbitration shall be paid by the party incurring same.

Any Steward or Officer of PBA #77 required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose, and any witnesses reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

C. **Extensions and Modification**

Time extensions may be mutually agreed to by the City and PBA. However, no more than two (2) extensions, not to exceed thirty (30) days each, shall be permitted, and shall be agreed to in a writing signed by both the City and the Union.

ARTICLE IV NO DISCRIMINATION

A. The Employer and the Union agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital or civil union status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, United States or State Armed Services activity, or any other protected class under law. Harassment shall also include sexual harassment.

B. Neither the City nor the Union shall discriminate against any employee due to that Employee's membership, non-membership, participation, or lack of participation, or activities on behalf of, or his refraining from activity on behalf of the majority representative.

C. All references in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE V BULLETIN BOARDS - DUES CHECKOFF

- A. The City shall permit the use, by the PBA, of the bulletin board located in the Police Department Headquarters for the posting of notices concerning PBA business and activities.

- B. The City agrees to deduct from the salaries of the Employees subject to this Agreement the dues of the Association. Such deductions shall be made in compliance with Chapter 310, public law of 1967, N.J.S.A. 52:14-15.9 (e) as amended. Said monies together with the records of any corrections shall be transmitted to the Association office on the first day of each month following the monthly pay period in which the deductions were made. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City new authorization cards from its members showing the authorized deduction for each employee. The Association will provide the necessary check-off authorization forms and deliver the signed forms to the City CFO. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Association to the City.

ARTICLE VI MANAGEMENT'S RIGHTS

- A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, 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 of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the City government, its properties and facilities and the activities of its employees.
 2. To hire all employees subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
 3. To take any and all disciplinary action according to law. Appeals shall be subject to grievance procedures.
 4. To maintain the efficiency of its operations.
 5. To determine the methods, means and personnel by which its operations are to be conducted.
 6. To determine the content of job classifications.
 7. To schedule hours of work and shifts.
 8. To take all necessary actions to carry out its mission in emergencies.
 9. To exercise complete control and discretion over its organization and the technology of performing its work, and to make and modify rules of procedure and conduct.
- B. The reasonable exercise of the foregoing powers, rights, authorities and responsibilities of the City, the adoption of

policies, rules, regulations and practices in the implementation thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express written terms of this Agreement and then only to the extent that those terms are in conformance with the constitution and laws of the State of New Jersey.

- C. The parties agree that the Chief of Police and other officers shall exercise their supervisory duties faithfully, irrespective of the fact that they have or may have maintained affiliation in the PBA.

ARTICLE VII NO STRIKE PLEDGE

The Association 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 position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown or walkout.

ARTICLE VIII POLICE OFFICERS' RIGHTS

- A. The elected representatives of the PBA shall be permitted time off from their regularly scheduled work hours to attend mutually scheduled negotiations sessions, grievance sessions, as well as regular meetings of the PBA Management Committee, provided that the orderly operation of the Police Department is not impaired thereby, in the sole and exclusive discretion of the Chief of Police.

- B. Employees shall have the right to switch tours of duty and hours of duty with other members of equal rank provided that the Shift Commander of each shift is notified at least forty-eight (48) hours in advance and that said mutual switch of tours is approved by each Commander. Further, the switch must be completed (repaid) within ninety (90) calendar days except where extraordinary circumstances prevent the completion of the switch. In the event the switch is not completed (repaid) within the ninety (90) calendar day period then the officer failing to complete the switch will be charged with a sick day.

- C. Internal Affairs investigation shall be conducted in accordance with N.J.S.A. 40A:14-181 and the New Jersey Attorney General's Guidelines on Internal Affairs Policy and Procedure, as they may be amended from time to time.

- D. Employees shall not be suspended or suffer any loss in benefits until after the employee has had a Council Committee hearing and has been found guilty, except in cases of a severe nature when the superior officer in charge deems the suspension of the member an immediate necessity for the

public, or the welfare of the department. The employee suspended shall be given a hearing and if found guilty, shall have such rights of appeal as are set forth in law.

- E. Employees will be permitted to see their personnel file upon written request to the Chief of Police. This file will be reviewed in the presence of the Chief of Police or his representative. Employees may attach a rebuttal to any report or material found in their file which has been placed therein since their last review.

- F. During the term of this Agreement the following equipment will be properly maintained by the City.
 - 1. Police vehicles required to be used on duty will be in good, safe working condition. Any vehicle not considered to be in safe working order by the Shift Commander will not be used for duty until the condition is corrected.
 - 2. Protective screens will be installed in all regular, marked patrol vehicles.
 - 3. Carbines and/or Long Guns will be maintained in locked mounts in each regular patrol vehicle.
 - 4. All police vehicles will have air-conditioning units.
 - 5. All police vehicles will have AM-FM radio in same.

- G. Employees will be permitted a 30 minute dinner break during each eight hour tour of duty. It is further agreed that employees may take at least one ten minute (10) break during each four (4) hours of duty. During the course of such breaks as provided by this section, the employee shall notify headquarters through the police communications system of his or her whereabouts and shall remain available for emergency response at the request of headquarters.

- H. All employees shall be permitted to request attendance at

training schools. Permission for attendance at such schools shall be based upon seniority and the need of the police department as determined at the sole discretion of the Chief of Police.

- I. It is agreed that the senior ranking officer on each shift while on duty will have access to emergency equipment such as Carbines and/or Long Guns, ammunition, body armor, riot helmets and the like, so that the public welfare and the safety of the employees can be maintained in emergencies.
- J. The City agrees to provide every police officer while on duty with a portable police radio in good working condition.
- K. The City shall provide representation and defense to an employee as required pursuant to N.J.S.A. 40A:14-155. The officer shall have the right to select his/her own attorney. However, the rate to be paid shall be subject to approval at the discretion of the governing body. Said rate shall be a reasonable rate.
- L. Disciplinary charges shall be filed in accordance with N.J.S.A. 40A:14-147.
- M. **Accumulated Days** for officers assigned to Twelve (12) hour shifts. The work year for all employees shall consist of 2080 hours. Each employee whose regular work schedule results in him/her working in excess of the 2080 hours shall receive Accumulated Time for all such excess hours at the straight time rate for the excess time worked.

Accumulated Time shall not be applied to nor included with an employee's accrued compensatory time base and shall be recorded and maintained in a separate account.

An employee's annual allotment shall be credited to his/her account and available for immediate use as of January 1 of each calendar year. Accumulated Time will be prorated should the individual leave before the end of a year.

Accumulated Time may be taken off during any regular working day, after notifying the appropriate shift commander forty-eight (48) hours in advance, in writing, and receiving the shift commander's approval.

ARTICLE IX HOLIDAYS

- A. It is agreed that any other day officially designated or ordered by the Governor of New Jersey, or the President of the United States, to be a holiday, special holiday, other than the holidays listed below, will become a holiday for employees if such special holiday is treated by the City as a paid holiday, in the form of compensatory time, for all other non-union City employees.

The specific holiday schedule is as follows:

NEW YEARS DAY	LABOR DAY
MARTIN LUTHER	COLUMBUS DAY
LINCOLN'S BIRTHDAY	VETERAN'S DAY
WASHINGTON'S BIRTHDAY	GENERAL ELECTION DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	

- B. Effective January 1, 2005 and thereafter, in the event a special holiday is officially designated or ordered as provided in the preceding paragraph, and occurs while an employee is on sick leave, or on his vacation, he shall not have such holiday counted as a day against his sick leave or vacation leave.
- C. Effective January 1, 2005 and thereafter, all employees shall receive two (2) personal paid days off from work for the purpose of attending to personal business.

Effective January 1, 2024, employees beginning their sixteenth (16th) year of employment shall receive three (3) personal days. Employees who have already begun their 16th

year prior to January 1, 2024, shall also receive three (3) personal days.

All personal days shall be taken as one "whole day" off from work, regardless of shift, and may not be broken down into hourly segments.

- D. Personal days will be granted upon approval of the employee's Shift Commander, and scheduling officer. Accumulated days must be earned before they can be taken off. With the exception of accumulated days which the employee be specifically requested to carry by the Chief of Police in order to accommodate scheduling needs, all accumulated days not taken off during the year will be forfeited.
- E. All employees covered under this Agreement during the effective term hereof shall be paid at the rate of time and one-half of their base hourly rate when such employees are required to work on Christmas Day, New Years Day and or Thanksgiving Day. For purposes of this calculation, each of the three (3) specified holidays shall commence at 12:01 on the calendar day of the holiday and shall terminate at 12:00 midnight on the calendar day of the holiday. Employees must work the specified holiday in order to be entitled to the overtime payment.
- F. Effective January 1, 2005 and thereafter, employees are required to work on all named holidays as part of their regular work schedule.
- G. Effective January 1, 2023, Juneteenth (June 19) is designated as a City Holiday and, in accordance with

paragraph A above, employees shall receive eight (8) hours of compensatory time annually.

ARTICLE X VACATIONS

- A. An employee during this first year of employment shall be entitled to earn one (1) work day of vacation for each month of service up to and including the twelfth consecutive month of his initial year. Thereafter, he shall be entitled to a paid vacation according to the following schedule:

Starting at 2 nd through 5 th year of service	13 working days
Starting at 6 th through 10 th year of service	16 working days
Starting at 11 th through 15 th year of service	19 working days
Starting at 16 th through 19 th year of service	22 working days
After 19 th year of service	25 working days

For workers working an eight (8) hour shift, vacation leave shall be calculated at eight (8) hours per day.

All Employees working shifts other than eight (8) hours (i.e., 10 hour or 12 hour shifts) shall have vacation leave calculated at ten (10) hours per "work day." (i.e. 13 work days equals 130 hours, 16 work days equals 160 hours, etc...). In order for an employee to take off a twelve (12) hour shift, the employee would need to use 12 hours vacation leave.

In the event an employee is assigned to a different shift during any calendar year, his/her vacation leave will be adjusted to reflect calculation above, effective with the date of the shift change.

- B. It is the intent of this article to assure employees covered by this Agreement that they shall receive the maximum amount

of actual vacation days to which they are entitled. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. Employees will not be recalled to duty when on vacation, except in extreme emergencies when declared by the Chief of Police.

- C. Compensation for accrued vacation leave shall be paid when the employee becomes separated in good standing, and voluntarily from service with the City. Any employee who terminates service without giving two weeks' notice in writing to the Chief of Police shall be considered to be not in good standing.

- D. Employees shall be able to carry vacation leave from year to year subject to the limitations expressed in N.J.S.A. 40A:9-10.5. If the accumulation is due to an inability on the part of the City to allow the employee to take his vacation time, the City shall have the option to pay the employee at the straight time rate for such unused vacation time, or may permit the employee to continue to carry such of the unused vacation days as that employee had been directed to work by the Chief of Police in order to accommodate scheduling needs, even though this may result in an accumulation of vacation days in excess of the aggregate total allowed. All employees covered by this Agreement shall have the option not to use up to seven (7) vacation days per calendar year to which they are entitled with the agreement that the City "buy back" those days at the employee's daily rate of pay. Employee shall notify the Chief of Police, in writing, of this intention by November 15. It is further agreed that the vacation "buy back" shall be paid in one lump sum to the employee, to be paid on

the first pay date of December.

F. In the month of January, it will be the responsibility of the Chief of Police to issue a statement to each employee listing the unused vacations accumulated from previous years, along with the vacation days due for the current year.

F. Subject to the requirements of Paragraph I, employees may be permitted to take their vacation days at any time during the calendar year. Vacation days shall be selected on a seniority basis according to each squad. All vacation requests shall be submitted in writing on the appropriate department form. Each employee agrees to provide the Chief of Police with a proposed schedule of vacation days by February 1st. Said schedule may be altered by the employee, but in no event may an employee schedule a vacation without providing at least ten (10) days' notice to the Shift Commander on the appropriate department form. The request shall then be subject to final approval by the Chief of Police. An officer shall receive a response to his/her vacation requests within five (5) calendar days after it has been submitted. Vacation requests may be denied if the requested day off conflicts with mandatory training, the City's Christmas Tree Lighting ceremony, the City's Trick or Treat Day, or the Independence Day Parade, would create a shift shortage of personnel or would create a public safety emergency as set forth in Title 40.

G. No employee shall be permitted to schedule or take any accrued vacation days in excess of ten (10) days during any calendar year without the express written consent of the Chief of

Police, which consent must be requested from the Chief of Police, in writing, not less than thirty (30) calendar days prior to the first day requested to be used as a vacation day. The Chief may grant such requests at his discretion depending upon the work load and scheduling needs of the department. An employee may schedule and take, in the aggregate, less than ten (10) accumulated vacation days upon prior notice as required by the Policies and Procedures Manual and department practices.

- H. It is understood by the parties that accrued vacation time shall not be used as terminal leave.

- I. Vacation leave shall be "front loaded" in anticipation of continued employment for the year. In the event an employee does not work the entire year, the vacation leave shall be prorated. No vacation leave shall accrue during an unpaid leave of absence.

- J. An employee must exhaust all paid leave, including compensatory time, prior to taking an unpaid leave of absence.

ARTICLE XI LEAVES

A. SICK LEAVE

1. Service Credit for Sick Leave

- a. All permanent employees or full time provisional employees shall be entitled to sick leave with pay based upon their aggregate years of service at straight time base salary.
- b. Sick Leave May Be Used Under The Following Circumstances
 - a. Time needed for diagnosis, care, or treatment of, or recovery from, the employee's own mental or physical illness, injury, or other adverse health condition, or for preventive medical care for the employee;
 - b. To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury, or other adverse health condition, or during preventive medical care for the family member;
 - c. If an employee or a family member are a victim of domestic or sexual violence, and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence;
 - d. Closure of an employee's workplace, or of the school or place of care of an employee's child, due to an epidemic or public health emergency, or

because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others; or e. If an employee needs to attend a school-related conference, meeting, function, or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

For the purposes of this section, the definitions set forth in the New Jersey Earned Sick Leave Act (N.J.S.A. 34:11D-1) are hereby incorporated by reference and shall control the interpretation of the terms contained herein.

2. Amount of Sick Leave

- a. Sick Leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment. For the purposes of this article, a sick leave day shall be equal to eight (8) hours regardless of the employee's shift.
- b. Any amount of Sick Leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.

- c. After their first year of service, in anticipation of their continued employment for the full calendar year, employees will be credited with fifteen (15) eight (8) hour working days Sick Leave at the beginning of the calendar year and may be permitted to use Sick Leave for the reasons defined above. Such Sick Leave is earned at the rate of one and a quarter (1 1/4) eight (8) hour days for each month of actual employment during the calendar year.

- d. The employee must reimburse the City in cases where sick time is credited in advance, taken with pay, but not actually earned by the employee. No sick leave shall accrue during an unpaid leave of absence. The City reserves the right to take appropriate action to recover monies uncollected. In the event an employee owes the City money for time credited, taken, but not actually earned, the City reserves the right to withhold from the employee's pay monies to be paid to the City as reimbursement to the City as a result of owed time. Where an employee is no longer in the employ of the City, the City reserves the right to apply all or part of the employee's wages from the employee's last paycheck by way of reimbursement of owed time.

3. Reporting of Absence on Sick Leave

- a If an employee is absent for reasons that entitle him to sick leave, the dispatcher shall be notified two (2) hours prior to the employee's starting time.

- 1. Failure to so notify the dispatcher shall be cause

for denial of the use of sick leave for that absence, shall be deemed to be an unexcused absence, and shall constitute cause for disciplinary action.

2. Absence without notice for five (5), consecutive days shall constitute a resignation.

b. When an employee is returning from sick leave, said employee shall, unless prevented from doing so as a result of circumstances beyond the employee's control, call to inform the dispatcher of his intended return at least four (4) hours in advance of the scheduled start of his shift.

4. Verification of Sick Leave

a. Sick leave is a benefit, and not a right. It is intended to be used for the reasons stated in paragraph A(1)(b), and not for vacation or for personal business. Any employee who shall be absent on sick leave in excess of five (5) or more consecutive work days in any calendar year shall be required to submit acceptable medical evidence substantiating his illness after the fifth such consecutive lost work day in such calendar year. The City may require proof of illness of an employee on sick leave, notwithstanding the limitation in the preceding sentence, whenever the Chief of Police suspects that the employee is abusing sick leave benefits. Abuse of sick leave shall be cause for disciplinary action. The medical evidence shall indicate the nature of the illness, the extent to which it incapacitates the employee, or the member of family, the diagnosis and

prognosis for recovery, all in the form of a physician's certification. In the event of any question concerning the above entitlement, the City may require the employee to be examined by the City physician.

- b. In case of sick leave due to exposure to a contagious disease, a certificate from the Department of Health shall be required to be submitted to the City by the employee. Likewise, in order to return to work following exposure to a contagious disease, a certificate from the department of health indicating that the employee is free from any contamination may be required by the City. Employees absent due to exposure to a contagious disease shall be required to utilize paid sick leave unless the absence is required by law to be paid by the employer or workers' compensation insurance.
- c. The City may require an employee who has been out because of personal illness as a condition of his return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees or any other City employee.

5. Work Incurred Injury

- a. Where an employee covered under this Agreement suffers a work connected injury or disability, the City shall continue such employee at full pay during the continuance of such employee's inability to work subject to the requirements of the worker's compensation act of

the State of New Jersey. In accordance with the worker's compensation act of the State of New Jersey an employee may be entitled to full pay for a period of up to one (1) year. In such event, the sole obligation of the City shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from all other sources other than proceeds from private disability policies of insurance maintained by employee. At the City's option, the employee shall either surrender and deliver any compensation, disability or other such payments to the City and receive his entire salary payment, or the City shall only pay the difference during the period such injury leave shall be granted.

- b. The employee shall be required to present evidence of a certificate from a responsible physician that he is unable to work. The City may require the said employee to present an additional certificate from the designated City doctor.

- c. In the event the employee contends that he is entitled to a period of disability pay beyond the period established by the treating physician, or a physician employed by the City or by the City's insurance provider, then, and in that event, the burden shall be upon the employee to establish entitlement to additional disability payments by obtaining a judgment and order through the Worker's Compensation Court of the State of New Jersey, which shall include a final order from the court of ultimate review, which decision shall then be binding upon the parties. A refusal to return to work

pending such final determination shall not constitute cause for disciplinary action

- d. For the purpose of this Article, any injury or illness incurred while the employee is acting in any departmental activity at the direction of the City, shall be considered to be within the line of duty.
- e. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation Judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.
- f. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave under the terms of the sick leave policy as herein described.
- g. If the employee's injury is due to willful or wanton misconduct or a wanton disregard for the personal safety of the employee or others, the City may refuse to pay the difference between the employee's salary and any amount paid through Workmen's Compensation.
- h. If the employee remains incapacitated and out of work on authorized and approved workers' compensation leave after the initial thirty (30) day period, he or she shall continue to accrue and be permitted to utilize all benefits associated with his or her employment. In addition to the foregoing, the City will continue to remit pension contributions for the employee during said

workers' compensation leave.

6. Pay Upon Termination

- a. For employees hired prior to January 1, 2020, upon retirement after twenty-five (25) full years or more of service, or upon retirement based upon permanent disability, an employee having a minimum accumulation of one hundred fifty (150) sick days shall be eligible for reimbursement for seventy-five (75) sick days and ten (10%) percent of any remaining sick days based on the rate of pay at time of retirement. An employee having less than one hundred fifty (150) sick days shall be eligible for reimbursement to a maximum of seventy-five (75) sick days. The employee shall have the option of utilizing these days as terminal leave or receiving payment for such days upon the effective date of retirement. In case of death, in the line of duty, the City will pay one hundred per cent of the employee's accumulated sick leave to the employee's beneficiaries. These monies are to be paid within sixty (60) days of the issuance of the death certificate of such employee. Except that, in accordance with N.J.S.A. 40A:9-10, the City shall not pay for accumulated unused sick leave in an amount in excess of \$15,000. Further this money shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement.

- b. Employees shall provide notification to the City by Nov. 1 of the year immediately preceding the year in which they may be eligible to or expect to retire. Such notice is not to be considered official notice of intent to

retire. Failure to provide such notice in the event of retirement will delay such payment until the calendar year following the year of retirement.

- c. No compensation for accumulated but unused sick leave will be paid to any employee upon termination, withdraw or separation except as provided within this section.

7. Accountability

In the month of January, it will be the responsibility of the Chief of Police to issue a statement to each employee listing the amount of sick days unused during the year, and the total accumulated days unused during the employee's employment.

8. Partial Leave From Duty

Sick leave shall be taken in intervals of not less than one hour.

9. Advanced Sick Leave or Accumulated Days

No advance sick leave, or accumulated days will be granted at the discretion of the Chief of Police as set forth in Article IX in order to accommodate scheduling needs of the Department.

B. FUNERAL LEAVE

- 1. Special leaves of absence with pay of four (4) working days (regardless of shift hours due to be worked) shall be granted to any employee in case of death within the employee's immediate family, with one (1) additional day which may be granted by the Chief of Police, only in

extenuating circumstances. The City of Northfield may require that the employee produce reasonable proof of death and relationship.

In addition, an employee who is an expectant parent (mother or father only), may be granted up to forty (40) hours of bereavement leave where an employee has suffered the loss of a pregnancy due to a miscarriage (up to 20 weeks), stillbirth (over 20 weeks) or termination of pregnancy due to medical necessity (at any point during pregnancy). The loss of pregnancy under any of these conditions must be substantiated by a physician's note.

2. The term "immediate family" shall include only father, mother, stepfather, stepmother, stepchild, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, and foster child of any employee, and shall also include the employee's relatives residing in his household.

3. The funeral leave shall commence immediately following the death of such immediate family member, and shall be for the sole purpose of arranging for and attending funeral services. Funeral leave may be extended, without pay, at the discretion of the Chief of Police. Funeral leave shall not constitute sick leave and shall not be deducted from the employee's annual sick leave or vacation leave.

In the event the Employee shall travel a distance greater than five hundred miles for the funeral, then he/she shall be entitled to one (1) additional bereavement day provided proof of said travel and attendance at the

funeral is provided to the City.

C. LEAVE FOR PBA MEETING

When it is necessary, the executive delegate and President and Vice-President (or appointed alternate) of PBA #77 shall be granted leave from duty with full pay for all state meetings of the PBA when such meetings take place at the time when such officers are scheduled to be on duty, providing the affected officer give seventy-two (72) hours notice to the Chief of Police to secure another officer to work in his place and such replacement officer is available to do so.

D. LIMITATIONS ON LEAVES

No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one (1) year. Any employee absent in excess of that time shall be automatically separated from the department on the first anniversary date from the date such absence began. Such employee shall be notified by certified mail at least fourteen (14) days prior to such termination, and shall be entitled to all separation compensation lawfully due to him. All leaves must be approved by the Chief of Police and the Mayor or his/her designee, except for sick leave, vacation leave, PBA leave, and funeral leave.

E. FAMILY LEAVE ACT

Family/Medical Leaves of Absence will be granted in accordance with the provisions of the Federal Family and Medical Leave Act (hereinafter "FMLA") and the New Jersey

Family Leave Act" (hereinafter "NJFLA") and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the City of Northfield, which shall be consistent with the above statutes and this Agreement. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the City will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute, and judicial decisions interpreting the requirements of each statute. The City retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE XII SALARY, LONGEVITY, AND OVERTIME

A. BASE SALARY

A. Base annual wages shall be paid in accordance with the salary schedule below:

Effective January 1, 2024, the Academy/Probation step in the expired contract shall be eliminated from the expired salary guide and Step 1 shall become the new Academy/Probation step. A new salary step shall be inserted into the expired salary guide between steps 10 and 11 (\$100,315) and the steps shall be renumbered accordingly.

Effective January 1, 2024, a 4.0% increase shall be applied to each Step of the Rank and File Salary Guide and each SOA Rank. Members of the bargaining unit that are not at the top step of the salary guide or at an SOA Rank shall advance on the salary guide to their next salary step on their anniversary date of employment.

Effective January 1, 2025, a 4.0% increase shall be applied to each Step of the Rank and File Salary Guide and each SOA Rank. Members of the bargaining unit that are not at the top step of the salary guide or at an SOA Rank shall advance on the salary guide to their next salary step on their anniversary date of employment.

Effective January 1, 2026, a 4.0% increase shall be applied to each Step of the Rank and File Salary Guide and each SOA Rank. Members of the bargaining unit that are not at the top step of the salary guide or at an SOA Rank shall advance on the salary guide to their next salary step on their anniversary date of employment.

Effective January 1, 2027, a 4.0% increase shall be applied to each Step of the Rank and File Salary Guide and each SOA Rank. Members of the bargaining unit that are not at the top step of the salary guide or

at an SOA Rank shall advance on the salary guide to their next salary step on their anniversary date of employment.

	2024	2025	2026	2027
Capt.	\$128,610	\$133,754	\$139,104	\$144,668
Lt.	\$122,528	\$127,429	\$132,526	\$137,827
Sgt.	\$113,194	\$117,721	\$122,430	\$127,327
Step 12	\$105,990	\$110,229	\$114,638	\$119,224
Step 11	\$100,315	\$104,328	\$108,501	\$112,841
Step 10	\$94,640	\$98,426	\$102,363	\$106,457
Step 9	\$88,400	\$91,936	\$95,613	\$99,438
Step 8	\$82,283	\$85,574	\$88,997	\$92,557
Step 7	\$77,379	\$80,474	\$83,693	\$87,041
Step 6	\$72,785	\$75,697	\$78,725	\$81,874
Step 5	\$68,192	\$70,919	\$73,756	\$76,706
Step 4	\$60,936	\$63,373	\$65,908	\$68,544
Step 3	\$53,680	\$55,827	\$58,060	\$60,382
Step 2	\$47,126	\$49,011	\$50,971	\$53,010
Step 1	\$43,848	\$45,602	\$47,427	\$49,324

For those police officers hired after March 19, 2009, Step 1 shall be for one (1) year in duration, including both the Academy and Probationary period. Those police officers employed prior to the execution of this contract will move in the wage step as was the prior practice.

The effective dates of the Wage Guide increases shall be January 1st, but the individual employee will change steps only on his/her anniversary date.

B. OVERTIME

1. Overtime shall consist of all hours worked in excess of the normal eight (8) hour tours of duty per day, or forty

(40) hours per week average.

For officers working a twelve (12) hour schedule, overtime shall consist of all hours worked in excess of the normal twelve hour (12) tour of duty per day, or forty (40) hours per week average.

2. Overtime as defined shall include all such hours authorized to be spent on emergencies, training sessions, all court appearances connected with and arising from their respective employment, and in any other extra duty activities which require the employee's attendance.

3. If an employee is recalled to duty, he shall receive a minimum of two (2) hours overtime pay, and may be required to work such a minimum.

4. If an employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours pay, but shall not be required to remain on duty merely to fulfill the minimum hours set forth herein, but may be required to remain on duty if, in the discretion of the Chief of Police or the Shift Commander, the employee's attendance is required. Overtime shall be paid in the pay period following the overtime worked.

5. For periods of stand-by, officers will receive two (2) hours of straight time for every eight (8) hours on stand-by, with an eight (8) hour stand-by minimum. Employees who shall be required to be in contact by cellular phone and employees while on break pursuant to

Article VIII(G) shall not be deemed to be on stand-by, unless so designated by the Chief of Police.

6. All employees covered by this Agreement in addition to their base salaries shall be paid one and one-half $1 \frac{1}{2}$ times their straight time hourly rate of pay, based on a forty (40) hour week, for all overtime authorized to be worked. Or, any and all hours worked over eight (8) per day or forty (40) per week may be taken as compensatory time at the discretion of the employee or at the discretion of the Chief of Police. Compensatory time, when taken as a credit against overtime hours, shall be calculated based upon one and one-half ($1 \frac{1}{2}$) times the employee's straight time hourly rate. Compensatory time may be earned up to a maximum of 168 hours at any one time. The cap shall be "refillable" so that once it is used, the employee may re-fill their bank up to the 168 hour maximum. Upon reaching the 168 hours, the employee shall automatically be paid in cash for any overtime hours worked at a rate of one and one half times the employee's regular rate of pay.

C. LONGEVITY

1. Each employee listed in Article XII, Section A shall, in addition to and together with his annual base salary, be paid additional compensation based upon the length of his service as determined according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
Start of fifth (5th) year	3% of base salary
Start of tenth (10th) year	4% of base salary
Start of fifteenth (15th) year	5% of base salary

Start of eighteenth (18th) year 6% of base salary
Start of twenty-fifth (25th) year 8% of base salary

2. All longevity payments shall be paid as part of the employee's regular pay.
3. Longevity pay shall be applied on the basis of the employee's anniversary date of employment, and shall commence at the adjusted rate.
4. Employees hired after January 2, 1995, will not be entitled to longevity.

D. ON CALL PAY

1. During the term of this Agreement it is understood and agreed that in the nature of police work, certain employees covered under this contract may be required, from time to time, to be "on call" as part of their police duty. However, it is further recognized by each of the employees covered by this Agreement and by their Association that certain covered employees of the rank of Patrolman, Sergeant or Lieutenant who shall be assigned to the Detective Bureau on a full-time basis only, may be required to be on call on a continuous basis. In recognition of the fact that those covered employees of the rank of Patrolman, Sergeant or Lieutenant who are designated to be on call on a continuous basis and are assigned full time to the Detective Bureau, will make themselves available at the direction of the Chief of Police, or the Lieutenants and Captains directed to oversee the work and operations of the Detective Bureau who shall not be deemed to be assigned full time to the Detective Bureau, each covered employee of the rank of Patrolman or Sergeant assigned to the Detective

Bureau on a full time basis shall receive a stipend in the amount of three percent (3%) of the covered employee's base salary (exclusive of overtime and other adjustments) for the calendar year in question, prorated based upon the percentage of the year and covered employee spent as a member of the Detective Bureau on a full time basis.

2. It is further agreed that his "on call pay stipend" shall be payable in one lump sum to the employee, to be paid on the last pay date in November. It is further understood and agreed that this "on call stipend" shall be in lieu of any other payment or compensation to the covered employees for making themselves available and on call to the detective bureau on a continuous basis.
3. It is further understood and agreed that no "on call pay or on call stipend" or any other on call compensation shall be payable to any other employee covered by this Agreement.
4. Assignment to and from the Detective Bureau shall be done at the discretion of the Chief of Police and may be done, in his discretion, at any time. In the event an employee is re-assigned from the Detective Bureau to a non-detective position, the employee shall no longer receive the detective stipend and the stipend shall be pro-rated based upon time actually assigned to the position.

E. FIELD TRAINING OFFICER

Any officer, trained and certified, who is assigned and serves as a field training officer shall receive one (1) hour of compensatory time for each twelve (12) hour shift of field training completed by the Field Training Officer.

F. SPECIAL DUTY RATE

All special duty assignments for outside vendors shall be paid at the rate of \$75 per hour to the officer. Upon passage of a revised ordinance, which shall have its first reading no later than the second Council meeting after final execution by the PBA and City of a new agreement, the rate shall increase to \$90 per hour to the officer once the ordinance is fully adopted according to law. The change in rate shall not be retroactive. The payment for the work shall be paid through the City payroll.

If a special duty employment assignment is cancelled within twenty-four (24) hours of the scheduled duty, the employee assigned shall receive payment for four (4) hours of work. In the event a third-party vendor fails to appear to the job location or leaves earlier than scheduled, the employee assigned the special duty shall receive full compensation for the scheduled assignment. This provision shall be effective upon the final adoption of the ordinance referenced above and shall not be retroactive.

It is the specific intent of the parties that an officer while so engaged in special duty shall be considered for all purposes to be on duty, under the control and employ of the City of Northfield and shall be subject to all of the rights, duties and limitations of office.

ARTICLE XIII COLLEGE INCENTIVE PROGRAM

As hereinafter set forth, the City agrees to compensate employees who undertake higher education related to their employment.

A. **ELIGIBILITY**

Courses must be taken in the area of police science or as part of a degree program in police science, must receive the approval in advance of the police committee chairman, and must be taken at an accredited two or four year college, and a passing grade must be achieved and certified by a transcript of credits earned at the end of each semester.

B. Employees hired on or after 1/1/89 shall be eligible to receive compensation for the following;

ASSOCIATE'S DEGREE	\$1000
BACHELOR'S DEGREE	\$2000

Payment is to be included in the employee's regular rate of pay. The City will not offer any monetary assistance to employees while earning their degree.

C. **NOTIFICATION**

Employees shall provide notification to the City by Nov. 1 of the year immediately preceding the year in which they will or expect to attain such degree. Failure to provide such notice will delay such payment until the calendar year following the year in which the degree was earned.

ARTICLE XIV ACTING OFFICER SENIORITY AND PROMOTIONS

A. ACTING OFFICER

Any employee who shall act for a senior officer in the absence of such senior officer, as assigned/appointed by the Chief of Police or his designee, and who shall have performed the duties of the senior officer, shall be entitled to compensation appropriate to such office, with said compensation being determined as follows:

a. Acting Officer Pay shall commence after an officer acts for a senior officer for an aggregate of 240 hours. The calculation of 240 hours shall begin on January 1, 2024 and shall be calculated as set forth herein. Once attained, it shall satisfy the 240 hour requirement moving forward. For the purposes of calculation, only when an officer serves in an acting capacity for four (4) or more hours in a shift will any hour count toward the threshold of 240. The four (4) hours do not need to be consecutive, but must be worked in a single shift in order for the time to count toward the 240-hour threshold.

b. Upon attaining the 240-hour threshold, officers shall be compensated only if they work a minimum of three (3) hours in a shift in an acting capacity. The three (3) hours do not need to be consecutive, but must be worked in a single shift in order to be compensated.

In computing the hours in acting capacity, only those hours during which the acting employee actually works and performs the duties of the acting senior officer, subject to the minimums set forth above, shall be counted. Any time not actually worked shall not be counted toward the 240-hour threshold. Compensation appropriate to the office held by the senior officer shall commence

on the 241st hour, subject to the minimums set forth above.

B. SENIORITY

It is the purpose of this section to establish the chain of authority and responsibility throughout the police department concerning employees of equal rank.

1. If appointed on the same date their respective past seniority will determine their ranking. If their previous seniority is equal, seniority will be determined by their official standing in the overall ranking.
2. All employees below the rank of Sergeant will hold seniority and authority according to their badge number. Officers with the lowest badge number will have the responsibility for making necessary decisions whenever a ranking officer is not present, or is unavailable to make decisions.

C. PROMOTIONS

1. Promotions to any higher rank in the police department shall be made pursuant to N.J.S.A. 40A:14-129 and in accordance with the policy of the City of Northfield pertaining to promotions within the police department. Promotional tests will be conducted on week days only between the hours of 8 a.m. and 3 p.m. at the Municipal building, or such other location as may be designated by the City.
2. A notice of the test must be posted on the police department bulletin board at least thirty (30) days prior to the date of the test.
3. Any employee who is eligible and wants to take the

examination must give written notice to the Chief of Police not less than seven (7) days prior to the date of the examination. A copy of the list of all employees desiring to take the test must be given to the PBA steward two (2) days prior to the test.

ARTICLE XV HOSPITALIZATION INSURANCE

A. HOSPITALIZATION, MEDICAL CARE, PRESCRIPTION DRUG BENEFITS

The City shall continue to provide a health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and all other benefits currently included in the New Jersey State Health Benefits Program (SHBP). The City shall provide a prescription plan as established under the SHBP. Employees will be subject to any co-payment established by the Prescription Drug Plan or under the medical coverage selected by the employee.

C. Eye and Dental Care

1. The City shall continue to provide an Optical Plan and Dental Program including all benefits and coverages which are currently in effect as of the date of this Agreement.

2. Co-Payment

All employees in the Optical Plan and Dental Program shall be subject to a maximum aggregate payment by the City of \$2,500.00 per person and \$4,500.00 per family for each calendar year. For any expenditures in excess of these dollar amount limitations, the City shall be responsible for only fifty (50%) percent of the co-payment. The first fifty (50%) percent of each dollar in excess of the aggregate limits shall become the responsibility of the employee.

D. Right to Change Insurance Carriers

The City, pursuant to the laws of the State of New Jersey,

shall retain the right to select and change insurance carriers for the benefits set forth above, during the term of this Agreement provided reasonable and sufficient notice is given to the PBA and so long as the benefits, coverages, and administration is substantially equivalent or better. For the purposes of this section, "reasonable and sufficient notice" shall mean a period of forty-five (45) calendar days, or as soon as is practicable. Upon request, the PBA shall be provided with copies of documents and material needed to fully evaluate the insurance plans and proposed changes.

D. **Retirement**

1. **Optical Plan and Dental Program**

Employees hired prior to January 1, 1989, shall be given full credit toward time of service for the purpose of carrying on these benefits upon retirement. Employees hired on or after January 1, 1989, who have prior service with another Department in the New Jersey Police and Fireman's Retirement System (PFRS) shall be given a year of credit for every two (2) years served elsewhere. This is for the purpose of credit toward time of service for retirement benefit purposes. All employees hired after December 31, 1994, shall not be entitled to receive Dental, Optical and Prescription coverage upon retirement.

1. **Medical Plan**

a. Employees hired before October 1, 2004, shall receive health benefits paid for by the City in compliance with *Resolution No. 122-78* and N.J.S.A. 40A:10-23 upon retirement twenty-five (25) years or

more of service credit in the Police and Fireman's Retirement System (PFRS). The health benefits coverage shall be the same as then currently be provided to active employees.

- b. Employees hired after October 1, 2004, shall receive health benefits paid for by the City upon retirement after attaining the minimum age of fifty (50) and twenty-five (25) years or more of service credit with the City of Northfield and in the Police and Fireman's Retirement System (PFRS). These health benefits shall be paid for by the City until the retired employee becomes eligible for Medicare. The health benefits coverage shall be the same as those currently being provided to active employees.

E. **Disability Insurance**

At the request of the employees covered by this Agreement, the City agrees to recognize one disability insurance provider or one agent to represent those employees who obtain disability insurance at their own expense. All costs of insurance shall be borne by the employee electing to participate in same. The City will not become a sponsor, a bargaining agent or a designated participant in any such group disability insurance program. The selection of the single program and participation thereof shall be solely at the election of the covered employees. However, the City does agree to permit each covered employee to request a payroll deduction for the payment of such insurance so long as payment shall be made not less frequently than monthly, and so long as the City accepts no liability or responsibility to the

employee or to the insurance provider other than to deduct the payments and to submit a check to the provider on behalf of the covered employees.

It is understood and agreed that the City shall undertake this program for only one disability carrier, which carrier shall be selected by the majority of those covered employees electing to participate therein.

It is further agreed that disability insurance as described in this section is intended to refer to private disability coverage offered by individual carriers and does not pertain to any program of State disability insurance which is currently in effect.

F. **Opt-Out Payments**

The New Jersey State Health Benefits Program (SHBP) provides that a municipality may allow an employee covered as a dependent by a spouse's employer to waive SHBP health benefits coverage. The decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

Consistent with the provisions of the applicable law, the City has agreed with the PBA to adopt an Opt-Out Payment Plan as follows:

Commencing January 1, 2009, employees who can certify that they are covered under other health coverage may "opt-out" of the health benefits provided by the City of Northfield through the New Jersey State Health Benefits Program. Employees can

certify that they are covered under other health coverage by completing the "Coverage Waiver" form provided by the State of New Jersey Division of Pensions and Benefits.

Employees electing to "opt-out" of health coverage will receive a payment representing no more than 25% or \$5,000, whichever is less, of the amount saved by the employer, per annum prorated for the period of time each year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1st of each year.

An employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the division, in such form as the director of the division shall prescribe, that the waiver is revoked.

G. Cost Contribution

Employees shall be required to contribute to the costs of the

Health Insurance Plan as may be mandated by law, including P.L. 2011, Chapter 78 and shall replace and not be in addition to any other contribution. All employees and retirees with less than 20 years of service as of June 28, 2011, shall be required to contribute to the cost of health benefits in accordance with the following chart below. Such payments shall be withheld in equal installments throughout the year from an employee's pay checks. The City shall establish and adopt a Section 125 Plan so that said contributions would be "pre-tax".

The percentages listed shall be the percentages of the premium that the employee or retiree is required to contribute. In no event, however, shall the contribution be less than 1.5% of the employee's salary or the retiree's pension.

Salary/Pension Range	SINGLE	M/S & P/C	FAMILY
Less than 20,000	4.50%	3.50%	3.00%
20,000 - 24,999.99	5.50%	3.50%	3.00%
25,000 - 29,999.99	7.50%	4.50%	4.00%
30,000 - 34,999.99	10.00%	6.00%	5.00%
35,000 - 39,999.99	11.00%	7.00%	6.00%
40,000 - 44,999.99	12.00%	8.00%	7.00%
45,000 - 49,999.99	14.00%	10.00%	9.00%
50,000 - 54,999.99	20.00%	15.00%	12.00%
55,000 - 59,999.99	23.00%	17.00%	14.00%
60,000 - 64,999.99	27.00%	21.00%	17.00%
65,000 - 69,999.99	29.00%	23.00%	19.00%
70,000 - 74,999.99	32.00%	26.00%	22.00%
75,000 - 79,999.99	33.00%	27.00%	23.00%
80,000 - 84,999.99	34.00%	28.00%	24.00%
85,000 - 89,999.99	34.00%	30.00%	26.00%
90,000 - 94,999.99	34.00%	30.00%	28.00%
95,000 - 99,999.99	35.00%	30.00%	29.00%
100,000 - 109,999.99	35.00%	35.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%

ARTICLE XVI CLOTHING ALLOWANCE

- A. Every employee, both uniformed and non-uniformed is responsible for cleaning, maintenance and purchase of his/her clothing and uniforms.

- B. It is agreed that the City shall replace uniforms or make the necessary modifications in the event of a change of uniform appearance at no cost to the employee.

- C. All clothing and uniforms, watches or eyeglasses damaged in the line of duty shall be replaced by the City at no cost to the employee only after inspection and certification by the Chief of Police, or his designee. Amounts to be 100% of prescription eyewear and up to \$100.00 for sunglasses and/or watches.

- D. The individual officer shall be dressed accordingly to department rules and regulations or may be subject to disciplinary actions.

- E. The City will provide the initial issue of all uniforms and equipment to new employees at no cost to the employee.

- F. In the event of a promotion from patrolman to sergeant, the City will modify the appropriate uniforms. In the event of a promotion from sergeant to lieutenant or captain, the city will purchase the necessary uniforms.

**ARTICLE XVII CONTINUATION OF BENEFITS NOT COVERED BY THIS
AGREEMENT**

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the City charter, ordinances, rules and regulations of the Police Department of the City and any present or past benefits which are enjoyed by the employee covered by this Agreement, that have not been addressed in this Agreement, shall be continued.

ARTICLE XVIII NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The City and the Association agree to enter into negotiations over a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the Association agrees to present to the City its proposals for modifications to be included in the successor agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any agreement so negotiated shall incorporate all rights and obligations assumed by each party and reflect the complete and final understanding on all bargainable issues which were, or could have been, brought to the bargaining table. Such agreement shall apply to all members of the negotiating unit, shall be reduced to writing, and after ratification by the City, signed by all parties.

- B. Neither party in any negotiations shall have control over the selection of the negotiation representative of the other. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations, consistent with their status as representatives of their principals.

- C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations, and by a written amendment duly executed by both parties.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this 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 of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XIX SEPARABILITY AND SAVINGS

A. In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable state or civil service (where applicable) law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement. In the event that a clause is declared to be illegal, invalid or null and void, then the parties shall meet immediately to attempt to negotiate a provision in its place. This re-opener shall not be subject to the interest arbitration law.

ARTICLE XX PROBATIONARY EMPLOYEES AND ENLISTMENT AGREEMENT

- A. An employee will be considered probationary until he has completed one (1) year of service following his date of hire. During such period the employee may be terminated at the discretion of the City.

- B. The City will make every effort to place new appointees into police academy as soon as possible after their appointment.

- C. All employees hired on or after Jan. 1, 1989 who shall receive basic police training at City expense shall reimburse the City for the cost of such basic training and for such additional expenses incurred by the City in connection with said employment and training, provided such employee terminates his employment (whether voluntarily or involuntarily) with the City within three years from the date of entry into the police academy and becomes employed elsewhere in police or security related work within two years after termination of employment with the City. Reference herein to police or security related work is intended to be broadly construed in favor of the City.

The City and the union agree that in lieu of itemizing expenses, for the term of this Agreement, the reimbursement required of any terminated employee shall be seven thousand dollars

(\$7,000). This reimbursement shall be pro-rated if the employee terminates prior to payment by the City of the cost of basic training. Thereafter, there shall be no abatement or

probation.

It is further understood and agreed that reimbursement shall not be required of any employee who terminates as a result of binding orders to report for active military service.

For the purposes of this Article, "basic police training at City expense" shall include City expenditures to another municipality in accordance with N.J.S.A. 40A:14-178, so that if the City expends funds to appoint the officer and said officer leaves the employ of the City of Northfield within one year of the date of appointment, the employee shall reimburse the City for the amount expended pursuant to N.J.S.A. 40A:14-178 and half of that amount if the employee leaves within two years of the date of the appointment. This amount shall not be charged in the event the separation is for cause.

ARTICLE XXI - FUNERAL EXPENSES AND SURVIVOR/ESTATE BENEFITS

A. In the event a member is killed in the line of duty or from injuries sustained while working, the City shall, upon receipt of an invoice or other acceptable documentation, pay up to \$10,000 toward funeral and related expenses.

B. In the case of death of an employee in the line of duty or from injuries sustained while working, the City will pay one hundred percent of the employee's accumulated vacation days, holidays, personal days and compensatory time. In the case of death of an employee off duty, the City will pay the employee's accumulated/earned vacation days, holidays, personal days and compensatory time, which shall be pro-rated based upon the date of death.

ARTICLE XXII - LICENSING REQUIREMENTS

A. On July 21, 2022, Governor Murphy signed P.L. 2022, c. 65, which establishes a police licensing program for all New Jersey law enforcement officers. P.L. 2022 amended the Police Licensure Act, as codified at N.J.S.A. 52:17B-66, et seq.

B. All fees and costs required for the application, renewal and maintenance of licensing requirements/standards; and any continuing education requirements for licensing maintenance shall be borne by the City. However, the City will only pay for two attempts to get or renew his or her license. After that, the employee shall be responsible for future fees and costs.

ARTICLE XXIII MISCELLANEOUS

- A. This Agreement shall be governed and construed by the laws of the state of New Jersey.

- B. When used herein the singular shall be deemed to include the plural where interpretation warrants, and the masculine gender shall be deemed to include the feminine gender, and vice versa.

- C. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

- D. Upon completion of twenty-five (25) years of pensionable service, a retiring officer's handgun may be purchased by the retiring officer at the fair market value of the weapon at the time of retirement.

- E. Schools and Training (12 Hour employees)

a. **Mandatory In-Service Training:** Officers would be temporarily assigned to annual in-service training given by the Atlantic County Police Academy in accordance with the prescribed number of in-service days. In the event that any of these police in-service training days fall on a scheduled day off, the officer would receive twelve (12) hours of compensatory time for each of the applicable days.

b. **Officer Requested Training:** Officers would be scheduled on work days or may be scheduled on off days without compensation, unless approved by the Chief of Police.

ARTICLE XXIV COMMENCEMENT DATE AND DURATION OF AGREEMENT

- A. This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until December 31, 2027.

- B. The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining Agreement is to expire. At least three (3) negotiations sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement shall remain in full force and effect until such successor agreement is reached.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed on this

16 day of ^{MAY} March, 2024, by their respective officers, effective the date and

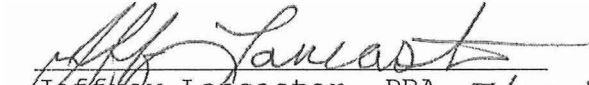
year first above written.

CITY OF NORTHFIELD


BY: Erland Chau, Mayor

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC. MAINLAND LOCAL NO. 77


BY: Michael Buccafurni, PBA Shop Steward


Jeffrey Lancaster, PBA 5/16/24
President

ATTEST:


Mary Canesi, City Clerk

PBA Negotiations Committee:

Andrea Gross
Will Van Pelt
Christian Sancer
Scott Pollak
Willem Geiger