

BOROUGH OF BERNARDSVILLE AND PBA LOCAL 365
2024-2027 MEMORANDUM of AGREEMENT

The Borough of Bernardsville (Borough) and PBA Local 365 (PBA), the collective negotiations representatives for all Patrol Officers and Detectives, agree to the following terms to be incorporated in the parties' successor collective negotiations agreement (CNA). Unless otherwise stipulated below: (1) all terms set forth herein shall be effective and otherwise retroactive to January 1, 2024.

1. **DURATION.** Four (4) years: January 1, 2024 - December 31, 2027.

2. **ARTICLE X – COLLEGE INCENTIVE PROGRAM**

Paragraph B (2) is amended as follows:

~~Notwithstanding anything to the contrary contained within this Agreement, the parties agree that an employee upon attaining 4 years of continuous service to the Borough, shall be compensated at the rate of \$18.00 per credit earned to a maximum of \$1800 for the calendar year of their eighth anniversary date.~~

Notwithstanding anything to the contrary contained within this Agreement, the parties agree that an employee, upon attaining 4 (four) years of continuous service to the Borough, who has earned the following degrees, shall be compensated as outlined below. In no case shall this compensation exceed \$2700 per year.

- i. Upon earning an Associate's degree, compensation of \$1,000;
- ii. Upon earning a Bachelor's degree, compensation of \$2,000;
- iii. Upon earning a Master's degree, compensation of \$2,700;
- iv. Officers who have earned college credits as of the date of this contract but have not earned a degree, shall continue to receive \$18 per credit up to a maximum of 100 credits. If and when the officer attains a degree, the compensation in subsections i through iii. shall apply.

Paragraph B (6) is amended as follows:

(b) Bachelors Degree in Police Science, Public Administration, Public Safety, Criminology, Sociology or any degree related to the performance of public duties; or

New Section: (c) For promotion to Sergeant only, military service with an honorable discharge satisfies the 90 college credit requirement.

3. ARTICLE XIV- COMPENSATION. Amended as follows:

Section A. is hereby deleted and replaced with a new section A:

- A. All officers below 1st class on the step guide shall receive a one-time payment of \$6,000 in a lump sum, subject to normal deductions, upon execution of the contract.

Salary Guide A-1 is hereby deleted.

Salary Guide A-2 is amended as follows:

SALARY GUIDE A-2

	2024 - 4.85%	2025 - 3.5%	2026 - 3.5%	2027 - 3.5%
1st Class	\$133,459.37	\$138,130.45	\$142,965.01	\$147,968.79
	2024	2025	2026	2027
Step 1	\$124,872.00	\$124,872.00	\$124,872.00	\$124,872.00
Step 2	\$116,284.00	\$116,284.00	\$116,284.00	\$116,284.00
Step 3	\$107,703.00	\$107,703.00	\$107,703.00	\$107,703.00
Step 4	\$99,108.00	\$99,108.00	\$99,108.00	\$99,108.00
Step 5	\$90,519.00	\$90,519.00	\$90,519.00	\$90,519.00
Step 6	\$81,930.00	\$81,930.00	\$81,930.00	\$81,930.00
Step 7	\$73,342.00	\$73,342.00	\$73,342.00	\$73,342.00
Step 8	\$64,754.00	\$64,754.00	\$64,754.00	\$64,754.00
Step 9	\$56,165.00	\$56,165.00	\$56,165.00	\$56,165.00
Step 10	\$51,800.00	\$51,800.00	\$51,800.00	\$51,800.00
Academy	\$38,987.00	\$38,987.00	\$38,987.00	\$38,987.00

- **Note that step 2A is removed and the remaining steps have been renumbered for clarity.**

Section J. shall be amended as follows:

J. (1) ~~Effective June 11, 2021, the~~ The compensation payable to Patrolmen and Detectives performing outside work while off duty shall be ~~increased from \$75.00 per hour to time and one-half (1½) of top step Police Officer hourly rate for "for profit" or \$64.00 per hour and, upon execution of this contract, \$10 below the top officer's rate for "non-profit" organizations as appropriate.~~ The Borough retains the discretion to determine the administrative fee for such assignments.

J. (3) When any job extends beyond the end time stated in the "Extra Duty Police Services Agreement, Application and Estimate for Services," and the officer continues his/her assignment, the additional time worked will be

~~billed in one hour increments at the rate of \$100.00 per hour~~ at two times the top step Patrol Officer's hourly rate for any part of the extra hour worked.

4. ARTICLE XVI - HOLIDAYS.

Section C. shall be amended as follows:

C. Each employee shall be entitled to ~~one (1)~~ two (2) personal leave days plus a ~~second~~ third personal leave day in lieu of Martin Luther King's birthday. Personal days shall be at the exclusive option of the officer requesting same.

5. ARTICLE XVIII – WORK IN HIGHER RANK

Section A shall be amended as follows:

A. In the event that an officer shall be assigned by the Department Head to perform the duties of a higher rank, the following shall apply:

1. The officer shall be eligible for compensation at the minimum base rate of the rank to which assigned, provided he works in that capacity one (1) continuous work week. This shall apply to both the day shift ~~only~~ and the night shift.

2. **(New Section)** In the event that a patrol officer is not specifically assigned by the Department head, but nevertheless is temporarily tasked with fulfilling the duties of a Patrol Sergeant due to the Patrol Sergeant taking Vacation, Scheduled Comp time, Earned Comp time, Personal time or Sick time, the officer in charge for the shift shall receive 1.5 hours of vacation time per shift. This shall only apply to full shifts.

Mary Melool 3/4/24
Borough of Bernardsville Date

[Signature] 03/02/24
PBA Local 365 Date

Anthony Suraco
Witness

Witness