

# MEMORANDUM OF AGREEMENT

CITY OF NORTHFIELD

AND

NJ STATE PBA, MAINLAND LOCAL 77

WHEREAS, the City of Northfield (the City) and NJ State PBA, Mainland Local 77 (the PBA) are parties to a collective negotiations agreement covering the period January 1, 2020 through December 31, 2023 (the CNA); and

WHEREAS, the CNA, at Article XIV, Paragraph A, provides for Acting Officer pay; and

WHEREAS, a dispute arose between the City and the PBA as to the interpretation of Paragraph A of Article XIV; and

WHEREAS, the representatives of the PBA and City met to discuss the matter in an attempt to resolve the dispute; and

WHEREAS, discussions between the parties were unsuccessful in resolving the issue and ultimately, the PBA submitted a Request for Submission of a Panel of Arbitrators to the Public Employment Relations Commission (PERC); and

WHEREAS, in response to the Request, Arbitrator Joan Parker was assigned by PERC to serve as arbitrator; and

WHEREAS, the arbitration was scheduled for July 28, 2021; and

WHEREAS, on July 28, 2021, prior to the commencement of the arbitration, the parties, in an effort to avoid further costs and uncertainties associated with pursuing the matter, and without either side admitting any fault, came to an amicable resolution of the matter; and

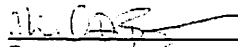
WHEREAS, the parties set forth the resolution on the record before Arbitrator Parker and now wish to further memorialize their understanding by way of Memorandum of Agreement which will serve to amend the CNA.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

1. All statements in the preamble are hereby restated as if set forth herein.
2. Paragraph A of Article XIV, regarding Acting Officer Pay shall be revised as attached and will include the following terms:
  - a. Acting Officer Pay shall commence after an officer acts for a senior officer for an aggregate of 240 hours in a calendar year. However, only when an officer serves in an acting capacity for four (4) or more hours in a shift will any hour count toward the threshold of 240. The four (4) hours do not need to be consecutive, but must be worked in a single shift in order for the time to count toward the 240-hour threshold.


- b. Upon attaining the 240-hour threshold, officers shall be compensated only if they work a minimum of three (3) hours in a shift in an acting capacity. The three (3) hours do not need to be consecutive, but must be worked in a single shift in order to be compensated.
3. The terms of paragraph 2 above shall be retroactive to January 1, 2020.
  4. The PBA shall, no later than August 2, 2021, submit to the Chief of Police the time which they believe should be counted as Acting Officer Pay pursuant to the parameters set forth in paragraph 2. The time period covered shall be from January 1, 2020 through July 31, 2021.
  5. The City, either through the Chief of Police or another designee, shall review and respond to the PBA's accounting of time no later than August 30, 2021.
  6. Retroactive payments for 2020 shall be made to the officers no later than October 8, 2021. The City shall endeavor to provide them sooner than that date. The City shall also endeavor to make a designation on the paycheck of "OIC" or "Acting Officer". The check for 2020 payments shall be one lump sum and shall be reduced by any amounts already paid to the officer for 2020.
  7. Any dispute about the time an officer says he worked as "acting officer" shall be resolved between the Chief of Police and the Local PBA Shop Steward.
  8. For "acting pay" for calendar year 2021 and beyond, the City shall issue the pay in a lump sum payroll check in the second pay period in January of the following year.
  9. The Chief of Police shall provide to the officers a form that tracks time worked as Acting Officer no later than August 2, 2021. The officers will be required to fill out this form and submit to the Chief of Police, or his designee, for verification. It is understood that this form may be revised as is necessary to further the intent of this agreement.
  10. In the event there is a dispute regarding the terms of this Agreement, Arbitrator Joan Parker shall retain jurisdiction to resolve such a dispute.
  11. The PBA hereby withdraws, with prejudice, the Request for Submission of Panel of Arbitrators (Docket No. AR-2021-360) and related grievance.
  12. The parties intend for this MOA to amend the CNA and, as such, each shall submit to their respective constituencies for a full ratification vote. No other terms and conditions of the CNA shall be altered.
  13. By signing below, each representative acknowledges the terms of this MOA and has accepted its terms on the record as of July 28, 2021 with the understanding that they will recommend same to their respective constituencies.

FOR THE PBA

  
By: \_\_\_\_\_

Date: 8/9/2021

FOR THE CITY

  
By: \_\_\_\_\_

Date: 9-14-2021

NEW ARTICLE XIV, PARAGRAPH A

A. ACTING OFFICER

Any employee who shall act for a senior officer in the absence of such senior officer, whether the acting employee is formally appointed or not, and who shall have performed the duties of the senior officer, shall be entitled to compensation appropriate to such office, with said compensation being determined as follows: for a period of 30 aggregate working days during the calendar year shall thereafter commencing on the 31<sup>st</sup> day, be entitled to compensation appropriate to such office for the time so held because of the senior officer's absence.

- a. Acting Officer Pay shall commence after an officer acts for a senior officer for an aggregate of 240 hours in a calendar year. However, only when an officer serves in an acting capacity for four (4) or more hours in a shift will any hour count toward the threshold of 240. The four (4) hours do not need to be consecutive, but must be worked in a single shift in order for the time to count toward the 240-hour threshold.
- b. Upon attaining the 240-hour threshold, officers shall be compensated only if they work a minimum of three (3) hours in a shift in an acting capacity. The three (3) hours do not need to be consecutive, but must be worked in a single shift in order to be compensated.

In computing the 30 aggregate working days hours worked in acting capacity, only those days hours during which the acting employee actually works and performs the duties of the acting senior officer, subject to the minimums set forth above, shall be counted toward the 30 aggregate working days. Such days including without limitation sick days, vacation days, and personal days, taken by the acting employee, Any time not actually worked shall not be counted toward the 30 aggregate working days 240-hour threshold. Compensation appropriate to the office held by the senior officer shall commence on the 31<sup>st</sup> day 241<sup>st</sup> hour, subject to the minimums set forth above.