

CITY OF NORTHFIELD, NJ
AND
CHIEF OF POLICE MARK VONCOLLN
MEMORANDUM OF AGREEMENT

This Memorandum Agreement, is made this 3rd day of September, 2024 by and between the City of Northfield and Mark VonColln, Chief of Police and is meant to set forth the terms and conditions of employment for Chief VonColln.

FLSA EXEMPT POSITION (NO OVERTIME)

The position of Chief of Police shall be designated as an exempt position as that term is defined under the Federal Fair Labor Standards Act and the Chief of Police shall therefore not be entitled to any overtime compensation in the form of cash or compensatory time and shall work all hours deemed necessary to execute the duties of his position, which shall normally be at least 40 hours per week.

MONETARY COMPENSATION

Commencing January 1, 2024, the annual base salary to be paid to the Chief of Police shall be as follows:

Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026
\$165,000	\$174,900	\$178,400

HOLIDAYS

The Chief of Police shall receive thirteen (13) additional conciliatory days in lieu of Holidays and any other day granted to municipal employees by the Mayor or Governing Body, except for closures due to inclement weather or other unforeseen circumstances. This time can be used at the Chiefs discretion but cannot be carried over from year to year for any reason.

New Year's Day	Martin Luther King Day	President's Day
Good Friday	Memorial Day	Juneteenth
Independence Day	Labor Day	Columbus Day
General Election Day	Veterans Day	Thanksgiving
Christmas Day		

PAID LEAVES

Based on his hire date of November 23, 1998, the Chief of Police shall receive the benefit of four (4) personal days, thirty (30) vacation days, and fifteen (15) sick days on an annual basis.

Personal days shall not carry over year to year, and must be used in the year in which they are earned.

Vacation days shall be an accrued benefit, but shall be granted in advance as of January 1st annually, in anticipation of continued employment. In the event the Chief does not work a full year, the days shall be

pro-rated accordingly. Vacation days not used can be carried over from one year to the next, but at no time shall the Chief have more than fifty (50) days of vacation leave. The use of (1) day is equal to being off one scheduled 8 hour shift. The Chief of Police must reimburse the City in any case where vacation time is credited in advance, taken with pay, but not actually earned.

The Chief of Police shall have the option not to use up to seven (7) vacation days per calendar year to which he is entitled to "sell back" to the city at his daily rate of pay. The Chief agrees to notify the City, in writing, by November 15th.

Sick leave shall be an accrued benefit, at the rate of 1.25 days per month, but shall be granted in advance as of January 1st annually, in anticipation of continued employment. In the event the Chief does not work a full year, the days shall be pro-rated accordingly. Unused sick days shall accumulate to the Chief of Police's credit, to be used when and if needed for such purpose. The Chief of Police must reimburse the City in any case where sick time is credited in advance, taken with pay, but not actually earned.

The Chief of Police agrees to abide by all applicable City policies concerning the use of sick leave and the documentation of illness.

Where the Chief of Police suffers a work-connected injury or disability, the City shall continue the Chief of Police at full pay during the continuance of such inability to work subject to the requirements of the Workers' Compensation Act of the State of New Jersey. In accordance with the Workers' Compensation Act of the State of New Jersey, the Chief of Police 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 Chief of Police the difference between his regular pay and any compensation, disability or other payments received from all sources, other than proceeds from private disability policies of insurance maintained by the Chief of Police. At the City's option, the Chief of Police 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.

MEDICAL, PRESCRIPTION DRUG, OPTICAL AND DENTAL BENEFIT

The City shall provide the Chief of Police with medical, optical and dental insurance, as well as prescription coverage. At no time shall the Chief of Police receive less medical insurance/coverage than that which is received by city employees or any or member of the Police Department. Also, the Chief of Police shall pay a cost contribution for Health Insurance Plan coverage at the rates set forth in tier four of P.L. 2011, Chapter 78.

Payment shall be made by the way of withholdings from each payroll check.

If the Chief chooses to "Opt Out" or waive his medical coverage he may immediately " Opt Back In" at any time provided that he ceases, for any reason, to be eligible for his spouses NJ Horizon BCBS Direct 15 medical Insurance, to the extent provided for by law. This includes, but is not limited to the retirement, death of his spouse, divorce, or any other change in life event. In addition, if the Chief Opts Out while actively employed with the City of Northfield, it does not prevent retired coverage for himself or his family/dependents.

MEDICAL, PRESCRIPTION DRUG, OPTICAL AND DENTAL BENEFIT UPON RETIREMENT

Upon retirement with twenty-five (25) years or more of service credit in the Police and Fireman's Retirement System (PFRS), the Chief of Police shall be entitled to receive full medical insurance, optical and dental care, as well as prescription coverage, paid for by the City as permitted under N.J.S.A. 40A10-23. The health benefits coverage shall be the same as then currently being provided to active employees

upon the Chief's retirement, including any required contributions.

PAY UPON TERMINATION

Upon retirement after twenty-five (25) full years or more of service, or upon retirement based on permanent disability, if the Chief of Police has a minimum accumulation of one hundred fifty (150) sick days, he 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. If the Chief of Police has less than one hundred fifty (150) sick days, he shall be eligible for reimbursement to a maximum of seventy-five (75) sick days. In case of death, the City shall pay one hundred (100) percent of the Chief of Polices' accumulated sick leave to his beneficiaries. These monies are to be paid within sixty (60) days of the issuance of the death certificate of the Chief of Police.

The Chief of Police shall provide notification to the City by November 1 of the year immediately preceding the year in which he 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 could delay such payment until the calendar year following the year of retirement.

At retirement, the Chief of Police shall receive compensation for any earned but unused vacation, holiday, and compensatory time left in his bank.

CITY OF NORTHFIELD PERSONNEL AND POLICY PROVISIONS

Except as described herein, the terms and conditions of employment set forth in the City of Northfield Personnel and Policy Manual shall apply to the Chief of Police.

POLICE VEHICLE

The Chief of Police shall have full 24-hour use of an unmarked vehicle from the fleet of police vehicles, which shall be maintained and equipped at the City's expense. Due to the nature of his position, it is understood that the Chief may need to report to work when otherwise "off duty" and, therefore, it is understood that Chief's may utilize this vehicle when he is "off duty" but available for work. In the event the Chief is on leave or unavailable for work for any reason, he shall not be utilizing the City's vehicle.

EDUCATION AND PROFESSIONAL DEVELOPMENT

It shall be the Policy of the City of Northfield to encourage membership in professional organizations such as NJSACOP, ACACOP, IACP, FBINA, LEEDS and to encourage periodic skills enhancement training at conventions, courses, classes, and seminars. The City shall provide the cost of such training and grant time off necessary to attend.

Subject to sufficient funds in the Chiefs or cities budget and upon approval of the Mayor, the Chief can apply for reimbursement of tuition expenses incurred for training or certification courses "directly related" to the Chief's work. The Mayor or his designee will be the sole judge of whether a particular course or program is "directly related" to the employee's work.

LEGAL DEFENSE

The City shall provide the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with and as limited by the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the Chief of Police, subject to the approval of the City, and such approval shall not be unreasonably withheld by the City. However, if an attorney is provided to represent the Chief of Police in any matter through an

insurance carrier of the City, including but not limited to the Atlantic County Joint Insurance Fund or the Municipal Excess Liability Fund, the Chief agrees to be represented by that attorney in that matter at no additional cost to the City. The City shall similarly be responsible for indemnification and counsel in connection with all claims, including compensatory damages, for actions filed subsequent to the expiration of this agreement which arose due to employment of the Chief of Police by the City of Northfield and in accordance with and as limited by the laws of the State of New Jersey and of the United States.

FUNERAL LEAVE

Special leave of absence with pay up to a maximum of five (5) working days shall be granted to the Chief of Police in case of death within the immediate family, provided that said employee attend the funeral.

The term "immediate family" shall include father, mother, step-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, brother, sister, spouse, child, grandchild, foster child of an employee, or any other persons residing in the employee's household.

The special leave period is for arranging and/or attending funeral services. Such special leave may be extended without pay at the discretion of the Mayor. The above shall not constitute sick leave and shall not be deducted from the employee's annual sick leave.

FUNERAL EXPENSES AND SURVIVOR/ESTATE BENEFITS

In the event the Chief dies in the line of duty or from injuries sustained while working, the City shall, upon receipt of an invoice or other documentation, pay up to \$10,000 dollars toward funeral and related expenses.

In case of death of the Chief either on or off duty, the City shall pay one hundred percent of the Chief's accumulated sick time, vacation time, holiday time, personal days, and compensatory time.

TRANSITION UPON RETIREMENT

The City and Chief of Police desire and agree to affect an orderly transition upon the Chief's retirement. The Chief of Police shall give notice of his retirement at least ninety (90) days before his retirement date. The City shall, to the extent possible, within (10) days of this notification provide the Chief with who his successor will be. During this ninety (90) day period preceding his retirement, the Chief shall pass full control and responsibility of the running of the department to his successor, and will remain active only in a consulting role to facilitate an orderly transition.

DURATION

This memorandum shall be in full effect as of January 1, 2024 and shall continue in effect until 12/31/2026 or until re-negotiated by both the City of Northfield and the Chief of Police.

Except as otherwise provided herein, all rights, privileges and benefits which Chief VonColln has heretofore enjoyed in the past and is presently enjoying shall be maintained and continued by the employer at not less than the highest standards in effect during the life of this agreement. In addition, any benefit provided to any subordinate of the Chief, which is greater than that which is provided for herein, shall automatically be provided to the Chief without the necessity of a specific amendment to this memorandum of agreement.

RETROACTIVE APPLICATION OF AGREEMENT


Any monetary amount as well as any additional negotiated changes in this agreement shall be paid or credited immediately within a reasonable time period after the execution of this agreement.

SEPARABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

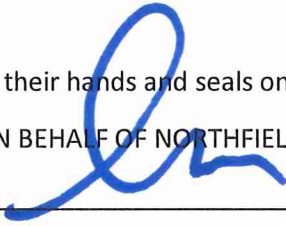
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

CHIEF OF POLICE



Mark VonColln

ON BEHALF OF NORTHFIELD



Mayor Erland V.L. Chau

CLERK



Mary Canesi, RMC