

AGREEMENT
BETWEEN
TOWNSHIP OF BLOOMFIELD
AND
THE SUPERIOR OFFICERS ASSOCIATION
BLOOMFIELD POLICE DEPARTMENT

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement is entered into this _____ day of _____, 2023 by and between the TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a Municipal Corporation of the State of New Jersey (hereinafter called the “Township” or the “Employer”) and THE SUPERIOR OFFICERS ASSOCIATION, BLOOMFIELD POLICE DEPARTMENT (hereinafter called the “Association”).

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the exclusive majority representative for all Sergeants, Lieutenants, Captains and Deputy Chiefs in the Police Department of the Township.

ARTICLE II

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the government and its properties and facilities and the activities of its employees;

2. To hire all employees, and 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 disciplinary action permitted by law for good and just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and by the Constitution and Laws of New Jersey and of the United States.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

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

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association on behalf of an individual employee or group of employees, or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

a) An aggrieved employee, the Association on behalf of an aggrieved employee or employees, or the Township, shall institute action under the provisions hereof within ten (10) working days of the occurrence giving rise to the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his Division Commander, for

the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

b) The Division Commander shall render a decision within five (5) calendar days after receipt of the grievance.

c) In the case of Deputy Chief only, the grievance may be initiated at Step Two, within ten (10) days of occurrence.

STEP TWO:

a) In the event the grievance has not been resolved in or at Step One, the employee or the Association shall, in writing and signed, file the grievance with the Chief of Police, within three (3) calendar days following the determination at Step One.

b) The Chief of Police shall render a decision, in writing, within five (5) calendar days from receipt of the grievance. However, in the event the Chief of Police is on leave, off-duty or out of town, the five (5) calendar day time limit shall not begin running until the Chief of Police has returned.

STEP THREE:

a) In the event the grievance has not been resolved in or at Step Two, the employee or the Association may appeal, in writing, the Chief of Police's determination to the Township Administrator within five (5) working days following the determination at Step Two.

b) The Township Administrator shall render a determination, in writing, within ten (10) calendar days from receipt of the appeal, however, in the event the Township Administrator is on leave, off-duty or out of town, the ten (10) calendar day time limit shall not begin running until the Township Administrator has returned.

STEP FOUR:

a) In the event the grievance has not been resolved in or at Step Three, the employee or the Association may appeal, in writing, the Township Administrator's determination to the Mayor and Township Council within five (5) calendar days following the determination at Step Three.

b) The Mayor and Township Council shall render a determination, in writing, within fifteen (15) calendar days from receipt of the appeal.

STEP FIVE:

a) In the event the grievance has not been resolved in or at Step Four, the matter may be referred to arbitration as hereinafter provided.

b) In the event that the Township or the Association desires to submit a grievance to arbitration, the following shall be followed:

(1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party (ies) within ten (10) calendar days following receipt of the Mayor and Council's determination.

(2) The party demanding arbitration shall request the New Jersey State Board of Mediation to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the New Jersey State Board of Mediation.

(3) The costs of the services of the arbitrators shall be borne equally by the Township and the Association.

(4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

(5) The decision of the arbitrator shall be final and binding according to law upon the Township and the Association.

D. A failure to respond to any Step in this procedure by the Township, or its agents, shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

E. Time limits may be extended by the parties by mutual written agreement in instances where a designated member of the Association or a Township Official, whose presence is required or necessary to present, hear or resolve a grievance, is unavailable because of illness, vacation or other bona fide cause.

F. The Township reserves the right to file, in writing, a grievance on its behalf with the Association, which shall conduct a conference with representatives of the Township (not to exceed three (3) within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily made within ten (10) calendar days after such meeting, either party may file within ten (10) calendar days for final and binding arbitration in accordance with this Article.

G. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor and Council on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association.

ARTICLE IV

DEDUCTIONS FROM SALARY

A. The Employer agrees to deduct from the salaries of its employees (both Association and non-Association members), subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, P.L. of 1967, N.J.S.A. (R.S, 52:14-15.9 (e), as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer within one (1) working day from each pay day during a given year of each payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The Association shall provide the necessary "checkoff authorization" form and deliver the signed forms to the appropriate office. The Association shall indemnify, defend and save the Employer 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 Employer in reliance upon salary deduction authorization cards submitted by the Association to the Employer.

ARTICLE V

NO-STRIKE PLEDGE

A. 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, walkout or other deliberate interference with normal work procedures against the Employer. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout it is covenanted and agreed that participation in any such activity, by any employee covered under the terms of this Agreement, may be deemed grounds for termination of employment of such employee or employees subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Association or its members.

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. Employees shall be assigned, at the discretion of the Chief of Police, to the Pitman schedule or five (5) consecutive days on and two (2) consecutive days off except in case of emergency as provided in Section 50-5 of the "Bloomfield Town Code."

B. The normal daily tour of duty is as follows:

5-2 Personnel

1. Fifteen (15) minutes prior to commencement of tour of duty: for show up and shape up (Training).

2. Fifteen (15) minutes after tour of duty: to complete reports and transfers of information, if necessary.

3. Memorial Day inspection, The Association shall cooperate with the Chief of Police in connection with the efforts to recruit volunteers to march in the annual Memorial Day Parade. Employees shall not be ordered to march in or stand inspection prior to the Memorial Day Parade and if they volunteer to march in or stand inspection prior to the parade they shall not be compensated.

4. Departmental meetings, if necessary.

5. Personnel conferences with individual subordinates, if necessary.

6. Normal tour of duty consists of eight (8) hours plus 1-5 above.

Pitman Schedule Personnel

1. Formal classroom training forty-seven (47) hours per year for police officers.

2. Memorial Day inspection. The Association shall cooperate with the Chief of Police in connection with the efforts to recruit volunteers to march in the annual Memorial Day Parade. Employees shall not be ordered to march in or stand inspection prior to the Memorial Day Parade and if they volunteer to march in or stand inspection prior to the parade, they shall not be compensated.

3. Departmental meetings, if necessary.

4. Personnel conferences with individual subordinates, if necessary.

5. Normal tour of duty consists of an eleven (11) hour shift plus # 1-4 above.

6. Employees working the Pitman Schedule shall have vacation and sick time calculated based on an eleven (11) hour shift.

C. 1. The normal yearly work schedule shall consist of two thousand eighty (2080) hours per year for 5-2 Personnel and two thousand sixty (2060) hours for Pitman Personnel.

2. The Pitman schedule is as follows:

- 0600-1700
- 1630-0330
- 1930-0630

D. 1. Hours worked in excess of those regularly scheduled, as provided in Sections A, B and C above, shall be deemed overtime provided such work has been authorized and shall be compensated at one and one-half (1-1/2) times the regular rate of pay. In the computation of an employee's regular hourly rate of pay, an employee's base annual salary plus longevity shall be divided by two thousand eighty (2080) hours.

2. The present methods utilized in computation of overtime, for those eligible, shall be maintained as stated in a certain ordinance entitled, "An Ordinance Establishing an

Overtime Pay Program for the Officers and Members of the Police and Fire Departments of the Township of Bloomfield," adopted October 21, 1968, Volume 11 of Township Ordinances, pages 112, etc.

E. Those employees who are assigned to the five (5) consecutive days on two (2) consecutive days off tour of duty who by working their regularly scheduled normal tour, work in excess of two thousand eighty (2080) hours per year, shall be compensated as follows for said extra time:

1. One (1) compensatory day off per month.

2. Five (5) days off as follows:

New Year's Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

F. Payment for overtime hours worked shall be in the next paycheck if payment is chosen instead of compensatory time. Overtime shall be paid at the rate of pay in effect on the date that overtime is worked.

Employees may, at their option, take "time-coming" in lieu of pay for overtime. The "time-coming" shall be earned at the rate of time and one-half (1-1/2) and shall be granted when requested provided manpower requirements are met. This "time-coming" provision shall not apply to compensatory days granted to 5-2 personnel under Paragraph E hereof.

G. In the event an employee is required, on behalf of the Township of Bloomfield, to appear in any judicial or administrative proceeding on his day off, time off, or vacation time, in

connection with his duties as a police officer, he shall be paid one and one-half (1-1/2) times his regular hourly rate of pay, except that an employee who is required to appear in Superior Court or Municipal Court for criminal cases or motor vehicle cases shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) his regular hourly rate.

H. Shift Picks – Yearly shift picks to be conducted in October and in effect by January 15th and lasting one full year.

I. The Township will pay eight (8) hours pay for eight (8) hours of overtime worked, in the event an employee is required to work two (2) consecutive or continuous shifts.

J. Captains shall be paid four hundred (\$400) dollars per calendar year for the administration of overtime in their divisions and shall be ineligible for any overtime pay. The flat rate of pay of four hundred (\$400) dollars shall be payable semi-annually, two hundred (\$200) dollars in July and two hundred (\$200) dollars in December of each year.

K. Month Days:

- a. Effective January 1, 2023, Month Days will be issued on the first day of each month and must be used by the end of the month.
- b. Month Days not used in the month earned shall be forfeited and shall not accrue.
- c. Any 2022 Month Days must be used by December 31, 2023 or they will be forfeited.
- d. If there is an emergency declared by the Police Department that prevents the usage of Month Days during the month earned then there shall be an extension of 3 months to use such days.

ARTICLE VII

VACATION LEAVE

A. (1) Employees hired before January 1, 2011 (including Jennifer Horn, James Peri, and Dominick Sodano) on the 5-2 schedule shall receive vacation with pay according to the following schedule:

In the 1st calendar year of service, an employee earns 1.416 working days each month or major fraction thereof of service and may take NO days vacation.

In the 2nd calendar year of service, an employee is credited with seventeen (17) working days per year of service and may take the number, of days earned in the 1st calendar year of service as vacation.

In the 3rd through 10th calendar year of service, an employee is credited with seventeen (17) working days per year of service and may take seventeen (17) working days of vacation.

In the 11th through 20th calendar year of service, an employee is credited with twenty-three (23) working days per year of service and may take twenty-three (23) working days of vacation.

In the 21st calendar year of service and thereafter, an employee is credited with twenty-five (25) working days per year of service and may take twenty-five (25) working days of vacation.

(2) Employees hired after January 1, 2011 (excluding Jennifer Horn, James Peri, and Dominick Sodano) on the 5-2 schedule shall receive vacation with pay according to the following schedule:

In the 1st calendar year of service, an employee earns 1.083 working days each month or major fraction thereof of service and may take NO days vacation.

In the 2nd calendar year of service, an employee is credited with thirteen (13) working days per year of service and may take the number, of days earned in the 1st calendar year of service as vacation.

In the 3rd through 10th calendar year of service, an employee is credited with thirteen (13) working days per year of service and may take thirteen (13) working days of vacation.

In the 11th through 20th calendar year of service, an employee is credited with nineteen (19) working days per year of service and may take nineteen (19) working days of vacation.

In the 21st calendar year of service and thereafter, an employee is credited with twenty-one (21) working days per year of service and may take twenty-one (21) working days of vacation.

(3) Employees hired before January 1, 2011 (including Jennifer Horn, James Peri, and Dominick Sodano) on the Pitman schedule shall receive vacation with pay according to the following schedule:

In the 1st calendar year of service, an employee earns 11.328 hours per month or major fraction thereof of service and may take NO vacation.

In the 2nd calendar year of service, an employee is credited with one hundred thirty-six (136) hours per year of service and may take the number of hours earned in the 1st calendar year of service as vacation.

In the 3rd through 10th calendar year of service, an employee is credited with one hundred thirty-six (136) hours per year of service and may take one hundred thirty-six (136) hours of vacation.

In the 11th through 20th calendar year of service, an employee is credited with one hundred eighty-four (184) hours per year of service and may take one hundred eighty-four (184) hour of vacation.

In the 21st calendar year of service and thereafter, an employee is credited with two hundred (200) hours per year of service and may take two hundred (200) hours of vacation.

(4) Employees hired after January 1, 2011 (excluding Jennifer Horn, James Peri, and Dominick Sodano) on the Pitman schedule shall receive with pay according to the following schedule:

In the 1st calendar year of service, an employee earns 8.666 hours per month or major fraction thereof of service and may take NO vacation.

In the 2nd calendar year of service, an employee is credited with one hundred four (104) hours per year of service and may take the number of hours earned in the 1.st calendar year of service as vacation.

In the 3rd through 10th calendar year of service, an employee is credited with one hundred four (104) hours per year of service and may take one hundred four (104) hours of vacation.

In the 11th through 20th calendar year of service, an employee is credited with one hundred fifty-two (152) hours per year of service and may take one hundred fifty-two (152) hour of vacation.

In the 21st calendar year of service and thereafter, an employee is credited with one hundred sixty-eight (168) hours per year of service and may take one hundred sixty-eight (168) hours of vacation.

B. The total years of service after permanent appointment of each employee in the classified Civil Service shall be considered in determining annual vacation leave provided under the above schedule.

C. Vacation leave shall be taken in accordance with Section A of this Article at such time as requested and approved by the: Chief of Police unless the Chief of Police, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

D. When in any calendar year the annual vacation leave, or any part thereof, is not granted and taken, such annual vacation leave or part thereof not granted and taken shall accumulate to the credit of the individual employee. No employee upon termination by reason of retirement, resignation, layoff or death shall be paid in excess of two (2) years' accrued vacation leave (e.g., two (2) years' accrued leave equals fifty (50) days for personnel with twenty (21) years of service on the 5-2 schedule in 2007 (42 days if hired after January 1, 2011)).

E. Employees who have been permitted, prior to the signing of this Agreement, to carry over and accumulate vacation beyond the year following the calendar year in which it is earned due to the pressure of work or other emergency situation, as noted in Section C above, will not forfeit any such vacation.

F. Following completion of the 1st calendar year of service, vacation leave for the forthcoming year shall be accrued and credited on January 1 of each year. Effective January 1, 2009, when an employee's employment relationship with the Township is terminated for any reason the amount of vacation pay credited at the beginning of the last year of employment shall be prorated by the amount of months served in that year.

ARTICLE VIII

HOLIDAY PAY

A. Every employee shall be compensated at the rate of seven and ninety-seven hundredths percent (7.97%) of base pay, in lieu of time off, for holiday pay.

B. When calculating holiday pay, the base pay shall be established as of July 1, or effective date of termination by reason of death or retirement, if earlier, and shall consist of basic salary plus longevity. Holiday pay shall be included in every employees' pay and shall be considered earned upon payment.

C. Holiday pay shall not be used in computation of overtime, pay for work in higher rank, terminal leave or any other fringe benefits.

D. The Bloomfield Superior Officers Association hereby agrees that it will indemnify and hold the Township harmless from any claims and will not encourage, support or pursue any action in any forum with respect to the provisions of this Article, The Bloomfield Superior Officers Association agrees that holiday pay does not increase the Officer's hourly pay for overtime or any other purpose.

ARTICLE IX

HOLIDAY LEAVE

Employees covered under this Agreement will be entitled to one (1) day off, with pay, known as Holiday Leave.

ARTICLE X

PERSONAL LEAVE

A. Employees hired before January 1, 2011 (including Jennifer Horn, James Peri, and Dominick Sodano) covered by this Agreement shall be entitled to five (5) personal leave days annually without loss of regular pay, in addition to any other time off provided for in this Agreement. Employees hired after January 1, 2011 (excluding Jennifer Horn, James Peri, and Dominick Sodano) covered by this Agreement shall be entitled to three (3) personal leave days annually without loss of regular pay, in addition to any other time off provided for in this Agreement. Requests for personal leave day shall be submitted, in writing, to the Chief of Police at least forty-eight (48) hours prior to the day requested. The Township reserves the right to deny requests for personal days if the Chief of Police, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

B. Personal leave days shall not accumulate to the credit of the individual employee from year to year, and if not taken during the calendar year, shall be lost.

C. In the event an employee is unable to take a personal leave day in the calendar year because of pressure of work or other emergency situation, in accordance with Paragraph A of this Article, such personal leave day shall be granted and taken immediately following such time of pressure of work or other emergency situation.

ARTICLE XI

SICK LEAVE

A. No sick leave shall be granted to any temporary employee for the first six (6) months of service from the date of temporary appointment. A temporary employee shall earn and accumulate one (1) day for each month, or major fraction thereof, of completed service thereafter.

B. From the date of permanent appointment each employee shall earn and accumulate one (1) day of sick leave for each month, or major fraction thereof, of completed service up to and including December 31 following the date of permanent appointment.

C. For each year following December 31 following the date of permanent employment, the employee shall be granted fifteen (15) days sick leave for each calendar year thereafter. The amount of such sick leave not taken shall accumulate to the employee's credit from year to year.

D. Sick leave may be taken, when needed, for the following purposes:

1. Personal illness;
2. Exposure to contagious disease; and
3. Attendance upon a member of the employee's immediate family who is seriously ill or who requires the care or attendance of such employee. Such attendance shall be limited to a maximum of three (3) days. Immediate family is defined as mother, father, sister, brother, son, daughter, husband or wife.

E. Employees who retire after twenty-five (25) years or more of credited service in the pension system which service may include the purchase of military service time in accordance with Chapter 391, P.L. 1983 N.J.S.A. 43:16A-117 et seq. will be paid at the current salary figures of one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number

of accrued sick leave days and effective January, 1985 an additional one (1) day's pay for every four (4) days of accrued sick leave in excess of two hundred (200) days.

F. An employee who dies while still an active member of the Police Department will have paid to his estate the following benefit at current salary figures: one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick days.

G. An employee who is injured, ill or disabled from any cause, shall be granted injury leave with pay for a period not exceeding one (1) year upon exhaustion of all accumulated time and provided that the examining physician, appointed by the Township, certifies to such injury, illness or disability.

H. The Township offers optional buyback of up to five (5) days sick time a year for those members on the 5-2 schedule and up to forty (40) hours for those members on the Pitman schedule who have accumulated at least: twenty-seven (27) days for those 5-2 personnel or two hundred sixteen (216) hours for those Pitman Personnel and have not used any sick time up to December 1 with option dropping by a day for each day used.

I. Effective January 1, 2009, when an employee leaves the Department for any reason, the amount of sick leave credited at the beginning of the last year of employment shall be prorated by the number of months served in that year.

ARTICLE XII

WORK-CONNECTED INJURY LEAVE

Employees will be paid at the regular rate of pay during periods of work-connected disability due to illness, injury or recuperation therefrom, for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by the Township physician.

ARTICLE XIII

HEALTH, DENTAL, PRESCRIPTION DRUGS AND LIFE INSURANCE

A. Health Benefits –

Employees shall have the option of four different insurance plans that will be offered by the Township for major medical insurance. Employees shall have the ability to choose a medical plan on an annual basis for family, husband/wife, parent/child, parent/children, and single coverage.

B. Dental –

The Township will maintain the currently provided dental plan. Employees shall have the option to choose a dental plan that will be offered by the Township. The coverage will be for family, husband/wife, parent/child, parent/children, and single coverage. The Township shall contribute \$550 per annum towards the premium. The employee shall be responsible for the difference paid through payroll deduction.

C. Prescription-

1. Effective January 1, 2017, the Employer will continue to provide a prescription drug insurance plan providing prescription drugs to the Employees and their families with copayments as follows:

Generic drugs - \$10.00 for each 30 day prescription

Brand name drugs - \$20 for each 30 day prescription

Specialty Pharmaceuticals - \$50.00 for each 30 day prescription

2. Specialty Pharmaceuticals are defined in accordance with the New Jersey State Health Benefits Program, Prescription Drug Plans Member Handbook, Plan Year 2013, as: Oral or injectable drugs that have unique production, administration, or distribution requirements. They

require specialized patient education prior to use and ongoing patient assistance while undergoing treatment. This provision shall only become effective if and when all unions in the Township agree to same.

3. Effective January 1, 2017, mail ordering maintenance drugs are mandatory. Mandatory is defined as drugs taken over ninety (90) days. Starter prescriptions are defined as an initial drug purchase (locally) that will last thirty (30) days. The second prescription (mail order) will be sent to a mail order company during the initial prescription purchase period. The mail order form must be formatted in a way to make it easy to fill out.

D. Effective January 1, 2021, the contribution rate for health insurance and prescription will be increased and capped at 2% for 2021, 2022, 2023, 2024, 2025. The increased contributions for 2021 and 2022 will be deducted from the employees' retroactive salary increases.

E. The Township reserves the right to change insurance carriers, or be self-insured, as long as the new carrier provides substantially similar or better benefits as compared to the existing plans.

F. i. For employees hired on or after January 1, 2014, in accordance with N.J.S.A. 40A:10-23, the Township agrees to pay the premium charges in Subsection A above for employees and their dependents, but not including survivors, that retired with twenty-five (25) years or more of service credited in the retirement system and in the Township; and for employees who retired on disability pension based on fewer years of service credited in the retirement system.

ii. For employees hired on or before December 31, 2013, the Township agrees to pay the premium charges in Subsection A above for employees and their dependents, but not including survivors, that retired with twenty-five (25) years or more of service credited in the

retirement system and for employees who retired on disability pension based on fewer years of service credited in the retirement system.

iii. The Township reserves the right to create an Employer Group Waiver Plan for eligible retirees.

iv. Eligible retirees, as defined in subsections (F)(i) and (ii), shall contribute toward the cost of healthcare premiums as to all health benefit plans offered in the following amounts:

Retirement date between:

January 1, 2021 – December 31, 2021	1.5% of retirement salary/allowance
January 1, 2022 – December 31, 2022	1.5% of retirement salary/allowance
January 1, 2023 – December 31, 2023	2.0% of retirement salary/allowance
January 1, 2024 – December 31, 2024	2.5% of retirement salary/allowance
January 1, 2025 – December 31, 2025	2.5% of retirement salary/allowance

G. Life Insurance

The Township agrees to provide a \$1,000 Death Benefit (life insurance) for employees during the life of this Agreement.

ARTICLE XIV

PAY FOR WORK IN HIGHER RANK

A. Sergeants and Lieutenants assigned by the Chief of Police to perform the duties of a higher rank shall be paid at the effective rate of pay for the first year of service for that rank retroactive to the assignment to the rank. Payment for working in the higher rank shall be paid on a day by day basis.

B. Payment for working in higher rank shall be made within thirty (30) days following the month in which the work in higher rank was performed.

C. Captains or Deputy Chiefs, when designated by the Chief of Police, shall serve as Acting Police Chief at no additional pay for work in the higher rank.

ARTICLE XV

CLOTHING ALLOWANCE/AMMUNITION ALLOWANCE

A. The Township shall provide an annual clothing allowance of nine-hundred and fifty dollars (\$950.00), payable on or prior to May 15th of each year.

B. The clothing allowance shall be paid to employees who are employed by the Township on January 1 of the given year and have been employed for twelve (12) months continuously prior to that date.

C. The Township will provide full clothing allowance to employees hired in their first year on or before September 1st of each year. Employees hired after September 1st will be provided a clothing allowance but will not receive any additional funds in the following year for clothing

D. The clothing allowance shall be pro-rated for employees who retire by payment for the portion of the year in which they retire; according to the following formula:

1. Upon completion of three (3) months service - 25% clothing allowance.
2. Upon completion of six (6) months service - 50% clothing allowance.
3. Upon completion of nine (9) months service - 75% clothing allowance.

E. An employee who dies while an active member of the police department will have paid to his estate the pro-rated clothing allowance earned during his final year of service. Proration shall be made according to the following formula:

1. Upon completion of three (3) months service - 25% clothing allowance,
2. Upon completion of six (6) months service - 50% clothing allowance.
3. Upon completion of nine (9) months service - 75% clothing allowance.

F. Each bargaining unit member shall receive an ammunition allowance of six-hundred and fifty dollars (\$650.00) to be paid on or prior to May 15th of each year.

ARTICLE XVI

MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of all applicable law.

ARTICLE XVII

RETENTION OF BENEFITS

Except as modified by this Agreement, all provisions of municipal ordinances applicable to employees covered under this Agreement shall remain in full force and effect during the term of this Agreement.

ARTICLE XVIII

DEATH IN FAMILY LEAVE

A. Leave of absence of five (5) consecutive working days with full pay, one of which shall be the day of death or day of funeral, shall be granted to each employee upon the death of a member of the immediate family. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife, grandparents, step-children, step-parents, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse's grandparents and spouse's parents.

B. Absence from duty because of death of any other relative, or for the purpose of attending the funeral of anyone, will be chargeable to a member's accumulated vacation time or accumulated overtime. In no event may sick time be used for such purpose.

ARTICLE XIX

RETIREMENT BENEFITS

Employees shall retain all pension rights under New Jersey law.

ARTICLE XX

BUSINESS EXPENSES

A mileage allowance of twenty-six cents (\$.26) per mile, in addition to receipted toll expenses, will be paid to an employee who is required by the Chief of Police to provide his own vehicle for business related travel.

ARTICLE XXI

LONGEVITY

- A. Employees hired after January 1, 2017 will not be eligible for longevity.
- B. A longevity program based upon the employee's length of service with the Township of Bloomfield from the date of original appointment, provided there is uninterrupted service shall be provided upon the following basis:

<u>After Number of Years of Service</u>	<u>Percentage</u>
5 years	2%
10 years	4%
15 years	6%
20 years	8%
24 years	10%

- C. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.
- D. There shall be no longevity service credit for the period an employee is on leave of absence without pay.
- E. Longevity pay shall be considered as together with base pay for pension purposes.
- F. Longevity pay shall be paid with each earned salary check during the calendar year at the percentage of the employee's regular permanent salary.
- G. Any interruption of service due to a cause beyond the control of the employee such as military service, injury in the line of duty, sick leave or other approved official leave of absence, with pay, shall be considered as service for the Township of Bloomfield for the

purpose of determining the completion of said accumulated years of service with the Township of Bloomfield.

- H. Longevity pay shall be paid notwithstanding the fact that an employee of the Township is receiving the maximum salary provided in the regular salary ordinance.
- I. The anniversary date of employment for purposes of this Article shall be the employee's date of hire.

ARTICLE XXII

SALARIES

A. The salary for all employees covered by this Agreement is set forth in Schedule A, attached hereto and incorporated as part hereof, and represents increases as follows:

1. January 1, 2021 2.5% increase to base pay;
2. January 1, 2022 2.5% increase to base pay;
3. January 1, 2023 1.5% increase to base pay, plus a bonus of 2.75% non-pensionable and not added to base that will be paid out in two installments: half in June of 2023 and the remaining half in the first pay period of December 2023.
4. January 1, 2024 2.00% increase to base pay; and
January 1, 2025 2.50% increase to base pay.

B. Field Training Officers shall receive stipend of \$500 per year.

C. Captains and Deputy Chief

- a. Effective January 1, 2023, all Captains and the Deputy Chief shall receive a maximum annual stipend, non-pensionable and not added to base salary of \$4,500.
- b. Captains and the Deputy Chief shall not be eligible for the Detective Pay stipend as referenced in the Article under section D.

D. Detectives:

- a. All Detectives shall receive an additional compensation in the amount of \$4,500, in addition to their base pay. Said compensation shall be pensionable.
- b. The Township agrees to pay a total of seven (7) hours – straight time – per week to Detectives who are On Call.

- E. All newly appointed Superior Officers will receive a pay increase according to the Schedule A attached hereto.
- F. Officers and members of the Police Department shall receive credit for prior creditable service in their respective positions and office in such department so that existing years of creditable service in their respective position and office in the department shall determine the annual salaries of such officers and members in the department. The annual salary according to years of creditable service shall be determined and shall become effective on the first pay period in which the respective annual anniversary dates fall.
- G. All employees covered by this Agreement and assigned to the position of detective by the Chief shall be entitled to 5 hours minimum overtime pay per week (seven consecutive days) in which they are required to be on call. However, no employee shall receive more than 5 hours overtime unless the employee works more than 5 additional hours for the week. Furthermore, employees shall not be entitled to any minimum overtime payment if they are on call for less than 7 seven consecutive days.
- H. Salary Max will be reached upon completion of 6 months (180 days) Officer Training period at Step 1.

ARTICLE XXIII

ASSOCIATION REPRESENTATIVES

A. Any representative designated in writing by the Association may enter the Township facilities or premises at any time for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Township facilities or premises, it will request such permission from the Chief of Police or his representatives.

B. An aggregate of three (3) Association representatives shall be appointed by the Association each year on July 1 to represent the Association in grievances with the Township. The Association shall notify the Township in writing within ten (10) calendar days after the appointment of the aforementioned representatives. These three (3) Association representatives shall suffer no loss of regular pay or time due when processing grievances.

C. During collective negotiations, authorized Association representatives, not to exceed four (4), shall be excused from their normal work duties to participate in any collective negotiation session mutually scheduled by the parties and shall suffer no loss of regular pay or time due.

ARTICLE XXIV

TERMINAL LEAVE

Officers and members of the Police Department of the Township of Bloomfield terminating their Services with the Township, shall be paid one-twelfth (1/12) of the annual salary for each complete month employed by the Township. Officers and members of the Police Department working a part of a month shall be paid for the actual days worked in the final month of employment to be calculated at the rate of one-tenth (1/10) of the salary multiplied by the actual number of days worked in the final month of employment.

ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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,

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

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. In accordance with law, during the term of this Agreement, neither party will 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 XXVII

MISCELLANEOUS

The parties agree that the Township will implement a 24 pay period cycle (paychecks will be issued on the 1st and 15th of every month). This provision will go into effect when and if all other unions are in agreement with same. The Township will provide a 30 day notification to the Union of the start of the 24 pay period, which will begin either in January or July following agreement by all other unions.

ARTICLE XXVIII

EDUCATIONAL ATTAINMENT

For bargaining unit members who obtain an Associates, Bachelors, or Master's degree, they shall be entitled to an annual stipend, non-pensionable and not added to base salary, as follows:

- Associate's Degree \$1,000
- Bachelor's Degree \$1,500
- Master's Degree \$2,500

Such stipend shall be payable in accordance with the language above only after the presentation of adequate documentation indicating the obtainment of one of the aforementioned degree types from an accredited college or university.

The educational stipend shall be broken down in two payments and will be paid twice a year in May and October.

ARTICLE XXIX

DEPUTY CHIEF

- a. At the Township's discretion, a Deputy Chief of Police may be appointed.
- b. The Deputy Chief of Police's position shall be compensated in accordance with Schedule A as attached hereto.
- c. The Deputy Chief of Police shall be paid at a salary rate of Step One from the effective date of the appointment. After effective & successful completion of (6) months, the salary shall increase to the max.
- d. The Deputy Chief of Police shall be entitled to all benefits provided by this Agreement except for the following provisions:
 - a. Overtime pay, Article VI, Paragraph D, E, F, G, H and I.
 - b. Captain's pay for administration of overtime, Article VI, Paragraph J.
 - c. Field Training Officer's stipend, Article XXII, Paragraph B.
 - d. Detective's pay, Article XXII, Paragraph D.
 - e. On Call compensation, Article XXII, Paragraph G.

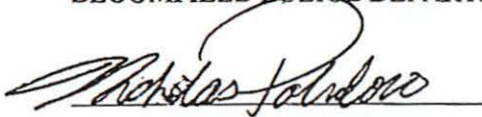
ARTICLE XXX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect to and including December 31, 2025. Any changes in salary or other economic benefits will apply only to those police officers in the employment of the Township as of the date of the signing of this Agreement or who retired from the employ of the Township or who died during the term of this Agreement. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

Whereas the parties have hereunto set their hands and seals on this _____ day of _____, 2023.

THE SUPERIOR OFFICERS ASSOCIATION
BLOOMFIELD POLICE DEPARTMENT



TOWNSHIP OF BLOOMFIELD


MAYOR MICHAEL VENEZIA

ATTEST





SCHEDULE A

	Base Pay	Holiday Pay	Adjusted Base Pay
<u>Sergeant</u>			
1	\$ 110,002.90	\$ 8,767.23	\$ 118,770.13
Max**	\$ 120,617.42	\$ 9,613.21	\$ 130,230.63
<u>Lieutenant</u>			
1	\$ 126,496.62	\$ 10,081.78	\$ 136,578.40
Max**	\$ 138,866.35	\$ 11,067.65	\$ 149,934.00
<u>Captain</u>			
1	\$ 144,968.57	\$ 11,553.99	\$ 156,522.56
Max**	\$ 158,317.98	\$ 12,617.94	\$ 170,935.93
<u>Deputy Chief</u>			
1	\$ 166,243.05	\$ 13,248.85	\$ 179,482.90
Max	\$ 174,149.79	\$ 13,879.74	\$ 188,029.52

2022 - Salaries with 2.5% Increase

	Base Pay	Holiday Pay	Adjusted Base Pay
<u>Sergeant</u>			
1	\$ 112,752.97	\$ 8,986.41	\$ 121,739.38
Max**	\$ 123,632.85	\$ 9,853.54	\$ 133,486.39
<u>Lieutenant</u>			
1	\$ 129,659.04	\$ 10,333.83	\$ 139,992.86
Max**	\$ 142,338.01	\$ 11,344.34	\$ 153,682.35
<u>Captain</u>			
1	\$ 148,592.78	\$ 11,842.84	\$ 160,435.63
Max**	\$ 162,275.93	\$ 12,933.39	\$ 175,209.33
<u>Deputy Chief</u>			
1	\$ 170,389.90	\$ 13,580.08	\$ 183,969.98
Max	\$ 178,503.53	\$ 14,226.73	\$ 192,730.26

2023 - Salaries with 1.5% Increase

	Base Pay	Holiday Pay	Adjusted Base Pay
<u>Sergeant</u>			
1	\$ 114,444.26	\$ 9,121.21	\$ 123,565.47
Max**	\$ 125,487.35	\$ 10,001.34	\$ 135,488.69
<u>Lieutenant</u>			
1	\$ 131,603.92	\$ 10,488.83	\$ 142,092.76
Max**	\$ 144,473.08	\$ 11,514.50	\$ 155,987.59
<u>Captain</u>			
1	\$ 150,821.67	\$ 12,020.49	\$ 162,842.16
Max**	\$ 164,710.07	\$ 13,127.39	\$ 177,837.47
<u>Deputy Chief</u>			
1	\$ 172,945.75	\$ 13,783.78	\$ 186,729.52
Max	\$ 181,181.08	\$ 14,440.13	\$ 195,621.22

2024 - Salaries with 2.0% Increase			
	Base Pay	Holiday Pay	Adjusted Base Pay
<u>Sergeant</u>			
1	\$ 116,733.15	\$ 9,303.63	\$ 126,036.78
Max**	\$ 127,997.09	\$ 10,201.37	\$ 138,198.46
<u>Lieutenant</u>			
1	\$ 134,236.00	\$ 10,698.61	\$ 144,934.61
Max**	\$ 147,362.54	\$ 11,744.79	\$ 159,107.34
<u>Captain</u>			
1	\$ 153,838.11	\$ 12,260.90	\$ 166,099.01
Max**	\$ 168,004.27	\$ 13,389.94	\$ 181,394.21
<u>Deputy Chief</u>			
1	\$ 176,404.66	\$ 14,059.45	\$ 190,464.12
Max	\$ 184,804.71	\$ 14,728.93	\$ 199,533.64

2025 - Salaries with 2.5% Increase			
	Base Pay	Holiday Pay	Adjusted Base Pay
<u>Sergeant</u>			
1	\$ 119,651.48	\$ 9,536.22	\$ 129,187.70
Max**	\$ 131,197.02	\$ 10,456.40	\$ 141,653.42
<u>Lieutenant</u>			
1	\$ 137,591.90	\$ 10,966.07	\$ 148,557.98
Max**	\$ 151,046.61	\$ 11,979.69	\$ 162,289.49
<u>Captain</u>			
1	\$ 157,684.06	\$ 12,567.42	\$ 170,251.48
Max**	\$ 172,204.38	\$ 13,724.69	\$ 185,929.07
<u>Deputy Chief</u>			
1	\$ 180,814.78	\$ 14,410.94	\$ 195,225.72
Max	\$ 189,424.82	\$ 15,097.16	\$ 204,521.98

**Upon completion of 6 months (180 days) Officer Training period at Step 1.