

MEMORANDUM OF AGREEMENT

**Between the Bergen County Sheriff
and the Policemen's Benevolent
Association PBA Local 134**

(January 1, 2018 through December 31, 2021)

The parties to this Memorandum of Agreement; i.e. the Bergen County Sheriff (hereinafter the "Sheriff") and the Policemen's Benevolent Association PBA Local 134 (hereinafter the "PBA") hereby agree to the following modifications to the January 1, 2015 through December 31, 2017 Collective Negotiations Agreement between the Sheriff and the PBA.

The parties furthermore agree that the additional contract proposals previously submitted on behalf of the PBA and the Sheriff that did not result in the parties' negotiated agreements that comprise this Memorandum of Agreement shall be deemed to have been voluntarily withdrawn by the parties.

All contract language contained in the 2015-2017 contract that is not modified in this Memorandum of Agreement shall be included in the 2018-2021 contract.

Article 2 (Term of Agreement)

2.1 Modify the term of the Agreement to refer to the period from January 1, 2018 through December 31, 2021.

Article 7 (Salary)

7.1(A)(1) Effective January 1, 2018, all Sheriff's Officers and Correction Officers shall receive 2.25% across the board increases applied to each step of the existing salary schedules. In addition, all Sergeants and Lieutenants in the negotiations unit shall receive a 2.25% salary increase as well, also effective January 1, 2018.

(2) All Officers who were not at the top step of their salary guides as of December 31, 2017 shall, in addition, be advanced one salary increment step, effective January 1, 2018.

(B)(1) Effective July 1, 2019, all Sheriff's Officers and Correction Officers shall receive 1.5% across the board salary increases applied to each step of the existing salary schedules. In addition, all Sergeants and Lieutenants in the negotiations unit shall receive a 1.5% base salary increase as well, effective July 1, 2019.

(2) All Officers who were not at the top step of their salary guides as of December 31, 2018 shall, in addition, be advanced one salary increment step, effective January 1, 2019.

(C)(1) Effective January 1, 2020, all Sheriff's Officers and Correction Officers at the top step of the salary guides shall receive a 2% salary increase. In addition, all Sergeants and Lieutenants in the negotiations unit shall receive a 2% increase as well, effective January 1, 2020.

(2) All Officers who were not at the top step of their salary guides as of December 31, 2019 shall, in addition, be advanced one salary increment step, effective January 1, 2020.

(D)(1) Effective January 1, 2021, all Sheriff's Officers and Correction Officers at the top step of the salary guides will receive a 2% salary increase. In addition, all Sergeants and Lieutenants in the negotiations unit shall receive a 2% increase as well, effective January 1, 2021.

(2) Effective September 1, 2021, all Officers in the negotiations unit shall receive a 5% increase applied to all steps in the salary guides with the exception of those Officers who received, at their top step of their salary guides, 2% salary increases, effective January 1, 2021.

(3) All Officers who were not at the top step of their salary guides as of December 31, 2020 shall, in addition, be advanced one salary increment step, effective January 1, 2021.

(E)(1) Effective January 1, 2018, all new hires will be placed on a new 12 Step salary schedule (see attached Exhibit A-3), with Officers being required, after their graduation from their assigned Police Academy and their subsequent movement to Step 1 of the salary guide, to remain at Step 1 for the remainder of their graduation year and the subsequent following calendar year, not to exceed eighteen (18) months. (i.e. If an Officer's graduation date was October 1, 2018 that Officer would move to

Step 1 that day. That Officer would remain at Step 1 for the remainder of 2018 and all of 2019 moving to Step 2 on January 1, 2020.) All Inter Governmental transfers will remain at Step 1 for 1 year with movement to Step 2 on their Anniversary date of hire and movement to Step 3 on the following January 1st.

(F) Exhibit's A-1, A-2 and A-3 are attached to this contract. Those salary schedules have been developed to reflect the parties' negotiated salary increases during the term of the contract.

Article 7.3 (Senior Officer Pay)

(a) Effective as of the date of the signing of this contract Senior Officer pay shall be paid after the completion of sixteen (16) years of law enforcement employment consistent with the same formula used in paragraph 7.3 of the 2015-2017 contract. At least ten of those years must be served as a sworn Officer of Bergen County.

(b) A revised Schedule C shall be attached to this contract to refer to the Senior Officer pay calculations for each year of the contract.

Article 7.5 (On Call Pay)

Employees who are scheduled to be "on call" for a period of seven (7) consecutive days or any portion thereof, shall receive two (2) hours of CTO time per week.

Article 9.3 (Retiree Health Benefits)

(a) All Sheriff's Officers and Correction Officers who were hired prior to March 1, 2017 shall be exempt from any health insurance premium contributions upon their retirements.

(b) Any Sheriff's Officers and Correction Officers hired after March 1, 2017 shall not be exempt from any health insurance premium contributions upon their future retirements unless their retirements relate to an ordinary disability retirement or accidental disability retirement.

(c) New hires, as defined in paragraph (b) above, shall pay health insurance premium contributions upon their retirements in compliance with any State statutes that impose any "post Chapter 78" health insurance premium contributions on those retirees.

(d) If new Legislation is passed regarding retiree health benefits that may affect Officers who were hired after March 1, 2017 this contract article may only be "reopened" for the purpose of negotiating additional contract language relating to retiree health benefits that is consistent with the applicable new statute(s).

(e) The parties further agree to reopen the contract if there are any subsequent judicial decisions that are issued that strike down the prescriptions of Chapter 78, in whole or in part, that reduce or eliminate any health insurance premium contributions that were implemented under Chapter 78.

Article 10 (Work Schedules and Overtime)

10.2(a) All Sheriff's Officers assigned to BCI/Homeland Security shall work a twelve (12) hour Pitman schedule. **(The details of this schedule shall be negotiated between the Sheriff and the PBA in time to become effective as of January 1, 2019).**

10.7 Employees shall be entitled to take compensatory time off, in lieu of payment for overtime hours worked beyond eight (8) hours per day (unless on a Pitman schedule), if the following conditions are fulfilled:

- (a) If the overtime would have been paid at a time and one-half rate, then the CTO hours shall be taken at a time and one-half rate. No more than 480 CTO hours may be accumulated. This CTO "cap" shall be increased if the Federal Fair Labor Standards Act is amended to increase the "cap" beyond 480 hours.
- (b) All Officers required to work during inclement weather (while the inclement weather policy is in effect), as defined by the County, Sheriff and/or a State of Emergency is called by the Governor of New Jersey (for Bergen County), shall receive four (4) hours of CTO time for every eight (8) hours worked.

Article 10.9 (Seniority Calculations)

Language to be changed to remove the reference to the Board of Chosen Freeholders and replaced with the reference to the Bergen County Sheriff's Office.

Article 10.11 (Overtime Policies)

This paragraph shall be modified to read as follows:

Overtime within a Division **and/or Squad** shall first be offered to the first employee appearing on the Squad seniority list. Thereafter, overtime shall be offered to the next employee on the list until the list is exhausted. The procedure shall be repeated.

Article 10.12 (Declination of Overtime)

Delete the entire paragraph from the 2015-2017 contract.

Article 10.14 (Overtime Policies)

Delete the second sentence of this paragraph from the 2015-2017 contract.

Article 11.3 (Sick Leave)

Delete paragraphs (e) and (f) from the 2015-2017 contract.

Article 11.5 (Funeral Leave)

Aunts and Uncles shall be added to the "immediate family" list. (Blood relationship or through marriage). In addition, funeral leave for former in-laws shall be four (4) days if an Officer has children with the former spouse and one (1) day if the Officer did not have children with the former spouse.

Article 11.6 (Terminal Leave)

Option 3 shall be changed to read as follows:

Option 3: Officers who retire shall be eligible to receive up to \$25,000.00 as per the agreement provided they have not used

more than ten (10) sick days leave within the preceding 12 months prior to the date of their retirement and **as long as an Officer has accumulated sick time in the amount of \$50,000.00 or more.** If an Officer has used more than ten (10) such days, then they shall be paid up to a maximum of \$18,000.00 as per the current language of the 2015-2017 contract (Options 1 or 2).

Article 12.2 (Vacation)

(b) From the beginning of the second year of employment to and including the fifth year employees shall earn vacation at the rate of fifteen (15) work days per year.

(c) From the beginning of the sixth year of employment to and including the fifteenth year employees shall earn vacation at the rate of twenty (20) work days per year.

(d) From the beginning of the sixteenth year of employment and thereafter, employees shall earn vacation at the rate of twenty- four (24) work days per year.

(e) Vacation leave may be accumulated as set forth in the Civil Service Act.

Article 13 (Personal Leave)

13.2 from the 2015-2017 contract shall be deleted.

13.4 Effective the date of the signing of the new contract, all Correction and Sheriff's Officers, as well as Sergeants and Lieutenants in the bargaining unit, shall receive three (3) personal days per year.

Article 14 (Holidays)

14.6 Any Officer working a continuous operations pay schedule shall receive 4 hours CTO when working on the actual holiday, not the day the holiday is observed.

14.7 All Officers assigned to Courts/SSU on Lincoln's Birthday shall receive an extra twelve (12) hours of CTO time for working on that holiday.

Article 16 (Local Representatives and Members)

16.2 The President of the PBA, and his or her designee, shall be excused from work for attendance at the regular monthly meeting of the PBA.

16.5 PBA release time shall be provided to the PBA President "or to a chosen designee and the State Delegate", consistent with past practices, which shall enable the President and the Delegate to function in a union representative capacity whenever they are required to attend to personnel and labor relations issues affecting the PBA's membership.

Article 26 (Transfers and Staffing Vacancies)

26.1 Whenever a vacancy occurs in a specialized division of the Sheriff's Department or when any lateral transfers are to be effectuated from the title of Correction Officer to the title of Sheriff's Officer, whether by resignation, retirement, promotion, death or transfer, the following procedure shall be followed: (Specialized divisions shall be defined for the Correctional Division as any position outside of a Squad Assignment, and for the Sheriff's Division, any assignment outside of assignments to the Courts, Homeland Security and SSU divisions).

Article 34 (Additional Administrative Duties)

Second paragraph shall read:

Any supervisor designated as a Division/Unit Head, who has more than four (4) Officers under their supervision, shall receive \$2,500.00 per year as Administrative Duty Pay.

Schedule "B" stipends shall be modified as follows, effective the date of the signing of the new contract:

SERT Team/L.E.A.D./SWAT - \$850
K-9 - \$1,400
BCI/Warrants/Office of Professional
Standard - \$1,750
Medical Examiner - \$1,750
Records/Classification - \$850
Youth Leadership - \$850

Community Policing - \$850
Honor Guard - \$650
Firearms Instructor - \$850
SWAT Negotiator - \$425
Bomb Tech - \$850.00

Add to Stipend schedule:

No Officer shall receive more than two (2) stipends. They shall receive the two highest stipends they qualify for, if they are presently receiving more than two (2) stipends as of the date of the signing of the contract.

FOR THE SHERIFF OF BERGEN
COUNTY

Michael Sandino
1-31-18

FOR BERGEN COUNTY PBA
LOCAL 134

[Signature]
1-31-18

[Signature]
1-31-18

EXHIBIT "A-1"

SALARY SCHEDULE

(Officers hired prior to January 1, 2012)

	<u>2018</u>	<u>7/1/2019</u>	<u>2020</u>	<u>2021</u>	<u>9/1/2021</u>
Academy	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500
Step 1	\$45,265	\$45,944	\$45,944	\$45,944	\$48,241
Step 2	\$51,432	\$52,204	\$52,204	\$52,204	\$54,814
Step 3	\$60,553	\$61,461	\$61,461	\$61,461	\$64,534
Step 4	\$69,671	\$70,716	\$70,716	\$70,716	\$74,252
Step 5	\$78,791	\$79,973	\$79,973	\$79,973	\$83,972
Step 6	\$87,909	\$89,228	\$89,228	\$89,228	\$93,689
Step 7	\$97,029	\$98,484	\$98,484	\$98,484	\$103,408
Step 8	\$124,770	\$126,642	\$129,175	\$131,759	\$131,759
Sergeant	\$135,999	\$138,039	\$140,800	\$143,616	\$143,616
Lieutenant	\$148,239	\$150,463	\$153,472	\$156,541	\$156,541

EXHIBIT "A-2"

SALARY SCHEDULE

(Officers hired after January 1, 2012)

	<u>2018</u>	<u>7/1/2019</u>	<u>2020</u>	<u>2021</u>	<u>9/1/2021</u>
Academy	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500
Step 1	\$45,265	\$45,944	\$45,944	\$45,944	\$48,241
Step 2	\$51,432	\$52,204	\$52,204	\$52,204	\$54,814
Step 3	\$60,553	\$61,461	\$61,461	\$61,461	\$64,534
Step 4	\$69,671	\$70,716	\$70,716	\$70,716	\$74,252
Step 5	\$78,791	\$79,973	\$79,973	\$79,973	\$83,972
Step 6	\$87,909	\$89,228	\$89,228	\$89,228	\$93,689
Step 7	\$97,029	\$98,484	\$98,484	\$98,484	\$103,408
Step 8	\$108,456	\$110,083	\$110,083	\$110,083	\$115,587
Step 9	\$124,770	\$126,642	\$129,175	\$131,759	\$131,759
Sergeant	\$135,999	\$138,039	\$140,800	\$143,616	\$143,616
Lieutenant	\$148,239	\$150,463	\$153,472	\$156,541	\$156,541

EXHIBIT "A-3"

SALARY SCHEDULE - 12 STEP 4 YEAR PROPOSAL

(Officers hired after January 1, 2018)

	<u>2018</u>	<u>7/1/2019</u>	<u>2020</u>	<u>2021</u>	<u>9/1/2021</u>
Academy	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500
Step 1	\$45,265	\$45,944	\$45,944	\$45,944	\$48,241
Step 2	\$52,493	\$53,280	\$53,280	\$53,280	\$55,944
Step 3	\$59,721	\$60,616	\$60,616	\$60,616	\$63,647
Step 4	\$66,947	\$67,952	\$67,952	\$67,952	\$71,350
Step 5	\$74,177	\$75,288	\$75,288	\$75,288	\$79,052
Step 6	\$81,405	\$82,624	\$82,624	\$82,624	\$86,755
Step 7	\$88,633	\$89,960	\$89,960	\$89,960	\$94,458
Step 8	\$95,861	\$97,296	\$97,296	\$97,296	\$102,161
Step 9	\$103,089	\$104,632	\$104,632	\$104,632	\$109,864
Step 10	\$110,317	\$111,968	\$111,968	\$111,968	\$117,566
Step 11	\$117,545	\$119,304	\$119,304	\$119,304	\$125,269
Step 12	\$124,770	\$126,642	\$129,175	\$131,759	\$131,759
Sergeant	\$135,999	\$138,039	\$140,800	\$143,616	\$143,616
Lieutenant	\$148,239	\$150,463	\$153,472	\$156,541	\$156,541