

AGREEMENT

Between

TOWN OF NEWTON SUSSEX COUNTY, NEW JERSEY

and

POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 138

---

January 1, 2022 through December 31, 2026

---

Prepared by:

METS SCHIRO & MCGOVERN, LLP  
838 GREEN STREET, SUITE 102  
ISELIN, NJ 08830  
732-636-0040  
[www.msmlaborlaw.com](http://www.msmlaborlaw.com)  
PBA LOCAL 138 ATTORNEYS

## TABLE OF CONTENTS

| <u>ARTICLE No.</u> | <u>TITLE</u>                                                                                     | <u>PAGE</u> |
|--------------------|--------------------------------------------------------------------------------------------------|-------------|
|                    | PREAMBLE                                                                                         | 1           |
| 1.                 | PURPOSE .....                                                                                    | 1           |
| 2.                 | INTENT .....                                                                                     | 1           |
| 3.                 | RECOGNITION .....                                                                                | 1           |
| 4.                 | MANAGEMENT RIGHTS .....                                                                          | 1           |
| 5.                 | GRIEVANCE PROCEDURE.....                                                                         | 2           |
| 6.                 | DUTIES OF OFFICERS.....                                                                          | 3           |
| 7.                 | EMPLOYEE RIGHTS.....                                                                             | 4           |
| 8.                 | WORK WEEK.....                                                                                   | 4           |
| 9.                 | SCHEDULING.....                                                                                  | 5           |
| 10.                | SENIOR OFFICER DIFFERENTIAL COMPENSATION.....                                                    | 5           |
| 11.                | OVER-TIME.....                                                                                   | 6           |
| 12.                | CALL BACK.....                                                                                   | 9           |
| 13.                | WAGES.....                                                                                       | 9           |
| 14.                | LONGEVITY .....                                                                                  | 10          |
| 15.                | HOLIDAYS.....                                                                                    | 11          |
| 16.                | VACATION .....                                                                                   | 12          |
| 17.                | SICK LEAVE, PERSONAL LEAVE & DONATED LEAVE .....                                                 | 12          |
| 18.                | TERMINAL LEAVE .....                                                                             | 17          |
| 19.                | CLOTHING ALLOWANCE .....                                                                         | 17          |
| 20.                | UNIFORM CLEANING .....                                                                           | 18          |
| 21.                | COLLEGE CREDITS, TEXTBOOK REIMBURSEMENT,<br>TUITION REIMBURSEMENT, AND IN-SERVICE TRAINING ..... | 18          |
| 22.                | GROUP INSURANCE & DENTAL PLAN & VISION PLAN .....                                                | 20          |
| 23.                | MEDICAL BENEFITS UPON RETIREMENT .....                                                           | 22          |
| 24.                | WEAPONS QUALIFICATION .....                                                                      | 24          |
| 25.                | POLICE VEHICLES & EQUIPMENT .....                                                                | 24          |
| 26.                | MEAL & MILEAGE ALLOWANCE .....                                                                   | 25          |
| 27.                | CEREMONIAL ACTIVITIES.....                                                                       | 25          |
| 28.                | INVESTIGATION OF POLICE OFFICERS .....                                                           | 26          |
| 29.                | PRESERVATION OF RIGHTS .....                                                                     | 26          |
| 30.                | SAVINGS CLAUSE .....                                                                             | 27          |
| 31.                | TERM & RENEWAL .....                                                                             | 27          |
| 32.                | FULLY BARGAINED PROVISION .....                                                                  | 27          |
|                    | APPENDIX A-1 – WAGE GUIDE                                                                        |             |
|                    | APPENDIX A-2 – WAGE GUIDE – EMPLOYEES HIRED AFTER 8/1/15                                         |             |



## **PREAMBLE**

This Agreement is dated the 1<sup>st</sup> day of January 2022 between the Town of Newton, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Town", and the Policemen's Benevolent Association, Local No. 138, hereinafter referred to as the "Association".

## **ARTICLE 1**

### **PURPOSE**

This Agreement is entered into to promote and ensure harmonious relations, cooperation and understanding between the Town and those members of the Association employed thereby.

## **ARTICLE 2**

### **INTENT**

It is the intention of the parties involved that this Agreement be constructed in harmony with the rules and regulations of the Civil Service Commission, Public Employment Relations Commission rules and regulations, statutes of the State of New Jersey, ordinances of the Town, and rules and regulations of the Police Department, as they exist at the time of execution.

## **ARTICLE 3**

### **RECOGNITION**

The Town recognizes the Association as the exclusive negotiating agent and representative for all sworn Patrol Officers employed by the Town within the Newton Police Department.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

A. The Town retains unto itself without limitation the powers, rights, authority, and responsibilities conferred upon it and vested in it prior to the signing of this Agreement by the



laws and Constitution of the United States and the State of New Jersey, and of its Revised General Ordinances, including but not limited to, the right to:

1. Executive management and administrative control of the Town government and the activities of its Employees.
2. Determine qualifications for employment, hire all Employees according to applicable law, transfer, suspend, demote, promote, or discharge Employees for good and just cause.
3. The exercise of the powers, rights, authority, and responsibilities of the Town shall be limited only by the specific and express terms of this Agreement, and then only to the extent consistent with the Constitution and Laws of the United States, the State of New Jersey, and the Ordinances of the Town.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

A. Definition: The term "grievance" means any complaint, difference or dispute between the Town and an Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement, or any applicable rule or regulation or policies, agreements or administrative decisions effecting any Employee(s) covered by this Agreement.

B. The purpose of the grievance procedure is to gain at the lowest possible level, an expeditious and mutually satisfactory, equitable solution to a question or problem affecting terms or conditions of this Agreement. Nothing herein implies that any individual or Town official cannot attempt to informally resolve a question or problem without going into this formal procedure.

C. The procedure for settlement of grievances shall be as follows:



1. Step One: If f any Employee covered under this Agreement has a grievance within fourteen (14) calendar days of the occurrence of the event being grieved, the Employee shall present the grievance in writing to the Chief of Police, or the Officer in charge of the Department if the Chief is absence, who shall respond within twenty-eight (28) calendar days.

2. Step Two: If the Association wishes to appeal the decision of the Chief of Police (or the Officer in charge if the Chief is absent), it shall be presented in writing to the Town Manager or his/her designated representative, within fourteen (14) calendar days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Town Manager, or their designated representative, may give the Association the opportunity to be heard, and will give his or her decision in writing within twenty-eight (28) calendar days of receipt of the written grievance.

3. Step Three: If the grievance is not resolved at Step 2, then within fourteen (14) calendar days from the date the Step 2 decision or when the Step 2 decision was due, the Association, only, may refer the grievance to arbitration through the procedures of the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator shall be shared equally by the parties except that a party incurring a late cancellation fee shall be solely responsible for its payment.

a. 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 Town or its representative on the grievance.

b. Employees covered by this Agreement shall have the right to process their own grievance without representation. However, an employee shall not have the right to process a grievance to arbitration without approval of the Association.

c. The Arbitrator may not add to, remove, modify, delete, or amend the terms of this Agreement.

## **ARTICLE 6**

### **DUTIES OF OFFICERS**

A. Senior Patrol Officers, in the absence of Sergeants, will have patrol shift responsibility and will be held accountable for patrol shift activities to include assignment of patrol responsibilities and areas of coverage, proper dress, roll call at the beginning of each shift, and proper relief of shift to the next shift supervisor.

B. Patrol Officers are required to be in uniform and ready to assume patrol at the beginning of duty shifts.

C. Patrol Officers are required to remove the keys from the ignition of patrol vehicles when vehicles are unattended, except in emergency situations.

## **ARTICLE 7**

### **EMPLOYEE RIGHTS**

A. The Town will encourage the full security of all individual rights and privileges of its Employees as citizens in a democratic society consistent with their duties and responsibilities as Employees of the Town.

B. When the Executive Delegate of the Association is a Town Employee, he shall be granted leave from duty with pay not to exceed one (1) day per month to attend to New Jersey State PBA business, provided he notifies the Scheduling Officer at least seven (7) calendar days in advance of any said absence from duty.

C. Where there is no Association Executive Delegate among the Officers of the Town then the Association may formally designate a representative and one alternate to attend County meetings. Should the designated representative be on duty when a County meeting is scheduled, then that person may attend, provided that the meeting is within five (5) miles of the Town limits, and constant radio communication is maintained.

D. This Agreement shall not exclude any benefits to which Association members, by reason of their employment by the Town, are presently entitled.

## **ARTICLE 8**

### **WORKWEEK**

A. All Employees covered by this Agreement shall work a twelve (12) hour Pitman



Schedule, totaling eighty-four (84) hours per pay period, or as otherwise established by the Chief of Police and approved by the Town Manager. Patrol Officers will work a twelve (12) hour work schedule of two/three/three/two (2/3/3/2) sequence with a one hundred four (104) annual hour time bank. Current administration and procedure under the current Work chart shall continue. The Administrative/Detective Schedule of ten (10) hour workday shall continue.

B. The Town will consider any proposed schedule changes that are presented by the Officers to prevent Officers from working continuously in excess of a period of time that unreasonably endangers the Officers or the general public. Any schedule changes may be implemented by the Officers only after such changes are deemed acceptable by both the Chief of Police and the Town Manager.

#### **ARTICLE 9**

#### **SCHEDULING**

A. A steady shift work concept will be implemented under the direction of the Chief of Police during the term of this contract.

B. The shift preference of individual Employees will be given consideration by the Chief of Police when formulating periodic work shift assignments.

C. The Town agrees to use its best efforts to ensure that two (2) regular Employees are on patrol at all times.

#### **ARTICLE 10**

#### **SENIOR OFFICER DIFFERENTIAL COMPENSATION**

A. In those instances when a Patrol Officer is the senior officer on duty on any shift, in the absence of a ranking superior officer of Sergeant or above, that Patrol Officer shall be compensated for all hours worked on said shift(s) at the base rate of pay for a Sergeant. At no

time will the Patrol Officer described herein be paid less than his current salary, should the Sergeant's base salary ever fall below that of the Patrol Officer's current base salary.

B. Compensation earned in this Article will be paid in the Employee's next regular pay.

C. Officers covered by this Agreement shall receive an annual stipend of Twenty-Five Hundred Dollars (\$2,500.00) beginning with the commencement of the twenty-fourth (24th) year of service as a Police Officer. Officers hired after September 1, 2018 will receive the annual Senior Officer stipend of Twenty-Five Hundred Dollars (\$2,500.00) commencing in their twenty-ninth (29th) year as a Police Officer.

## **ARTICLE 11**

### **OVERTIME**

A. Over-time shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off.

B. For the purposes of this Agreement, a scheduled workday which is taken as a sick or vacation day shall be construed as a normal day worked, except that any Employee covered by this Agreement who takes a sick or vacation day and subsequently is called back to work as a shift replacement on the same calendar date shall be credited with a normal day worked and shall not receive over-time for such work.

C. Employees except those working in the capacity of Detective, shall receive time and one-half for all hours worked in excess of eighty (80) hours in a fourteen (14) day cycle. All hours worked fewer than eighty (80) hours in a fourteen (14) day cycle shall be paid on a straight time basis. The first fourteen (14) day cycle of the new year shall begin with the first day of the first full pay period.





D. All Officers will be fully compensated for valid overtime not later than the paycheck covering the final days of the fourteen (14) day work cycle. When job assignments are mandatory and/or required by the Department, the Officer may opt to receive compensatory time, rather than overtime pay. Assignments that are optional (e.g., elected), will be compensated through compensatory time only. Any overtime work which is funded through grants, which will be identified, shall be compensated only through overtime pay and are ineligible for earning compensatory time.

Mandatory and/or required work by the Department allowing an Officer to choose to be compensated through overtime pay or compensatory time shall be any detail in which the Department mandates or could mandate the overtime work.

These include the following:

- Any mandatory detail (Officer is required to attend or participate)
- Patrol Shift Replacements
- Town and/or GNCC Sponsored Events
- Mandatory training or mandatory meetings

Only overtime pay, not compensatory time, will be provided for grant funded assignments including the following:

- Click it or Ticket, Pedestrian Safety Details, DWI Enforcement, Distracted Driving, when enforcement activities are expected

Any voluntarily elected detail an Officer may participate in, will be posted and designated as an elected assignment/detail/program and will be compensated through compensatory time only. The Department cannot mandate an Officer to attend or work these details. These shall include the following:

- Community Relations activities (e.g., Coffee with a Cop, Cram the Cruiser)
- Voluntary meetings
- Voluntary training opportunities as requested or offered
- L.E.A.D. events including graduation and Walk to School



- Staffing a table at Back-to-School night or Sussex County Day
- Patrol Car Detailing, firearms, or other Departmental equipment
- Project Self-Sufficiency (Christmas Toy Shop) support, including traffic control and security for the event.

The foregoing will not have any impact regarding the compensation or compensatory time provided to Officers serving in the Detective Bureau.

An Officer may not carry over more than forty-eight (48) hours of compensatory time from one calendar year to the next. Should an Employee, other than a Detective, have more than forty-eight (48) hours of compensatory time accrued in a calendar year, he/she will be required to use the hours above forty-eight (48) prior to the end of the year or, with approval from the Chief of Police, make other appropriate arrangements to reduce the compensatory time bank to forty-eight (48) hours or less. The rate will be time and one-half (1½). Requests to use compensatory time must be approved by an Officer's supervisor. Any and all requests to use compensatory time will be denied if it would cause the Department to pay overtime.

Outside employment will not be impacted by this provision and Officers will be compensated for outside employment through straight time pay pursuant to policies and procedures.

E. Detective shall not receive overtime pay but shall receive compensatory time off at the rate of one and one-half (1 ½) hours for all hours worked after the first thirty (30) hours of time worked in excess of the normal forty (40) hour work week. Additionally, a Detective shall receive proficiency pay in the amount of Thirty-Five Hundred Dollars (\$3,500.00) per year in the Employee's base pay.

F. If more than 100 hours of compensatory time are accrued by December 1st of each year, the Town shall have the option of buying back those compensatory hours, up to a maximum of Ten Thousand Dollars (\$10,000.00), if the Detective agrees to the buy back.

G. The Town will use its best efforts to ensure that each uniformed Officer shall be given an equal opportunity to work overtime.

H. Officers shall not be eligible to earn overtime for a period of four (4) hours following the use of sick leave except in cases of emergency or required Court appearances.

## **ARTICLE 12**

### **CALL-BACK**

If an Employee is called back to duty for an emergency, school crossing, Breathalyzer operation, or any other similar duty, such Employee shall be credited with a minimum of two (2) hours overtime.

## **ARTICLE 13**

### **WAGES**

A. The Salary Guide in Schedules A-1 and A-2 shall reflect the wages for all Police Officers.

B. For Officers hired on or prior to August 1, 2015 the Salary Guides will reflect the following wage increases:

|                                     |      |
|-------------------------------------|------|
| Effective and retroactive to 1/1/22 | 2.4% |
| Effective 1/1/23                    | 2.3% |
| Effective 1/1/24                    | 2.2% |
| Effective 1/1/25                    | 2.1% |
| Effective 1/1/26                    | 2.0% |

Officers hired after August 1, 2015 shall have the following wage increases added to the 13-Step Guide:

|                                     |      |
|-------------------------------------|------|
| Effective and retroactive to 1/1/22 | 2.4% |
| Effective 1/1/23                    | 2.3% |
| Effective 1/1/24                    | 2.2% |
| Effective 1/1/25                    | 2.1% |
| Effective 1/1/26                    | 2.0% |

**ARTICLE 14**

**LONGEVITY**

A. There shall be added to and made a part of the remuneration of each Employee covered by this Agreement, an amount equal to a certain percent of the salaries and wages fixed for each said person based on the completion of a certain number of years of cumulative service in and for the Town as follows:

| <u>Amount Equal To</u> | <u>Years of Cumulative Service</u> |
|------------------------|------------------------------------|
| 2%                     | 5                                  |
| 4%                     | 10                                 |
| 6%                     | 15                                 |
| 8%                     | 20                                 |
| 10%                    | 24                                 |

B. Such additional compensation shall be paid notwithstanding the maximum salaries or wages and shall be paid at the same time and in the same manner as regular salaries and wages.

C. Such longevity pay shall be based on the earnings of the normal work week and longevity shall not be added to over-time remuneration.

D. For any Employee whose anniversary date of cumulative period of five (5) years of service falls between July 1 and December 31, his longevity payment will take effect on the next January 1. For any Employee whose anniversary date of cumulative period of five (5) years of service falls between January 1 and June 30, his longevity payment will take effect on the next July 1.

E. Employees hired after January 1, 2012 shall receive the following longevity benefits:

| <u>Amount Equal To</u> | <u>Years of Cumulative Service</u> |
|------------------------|------------------------------------|
| 1%                     | 7                                  |
| 2%                     | 12                                 |
| 4%                     | 15                                 |
| 6%                     | 20                                 |
| 8%                     | 27                                 |

This new guide is effective only for Employees hired after January 1, 2012.

F. Officers hired after August 1, 2015 will not be eligible for longevity benefits.

## ARTICLE 15

### HOLIDAYS

A. Town recognizes the following fifteen (15) holidays, although members may be required to work on the holiday itself because of shift duties. Members shall not receive any additional compensation for working on holidays:

|                        |                              |
|------------------------|------------------------------|
| New Year's Day         | Martin L. King's Birthday    |
| Washington's Birthday  | Good Friday                  |
| Memorial Day           | Juneteenth (Federal Holiday) |
| Independence Day       | Labor Day                    |
| Columbus Day           | Election Day                 |
| Veterans' Day          | Thanksgiving Day             |
| Day After Thanksgiving | December 24 <sup>th</sup>    |
| Christmas Day          |                              |

B. The entire holiday benefit (one hundred and fifty (150) annual hours straight time pay) has been removed pursuant to negotiations. Pay schedule Appendix A-1 and A-2 reflect the correct calculations.



## **ARTICLE 16**

### **VACATION**

A. Annual vacation leave with pay is earned as follows:

#### **Years of Service**

#### **Vacation Leave**

One month – five years

Twelve 10-hour days or 120 hours

Sixth year – ten years

Fourteen 10-hour days or 140 hours

Eleventh year – fifteen years

Sixteen 10-hour days or 150 hours

Over fifteen years

Nineteen 10-hour days or 190 hours

B. All vacations shall be taken during the current year, where possible, and vacation time shall not be accumulated beyond the current and the immediately preceding calendar years. Vacation days may be taken any time during the calendar year even if not yet earned for the calendar year, provided they are scheduled in advance.

C. All tours of duty taken off as vacation days shall be calculated day for day.

D. Vacation benefits for Employees hired on after August 1, 2015 shall be based upon years of service as a sworn Police Officer with the Town Police Department.

## **ARTICLE 17**

### **SICK LEAVE, PERSONAL LEAVE AND DONATED LEAVE**

A. Sick leave shall accumulate at the rate of one (1) day per month for the first year of service as a sworn Police Officer with the Town Police Department and thereafter at the rate of one and one-quarter (1¼) days per month and may be accumulated from year to year.

B. The Employer may require proof of illness or injury when there is reason to believe that an Employee is abusing sick leave; or an Employee has been absent on sick leave for an aggregate of more than fifteen (15) days in a twelve (12) month period.

C. For all illnesses which exceed three (3) consecutive workdays, the deduction from sick leave shall be considered on a day for day basis, starting with day one. Illnesses of a lesser duration shall be calculated on the basis of day for day off for each tour of duty taken as sick leave.

D. Upon presentation of a valid injury incident report within the Police Department and a physician's certificate, any absence resulting from an injury sustained in the line of duty shall not reduce the Employee's sick leave.

E. With regard to the use of Personal Leave:

1. Each Employee covered by this Agreement may utilize three (3) days per annum as personal days, which days shall be deductible from his sick leave on a day for day basis. These days are non-cumulative and, if unused at the end of the calendar year, the remaining days shall revert back to sick leave and be placed in the Employee's accumulated sick leave bank.

2. To be eligible to receive said personal days, the Employee must give reasonable notice of his request to utilize the personal days. If at the end of the calendar year only three (3) personal days were charged against the Employee's sick time account and no sick days were taken, the three (3) days will automatically be credited to the sick time account for the next year.

F. Upon eligibility for full retirement or disability retirement, based on years of service with the Town individuals covered by this Agreement will be reimbursed as follows:

**Years of Service**  
**With the Town**

10 Years  
15 Years  
20 Years  
25 Years

**Percentage of Sick Time**

5% of Accrued Sick Time  
10% of Accrued Sick Time  
15% of Accrued Sick Time  
35% of Accrued Sick Time



For Employees hired after August 1, 2015 the calculation for eligibility for full retirement or disability retirement shall be based upon years of service as a sworn Police Officer with the Police Department as follows:

| <u>Years of Service</u><br><u>With the Town</u> | <u>Percentage of Sick Time</u> |
|-------------------------------------------------|--------------------------------|
| 10 Years                                        | 5% of Accrued Sick Time        |
| 15 Years                                        | 10% of Accrued Sick Time       |
| 20 Years                                        | 15% of Accrued Sick Time       |
| 25 Years                                        | 35% of Accrued Sick Time       |

As per State Statute, for any employee hired on or after May 21, 2010, the maximum payout for accrued sick time upon retirement under this Section shall be \$15,000.

**G. DONATED LEAVE PROGRAM**

Effective January 1, 2005, all eligible Employees shall be entitled to the benefits of a Donated Leave Program as set forth in N.J.A.C. 4A:6-1.22 and as set down below: All Town Employees shall be eligible to receive donated sick or vacation leave if the Employee:

1. Has completed at least one year of continuous service with the Town;
2. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off;
3. Has not in the two-year period immediately preceding the Employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
4. Either:
  - a. Suffers from a catastrophic health condition or injury;
  - b. Is needed to provide care to a member of the Employee's immediate family who is suffering from a catastrophic health condition or injury; or
  - c. Requires absence from work due to the donation of an organ



(which shall include, for example, the donation of bone marrow).

5. For purposes of this section, a "catastrophic health condition or injury" shall be defined as follows:

a. With respect to an Employee, a "catastrophic health condition or injury" is either:

i. A life-threatening condition or combination of conditions;  
or

ii. a period of disability required by his or her mental or physical health or the health of the Employee's fetus which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for sixty (60) or more workdays.

6. With respect to an Employee's immediate family member, a "catastrophic health condition or injury" is either:

a. A life-threatening condition or combination of conditions; or

b. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the family member's care by the Employee for sixty (60) or more workdays.

7. An Employee may request that the appointing authority approve his or her participation in the program, as a leave recipient or leave donor. The Employee's supervisor may make such a request on behalf of the Employee for his or her participation in the program as a leave recipient.

8. The Employee or supervisor requesting the Employee's acceptance as a leave recipient shall submit to the appointing authority medical verification from a physician or



other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.

9. When the appointing authority has approved an Employee as a leave recipient, the appointing authority shall, with the Employee's consent, post or circulate the Employee's name along with those of other eligible Employees in a conspicuous manner to encourage the donation of leave time and shall provide notice to all negotiations representatives in that appointing authority.

a. If the Employee is unable to consent to this posting or circulation, the Employee's family may consent on his or her behalf.

10. A leave recipient must receive at least five (5) sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than ten (10) such days to any one recipient.

11. A leave recipient shall receive no more than one hundred eighty (180) sick days or vacation days and shall not receive any such days on a retroactive basis.

12. A leave donor shall have remaining at least twenty (20) days of accrued sick leave if donating sick leave and at least twelve (12) of accrued vacation leave if donating vacation leave.

13. A leave donor shall not revoke the leave donation.

14. If a leave donor is not in the same department or autonomous agency as the leave recipient, appropriate arrangements shall be made between the affected appointing authorities to verify donor eligibility and adjust leave records. However, the posting requirement

set forth above is limited to the recipient's appointing authority.

15. While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.

16. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one (1) day per donor to be returned, that leave time shall not be returned.

17. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.

18. An Employee shall be prohibited from threatening, coercing, or attempting to threaten or coerce another Employee for the purpose of interfering with rights involving donating, receiving, or using donated leave time. Such prohibited act shall include, but not be limited to, promising to confer, or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an Employee.

## **ARTICLE 18**

### **TERMINAL LEAVE**

Immediately preceding retirement under the provisions of the Police and Firemen's Retirement System, Employees covered by this Agreement may use up to 320 hours of accumulated sick leave as "terminal leave" immediately prior to the Employee's actual retirement date.

## **ARTICLE 19**

### **CLOTHING ALLOWANCE**

A. Employees will be reimbursed for uniforms and/or equipment, including

eyeglasses that become damaged or unserviceable while in the line of duty. Requests for reimbursements must be submitted with adequate proof and be approved by the Chief of Police.

B. The Town agrees to supply all Employees with a second badge and an identification card.

## **ARTICLE 20**

### **UNIFORM CLEANING**

The Town feels that furnishing a uniform and maintenance expense allowance does not include responsibility for cleaning, as personal cleanliness is an individual responsibility. However, the Town does agree to use its best efforts to deduct an agreed upon amount from Employees' paychecks to enable the Association to contract with a cleaning establishment.

## **ARTICLE 21**

### **COLLEGE CREDITS, TEXTBOOK REIMBURSEMENT, TUITION**

#### **REIMBURSEMENT AND IN-SERVICE TRAINING**

A. The Town agrees to recognize those Employees who can show to the satisfaction of the Town, satisfactory evidence of completion of Police-related credits toward a college degree by paying an annual sum of money according to the following scale:

| Credits Toward College Degree | Dollar     |
|-------------------------------|------------|
| 15 credits                    | \$300.00   |
| 30 credits                    | \$500.00   |
| 60 credits                    | \$800.00   |
| 90 credits                    | \$1,000.00 |
| 120/Bachelor's Degree         | \$1,500.00 |

B. An Employee reaching a new position on the scale as certified by the Chief of



Police to the Treasurer will be compensated proportionately effective on the next July 1 or January 1, whichever date most closely follows the date of certification.

C. The Town agrees to reimburse any Officer for costs incurred to purchase accredited Police training course textbooks or required textbooks for college courses in the pursuit of an accredited degree in criminology, sociology, criminal psychology, or other program related specifically to Police work; provided that the following conditions are met:

1. The Chief is satisfied with the condition of the textbook;
2. The course was satisfactorily completed with a "C" or better grade;
3. The textbook becomes a permanent part of the Town Police library;
4. There are no other books of the same title or content in the library.

D. The Town agrees to reimburse Employees covered by this Agreement one hundred percent (100%) of the tuition costs for two (2) college courses per man per year.

Such college courses must meet the following criteria:

1. Prior approval for the course must be granted by the Police Chief;
2. The course must be satisfactorily completed with a "C" or better grade;
3. The course must be related to a degree in a Police-related program.

E. The Town may provide up to twenty-four (24) hours of Police training for all Officers. Such training is to be structured and conducted by the Chief in training sessions that are most conducive to continuing education for members of the Town Police Department. Officers will be compensated at their over-time rate when they are required to attend training scheduled outside regular duty hours.



## ARTICLE 22

### GROUP INSURANCE AND DENTAL PLAN

A. After three (3) months of full-time employment, a new Employee becomes eligible for the following coverage through the North Jersey Municipal Employee Benefits Fund (NJMEBF):

1. Hospital
2. Medical-Surgical
3. Major Medical

This coverage includes single, employee spouse, employee dependent, and family coverage.

The Town shall continue to maintain and provide all insurance benefits, coverage and administration as provided in the NJMEBF. Notwithstanding other provisions of this Article, the Town shall continue its health benefits program, including all benefit and coverage levels, usual and customary rates and deductible charges for its Employees, their spouses, and dependents. However, should an Employee choose to enroll with another health benefits carrier, the Town will pay no more than the amount it currently pays with its own carrier. All Employees shall be required to contribute a portion of the health insurance premium paid by the Town for medical health insurance pursuant to the applicable provisions of c.78 P.L. 2011 (N.J.S.A. 40A:10-21.1)

B. The Town reserves the right to change insurance carriers, or to self-insure any or all portions of the insurance benefits, as long as no less benefit, coverage and administrative level is provided and that the Town agrees to notify the Association of its intent to change carriers or self-insure at least sixty (60) days prior to the anticipated date of implementation, along with the Master Plan documents for both the current and proposed plans, for the purpose of

review and comparison of all benefits, coverage and administrative levels, usual and customary rates and deductible charges. The Town agrees to schedule a meeting with the Association to discuss the proposed change as soon as mutually possible.

C. The full cost of the insurance provided by the Town, less the required employee contribution under Chapter 78, or as otherwise agreed to, shall be covered by the Town for the Employee. However, should an Employee choose to enroll with another carrier, the Town will pay no more than the amount it currently pays with its own carrier. Current active employees shall be required make Chapter 78 contributions at tier level 4; however, the contributions shall be subject to the following caps on percentage of employee premium contributions:

| Year                  | % of Employee Premium Contribution |
|-----------------------|------------------------------------|
| 2022                  | maximum 34%                        |
| 2023                  | maximum 33%                        |
| 2024                  | maximum 32%                        |
| 2025                  | maximum 31%                        |
| 2026 (and thereafter) | maximum 30%                        |

A covered employee shall not be obligated to pay more in health insurance premium contributions than the percentage of premium set forth above regardless of the C.78 Tier 4 contribution requirement.

The caps for active and retired members shall remain in place and effect unless and until modified through negotiations and agreement by both parties.

D. The parties agree to comply with statutory requirements for health care including c. 78 P.L. 2011 (N.J.S.A. 40A:10-21.1) for healthcare contributions.

1. Subject to c.78, P.L. 2011 (N.J.S.A. 40A:10-21.1), no qualified retired



Employees or their dependents shall be required to make any contributions towards health care, as noted in Article 24, Section 3.

2. All Employees contributing to their health care may participate in the Town's Section 125 Plan.

E. The Town and the Association recognize the need for dental health and the desirability of a dental plan for members of the bargaining unit. Accordingly, the Town agrees to pay the premium for each Employee with one (1) year of continuous sworn service with the Town Police Department toward an acceptable dental plan with no co-payment by Employees. The Town further agrees to contract with an acceptable carrier to provide for the terms and conditions of the dental plan.

F. The Town agrees to pay the premium for an acceptable Vision Plan for each Employee covered by this Agreement.

G. Any Officer hired as of September 1, 2018 shall be enrolled in Aetna Choice 20/40 Open Access, or equivalent (hereinafter referred to as "Aetna Choice 20/40 Open Access") which shall be their base plan and considered the least expensive plan for all purposes. Should an Officer hired after September 1, 2018 elect a different health insurance plan, he/she will pay the required Chapter 78 premium contribution based upon the Aetna Choice 20/40 Open Access premium and the differential between the Aetna Choice 20/40 Open Access plan premium and the selected plan's premium.

## **ARTICLE 23**

### **MEDICAL BENEFITS UPON RETIREMENT**

1. All sworn Police Officers in the Newton Police Department hired prior to August 1, 2015, who retire with twenty-five (25) years of service in a State administered pension plan

shall receive medical benefits upon retirement. All new Police Officers hired after August 1, 2015 shall be required to complete twenty-five (25) years of service as a sworn Police Officer with the Newton Police Department in order to qualify for medical benefits upon retirement.

2. Upon an Officers retirement, he/she shall be eligible for the following health insurance through the Town, subject to required premium contributions:

|                 |                                                                             |
|-----------------|-----------------------------------------------------------------------------|
| Single          | -the same coverage the Officer had at the time of retirement from the Town. |
| Employee/Spouse | -the same coverage the Officer had at the time of retirement from the Town. |
| Parent/Child    | -the same coverage the Officer had at the time of retirement from the Town. |
| Family          | -the same coverage the Officer had at the time of retirement from the Town. |

Notwithstanding the foregoing, for the previously referenced retiree health insurance coverages, an Officer hired after September 1, 2018 will be eligible for the least expensive plan, Aetna Choice 20/40 Open Access for single, employee/spouse, parent/child, and family coverage, subject to Chapter 78 contributions based upon the plan's premium cost. Retirees may elect different coverage; however, he/she shall be required to pay the Chapter 78 premium contributions based upon the least expensive plan, Aetna Choice 20/40 Open Access, premium rate and the differential between the least expensive plan premium and elected plan's premium.

Covered Employees who retire during the course of this Contract Term shall pay C.78 Tier 4 contributions for medical health insurance provided through the Town based upon their income level; however, the contributions shall be subject to the following cap on percentage of the employee's premium contribution: Maximum 30%.

The caps for active and retired members shall remain in place and effect unless and until modified through negotiations and agreement by both parties.



## ARTICLE 24

### WEAPONS QUALIFICATION

A. The Town agrees to supply a sufficient amount of ammunition per Employee per year. Additionally, the Town shall replace rounds of ammunition that have become unserviceable at least once a year, and rounds that have been expended in the line of Police duty.

B. The Town further agrees to allow the Range Officer sufficient overtime to qualify the entire Department in excess of that overtime granted to said Range Officer to qualify himself.

## ARTICLE 25

### POLICE VEHICLES.AND EQUIPMENT

A. If an Employee of the Department alleges that a motor vehicle, he is assigned to use is unsafe to operate, then the vehicle shall be inspected by a mechanic designated by the Town before such vehicle is used. If a mechanic is not available to inspect the vehicle, then another vehicle shall be assigned to the Employee.

B. If no vehicle is available, then the Superior Officer shall call in a mechanic designated by the Town to inspect the vehicle and the decision of the mechanic designated by the Town shall be final.

C. All regular marked Police vehicles purchased after the execution of this Agreement shall be standard size vehicle with a standard Police package.

D. The equipment in said vehicles shall include, but not be limited to, the following items: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack with electronic siren and lights, oxygen, first aid kit, and flares.

E. At least two (2) marked vehicles shall be equipped with twelve (12) gauge

shotguns and cages.

## **ARTICLE 26**

### **MEAL AND MILEAGE ALLOWANCE**

A. Reasonable meal expenses for other than duty-related requirements shall be reimbursed upon presentation of proper receipts. Reimbursement shall only be provided when the Town requires an Employee to attend a law enforcement school and is required to leave the Town on official business.

B. When an Employee is required to leave the Town on official business, the Town shall attempt to provide a Town vehicle. If the Town is unable to provide a vehicle and the Employee is required to use his/her personal vehicle in any job-related capacity, the Employee shall be entitled to an allowance to be paid at Internal Revenue Service business rate in effect at the time of travel.

## **ARTICLE 27**

### **CEREMONIAL ACTIVITIES**

A. If a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Town will permit at least one (1) uniformed Police Officer of the Town to participate in the funeral service for said deceased Officer.

B. Subject to availability, the Town will permit a Town police vehicle to be utilized by the Employee(s) participating in such funeral service.

C. Employees participating in such funeral services shall not be entitled to any compensation during the time in which they are participating in said funeral services, unless otherwise agreed to by the Town Manager.

## **ARTICLE 28**

### **INVESTIGATION OF POLICE OFFICERS**

- A. The Department agrees to follow the current New Jersey Attorney General's Internal Affairs Policy and Procedures.
- B. An employee who receives final major disciplinary action, defined as a suspension of more than 5 working days, demotion, or termination shall have their name disclosed pursuant to Attorney General Directives 2020-5 and 2021-6.
- C. When an employee is involved in a critical incident, such as a shooting, motor vehicle accident, or physical altercation, and requests medical attention or evaluation, he shall be removed from the area as soon as possible, and shall not be required to respond to any questions or supply any statement or written report, except as needed to preserve life or health, until released by the evaluating physician or other medical professional. Such delay shall not exceed forty-eight (48) hours except in the event of physical and/or mental incapacitation.

## **ARTICLE 29**

### **PRESERVATION OF RIGHTS**

- A. The Town agrees that all benefits, terms, and conditions of employment related to the status of the Town's Police Officers which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.
- B. Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any Employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be

limited, restricted, impaired, removed, or abolished.

### **ARTICLE 30**

#### **SAVINGS CLAUSE**

If any provisions of this Agreement shall be determined by a court of proper jurisdiction to be invalid, such determinations shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

### **ARTICLE 31**

#### **TERM AND RENEWAL**

A. This Agreement shall have a term from January 1, 2022 through December 31, 2026. If the parties have not executed a successor Agreement by December 31, 2026, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

B. Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

### **ARTICLE 32**

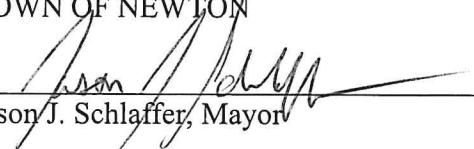
#### **FULLY BARGAINED PROVISION**

This Agreement represents and incorporates the complete and final understanding of the bargainable issues that were or could have been subject to negotiations. This Agreement can only be modified by a written agreement agreed to and executed by both parties and remains in full force and effect from January 1, 2022 until midnight, December 31, 2026, or until such time as a



new Agreement is executed, provided such extension does not exceed one hundred eighty (180) days.

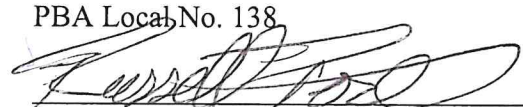
TOWN OF NEWTON

  
Jason J. Schlaffer, Mayor

ATTEST:

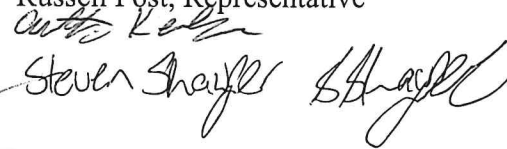
  
Terri Oswin, Municipal Clerk

PBA Local No. 138

  
Russell Post, Representative

ATTEST:

  
Carol McHugh

  
Steven Shaylor





PBA Local 138  
APPENDIX A-1

|    | A       | B          | C          | D          | E          | F          | G          |
|----|---------|------------|------------|------------|------------|------------|------------|
| 1  |         |            |            |            |            |            |            |
| 2  | Step    | Current    | 1/1/2022   | 1/1/2023   | 1/1/2024   | 1/1/2025   | 1/1/2026   |
| 3  |         |            |            |            |            |            |            |
| 4  | Academy | \$ 46,578  | \$ 48,155  | \$ 49,262  | \$ 50,346  | \$ 51,403  | \$ 52,431  |
| 5  | 1       | \$ 60,360  | \$ 62,403  | \$ 63,838  | \$ 65,242  | \$ 66,612  | \$ 67,945  |
| 6  | 2       | \$ 69,552  | \$ 71,906  | \$ 73,560  | \$ 75,178  | \$ 76,757  | \$ 78,292  |
| 7  | 3       | \$ 80,456  | \$ 83,180  | \$ 85,093  | \$ 86,965  | \$ 88,791  | \$ 90,567  |
| 8  | 4       | \$ 96,498  | \$ 99,764  | \$ 102,059 | \$ 104,304 | \$ 106,494 | \$ 108,624 |
| 9  | 5       | \$ 115,805 | \$ 119,725 | \$ 122,479 | \$ 125,173 | \$ 127,802 | \$ 130,358 |
| 10 | 6       | \$ 122,437 | \$ 126,581 | \$ 129,492 | \$ 132,341 | \$ 135,120 | \$ 137,822 |
| 11 |         |            |            |            |            |            |            |
| 12 |         |            |            |            |            |            |            |
| 13 |         |            |            |            |            |            |            |

| OFFICERS HIRED AFTER 8/1/15 |            |            |            |            |            |            |
|-----------------------------|------------|------------|------------|------------|------------|------------|
| Step                        | Current    | 1/1/2022   |            | 1/1/2023   | 1/1/2024   | 1/1/2025   |
| Academy                     |            | \$ 40,558  | \$ 41,931  | \$ 42,895  | \$ 43,839  | \$ 44,759  |
|                             | 1          | \$ 47,703  | \$ 49,318  | \$ 50,452  | \$ 51,562  | \$ 52,645  |
|                             | 2          | \$ 54,848  | \$ 56,704  | \$ 58,008  | \$ 59,284  | \$ 60,529  |
|                             | 3          | \$ 61,993  | \$ 64,091  | \$ 65,565  | \$ 67,008  | \$ 68,415  |
|                             | 4          | \$ 69,138  | \$ 71,478  | \$ 73,122  | \$ 74,731  | \$ 76,300  |
|                             | 5          | \$ 76,283  | \$ 78,864  | \$ 80,678  | \$ 82,453  | \$ 84,185  |
|                             | 6          | \$ 83,428  | \$ 86,252  | \$ 88,235  | \$ 90,176  | \$ 92,070  |
|                             | 7          | \$ 90,573  | \$ 93,639  | \$ 95,792  | \$ 97,900  | \$ 99,956  |
|                             | 8          | \$ 97,718  | \$ 101,026 | \$ 103,349 | \$ 105,623 | \$ 107,841 |
|                             | 9          | \$ 104,863 | \$ 108,412 | \$ 110,905 | \$ 113,345 | \$ 115,726 |
|                             | 10         | \$ 112,011 | \$ 115,802 | \$ 118,466 | \$ 121,072 | \$ 123,614 |
|                             | 11         | \$ 116,641 | \$ 120,589 | \$ 123,363 | \$ 126,077 | \$ 128,724 |
|                             | 12         | \$ 122,519 | \$ 126,666 | \$ 129,579 | \$ 132,430 | \$ 135,211 |
| 13                          | \$ 124,885 | \$ 129,112 | \$ 132,082 | \$ 134,987 | \$ 137,822 |            |
|                             |            |            |            |            |            | 1/1/2026   |
|                             |            |            |            |            |            | \$ 45,655  |
|                             |            |            |            |            |            | \$ 53,698  |
|                             |            |            |            |            |            | \$ 61,740  |
|                             |            |            |            |            |            | \$ 69,783  |
|                             |            |            |            |            |            | \$ 77,826  |
|                             |            |            |            |            |            | \$ 85,868  |
|                             |            |            |            |            |            | \$ 93,912  |
|                             |            |            |            |            |            | \$ 101,955 |
|                             |            |            |            |            |            | \$ 109,998 |
|                             |            |            |            |            |            | \$ 118,040 |
|                             |            |            |            |            |            | \$ 126,087 |
|                             |            |            |            |            |            | \$ 131,299 |
|                             |            |            |            |            |            | \$ 137,915 |
|                             |            |            |            |            |            | \$ 140,579 |