

MEMORANDUM OF AGREEMENT

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

**Addressing Approval of Those Provisions in the
Settlement Agreement Between the Sheriff and PBA
Local 49 Impacting PBA 134, Modifying Certain Terms of
the 2018-2021 Collective Negotiations Agreement, and
Settling the Terms of a Successor Contract for the Period
January 1, 2022, Through December 31, 2026**

THIS MEMORANDUM OF AGREEMENT is made this 14th day of August, 2020 between the BERGEN COUNTY SHERIFF, a constitutional officer of the State of New Jersey with its principal place of business located at Two Bergen County Plaza, Hackensack, Bergen County, New Jersey, 07601, hereinafter referred to as the "Employer" or the "Sheriff," and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 134, hereinafter collectively referred to as the "PBA" or the "Union." The Sheriff and the PBA are collectively referred to as the "Parties."

The Bergen County Sheriff and PBA 134 are parties to a Collective Negotiations Agreement, effective January 1, 2015 through December 31, 2017 ("2015 CNA"), a Memorandum of Agreement, modifying the 2015 CNA effective January 1, 2018 through December 31, 2021 ("2018 MOA"), as well as Side Letter Agreement, dated May 5, 2020, settling the meaning of the term "State of Emergency" in Article 10.7(b) of the CNA set forth in the 2018 MOA. The 2015 CNA, the 2018 MOA, and the May 5, 2020, Side Letter Agreement are hereinafter collectively referred to as the "Contract."

The Parties to this Memorandum of Agreement hereby agree that proposals previously submitted on behalf of the PBA and the Sheriff that do not appear in this Memorandum of Agreement have been voluntarily withdrawn by the Parties. All contract language contained in the Contract that is not modified by this Memorandum of Agreement shall be included in the 2022-2026 collective negotiations agreement.

The Sheriff and the PBA agree to the following modifications to the Contract, and the incorporation of same into one or more integrated collective negotiations agreements as appropriate:

1. The recitals set forth above are incorporated as if set forth at length herein.
2. Successor Contract: The Sheriff and PBA Local #134 agree to settle a successor Collective Negotiations Agreement with a term commencing January 1, 2022, and ending December 31, 2026, incorporating the terms of this proposal.

3. Salary Increases (Article 7):

- a. Effective January 1, 2022, base salary for those officers at the top step of their respective salary guides, as well as Sergeants and Lieutenants, shall be increased by one percent (1.0%).
- b. Effective January 1, 2023, base salary for those officers at the top step of their respective salary guides, as well as Sergeants and Lieutenants, shall be increased by one percent (1.0%).
- c. Effective January 1, 2024, base salary for those officers at the top step of their respective salary guides, as well as Sergeants and Lieutenants, shall be increased by one percent (1.0%).
- d. Effective January 1, 2025, base salary for those officers at the top step of their respective salary guides, as well as Sergeants and Lieutenants, shall be increased by one percent (1.0%).
- e. Effective January 1, 2026, base salary for those officers at the top step of their respective salary guides, as well as Sergeants and Lieutenants, shall be increased by one half of one percent (0.5%).
- f. Any Sheriff's Officer or Corrections Officer who is not at the top step of his or her salary guide, shall be advanced one salary increment step, effective January 1, of 2022, 2023, 2024, 2025, and 2026. Employees graduating from the Academy will still be required to remain at Step 1 for the remainder of their graduation year and the subsequent calendar year, not to exceed eighteen (18) months, as set forth in the January 2018 Memorandum of Agreement between the Bergen County Sheriff and PBA Local 134.

4. Holiday Pay (Article 14):

- a. In lieu of receiving the fourteen (14) paid days off set forth in Article 14 – Holidays – of the Collective Bargaining Agreement between the Bergen County Sheriff's Office and the Police Benevolent Association, P.B.A. Local #134 as days off (either the actual (or observed) holidays or the scheduled days off in lieu of holidays set forth in paragraphs 14.1, 14.2, 14.3, 14.4, or 14.5, 14.6, or 14.7 of Article 14), each member of PBA #134 shall receive fourteen days of pay, rolled into his or her regular compensation throughout the year. This Holiday pay shall be phased in as set forth in paragraph "d." below, so that, effective January 1, 2024 and thereafter, each employee shall receive fourteen (14) days' Holiday pay per year.
- b. Holiday pay shall be paid biweekly along with the employee's base annual salary, and reported as pensionable salary. Salary increases shall be applied to base salary rates, which shall not include Holiday pay.

c. Holiday pay shall be calculated in each paycheck as follows:

- i. Base salary rate as of the pay period in which it is being paid (base annual salary as set forth in the salary guide ("BAS") divided by 2080), multiplied by 8 and then multiplied by the number of holidays in lieu of which the employee is being paid for that year ("H") divided by the number of pay periods in the year ("P") (There are generally 26 pay periods in a year, but occasionally there is an extra pay period).

The formula thus reads: $(BAS / 2080) \times 8 \times H / P$.

*By way of illustration, an employee making \$100,000 per year in a year with 26 pay periods would receive holiday pay in each paycheck as follows:

$\$100,000 \text{ per year} / 2080 = \$48.0769231 \text{ per hour}$

$\$48.0769231 \text{ per hour} \times 8 \text{ hours in a day} = \$384.615385 \text{ per day}$

$\$384.615385 \text{ per day} \times 14 \text{ holidays} = \$5,384.61538 \text{ total holiday pay per year}$

$\$5,384.61538 \text{ total holiday pay per year} / 26 \text{ pay periods} = 207.100592$

d. Holiday pay shall be phased in as follows:

- i. Effective January 1, 2022, each employee shall receive five (5) days' Holiday pay per year.
- ii. Effective January 1, 2023, each employee shall receive an additional five (5) days' Holiday pay for the year, for a total of ten (10) days' Holiday pay per year.
- iii. Effective January 1, 2024, each employee shall receive an additional four (4) days' Holiday pay for the year, for a total of fourteen (14) days' Holiday pay per year.

e. Holiday pay shall be prorated, so an employee shall not receive Holiday pay for pay periods in which he or she is not employed by the Sheriff's Office.

f. Effective January 1, 2022, the Officers working an administrative schedule shall no longer be able to take the holidays enumerated in Article 14.1 off with pay. Instead, effective January 1, 2022, the Officers working the administrative schedule shall be provided with flex time as set forth herein:

- i. Effective January 1, 2022, the Officers working an administrative schedule, other than those officers assigned to Courts/SSU, shall be provided with fourteen (14) days of Flex time.
- ii. Effective January 1, 2022, the Officers assigned to Courts/SSU shall be provided with thirteen (13) days of flex time, and shall be required to work on Lincoln's Birthday. Officers assigned to Courts/SSU may not use flex time on Lincoln's Birthday; nor shall denial of flex time on Lincoln's Birthday entitle an officer assigned to Courts/SSU to an alternate flex day, as referenced below.

Said officers assigned to Courts/SSU shall receive eight (8) hours of CTO when working on Lincoln's Birthday.

- iii. Flex time may only be used on BCSO recognized holidays and cannot be carried over into any other calendar year. In the event that an Officer is denied flex time because of departmental manpower considerations, said Officer shall be permitted to use said flex day on another day during the applicable calendar year. The choice of the alternate flex day shall be mutually agreed to by the affected Officer and the Employer, subject to the operational needs of the Department.
 - g. Effective January 1, 2022, in exchange for rolling holiday into pensionable salary, Officers will no longer receive additional compensation or CTO for working on the actual holiday except for those Officers assigned to Courts/SSU, who will receive eight (8) hours of CTO for working on Lincoln's Birthday. Accordingly, Article 14.6, which provided that any officer working a continuous operations schedule shall receive 4 hours of CTO when working on the actual holiday, will be deleted. Article 14.7 will be deleted and replaced with the language above, providing officers assigned to Courts/SSU with eight (8) hours of CTO for working Lincoln's Birthday.
5. Retiree Healthcare (Article 9): Effective upon the signing of this Memorandum of Agreement, paragraph 9.3 of Article 9, Health Benefits, will be amended to expand fully paid retiree healthcare benefits to all current Sheriff's Officers and Corrections Officers, to read as follows (with the date of the Memorandum of Agreement replacing the words "the date of the signing of this Memorandum of Agreement"):
- 9.3 (a) All Sheriffs Officers and Correction Officers hired on or prior to the date of the signing of this Memorandum of Agreement shall be exempt from any health insurance premium contributions upon their retirements, provided they have served a minimum of twenty-five (25) years as required by law, or have qualified for an ordinary disability or accidental disability retirement.
 - (b) Any Sheriffs Officers and Correction Officers hired after the date of the signing of this Memorandum of Agreement 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) Any Sheriffs Officers and Correction Officers hired after the date of the signing of this Memorandum of Agreement shall pay health insurance premium contributions upon their retirements in compliance with any State statutes that impose any 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 the date of the signing of this Memorandum of Agreement, 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.

6. Article 27 Representation Fee Provision: Pursuant to the decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466, 585 U.S. ____ (2018), Article 27 shall be deleted.
7. Exhibits A-1, A-2, A-3 (salary schedules): The parties will attach to the 2022-2026 successor Collective Negotiations Agreement Salary Schedules for each of the applicable years (2022, 2023, 2024, 2025, and 2026) using the prior Exhibits A-1, A-2, and A-3 annexed to the 2018-2021 Agreement.
8. Schedule B Stipends: The stipends set forth in Schedule B of the 2015-2018 CNA as amended by the 2018-2021 MOA shall be continued, except that, effective January 1, 2022, the K-9 stipend shall be increased to \$1,750 for any K-9 Officers who are assigned one (1) dog, and \$2,100 for any K-9 Officers assigned two (2) or more dogs.
9. Schedule C – Senior Officer Pay: The calculations for senior officer pay shall be ~~revised in accordance with the~~ negotiated base salaries for the applicable contract years.
10. New Work Schedule for Homeland Security Officers: The parties have begun good faith discussions (but not formal negotiations) regarding the possible transition to a four days on, four days off ("4-4") schedule for Sheriff's Officers assigned to Homeland Security, or such other schedule to which the parties may agree. In the event the Sheriff and the PBA reach agreement regarding the details of such a schedule, same shall be set forth in a separate side letter agreement to the successor collective negotiations agreement and shall be implemented as agreed to by the parties. However, in the event the Sheriff and the PBA are unable to reach agreement, neither party shall be entitled to seek relief by way of interest arbitration, grievance arbitration, or action in a court of law or other judicial, quasi-judicial, or administrative tribunal.
11. Approval of PBA 49 Settlement: PBA Local 134 hereby approves the Memorandum of Agreement between the Sheriff and PBA Local 49 (which Memorandum of Agreement seeks to settle various litigation between PBA Local 49 and the Sheriff, and avoid the need to lay off County Police Officers by effecting lateral title changes to the title series of Sheriff's Officer), which Memorandum of Agreement has already

been approved by PBA Local 49, as that Agreement is modified by two (2) sidebar agreements between PBA Local 49 and PBA Local 134. Copies of the referenced sidebar agreements between PBA 49 and PBA 134 are annexed hereto. The authorized signatory of PBA Local 134 shall execute the Memorandum of Agreement with PBA 49, together with the sidebar agreements indicating approval of same.

12. Intergovernmental Transfers (Article 7.1(E)(1)): Effective as of the date of the signing of this Memorandum of Agreement, the contractual language in Article 7.1(E)(1) limiting IGT placement to step 1 of the salary schedule (the last sentence of the paragraph), shall be removed and replaced with the following:

The Sheriff, in his sole discretion, shall determine the appropriate placement of intergovernmental transfers (IGTs) on the salary guide. Regardless of the step on which the IGT is placed, he or she will remain at that step until his/her anniversary date, at which time the IGT will move to the next step on the salary guide. The following January 1st, the IGT shall move to the next step on the salary guide, and every January 1st thereafter.

13. Inclement Weather: The following underlined language shall be added to the existing Article 10.7(b), consistent with the Side Letter Agreement between the parties, dated May 5, 2020, which agreement shall be incorporated into the Successor Collective Negotiations Agreement by reference:

(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. Effective May 5, 2020, "State of Emergency," as used herein, shall only refer to a state of emergency declared by the Governor due to inclement weather, and shall not apply to a state of emergency declared for any other reason.

14. Aunts and Uncles – DIF: Effective as of the date of the signing of this Memorandum of Agreement, Article 11.5, Funeral Leave, shall be amended to read:

a. Funeral Leave:

- i. Employees shall be entitled to a five (5) working day leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as limited to the officer's children, parents, grandparents, brothers, sisters, spouse, and the mother-in-law and father-in-law of the employee.
- ii. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of the employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law, any other person residing in

the employee's household, or a former spouse or former father-in-law or former mother-in-law only if the employee had children with the former spouse.

- iii. Employees shall be entitled to two (2) working days leave with pay to attend or make arrangements for the funeral of the employee's aunt or uncle. Aunt or uncle is defined as limited to the sibling of the officer's mother or father or the spouse of the sibling of the officer's mother or father.
- iv. Employees shall be entitled to two (2) working days leave with pay to attend or make arrangements for the funeral of the employee's spouse's aunt or uncle. Spouse's aunt or uncle is defined as limited to the sibling of the officer's spouse's mother or father, or the spouse of the sibling of the officer's spouse's mother or father.
- v. Employees shall be entitled to one (1) working day's leave with pay to attend or make arrangements for the funeral of the employee's a former spouse or former father-in-law or former mother-in-law if the employee did not have children with the former spouse.
- vi. Funeral leave shall not be charged against the employee's accrued leave time.

15. Specialized Units – IGTs: The "three year" rule set forth in Article 26.1(a) shall remain in effect for all "new hires," however, said rule will change for all IGTs, effective the date of the signing of this Memorandum of Agreement, with the following language being added to Article 26.1(a):

For purposes of this paragraph, effective January 1, 2021, IGTs shall be credited with one (1) year of service credit for every two (2) years of service with their predecessor department, but must have completed at least one (1) year of service with the Bergen County Sheriff's Office before being considered for an assignment outside of the "core function assignments" as defined in the existing Collective Bargaining Agreement.

16. The benefits conferred by this Memorandum of Agreement are contingent upon the lateral title change of County Police Officers to Sheriff's Officers. The terms of this Memorandum of Agreement will take effect upon PBA 134's execution of the settlement agreement already approved by PBA Local #49, but that if, for any reason, the settlement with PBA 49 fails (including, but not limited to the Civil Service Commission's failure to approve the settlement agreement) and the County Police Officers do not become Sheriff's Officers, the compensation, benefits, and concessions set forth in this proposal will terminate as of the date that the Sheriff determines that the settlement has failed. The Sheriff will not seek recoupment of any compensation or benefits paid hereunder prior to that date (or provide retroactive bereavement days), but the increased compensation and benefits set forth in this

proposal shall be recinded, effective the date the Sheriff determines the settlement with PBA Local #49 has failed, and the parties will revert to the provisions in the 2015 CNA as modified by the 2018 MOA between the Sheriff and PBA Local 134 (the status quo ante).

In Witness Whereof, the parties have executed this Memorandum of Agreement by their duly authorized officers.

Witness

Samuel E. Zullo

Dated: August 14, 2020

BERGEN COUNTY SHERIFF:

[Signature]

Sheriff Anthony Cureton

Witness

Samuel E. Zullo

Dated: August 14th, 2020

**POLICEMEN'S BENEVOLENT ASSOCIATION
PBA LOCAL 134:**

[Signature] President PBA 134
Name: JORDAN KATENDEN
Title:

Witness

Samuel E. Zullo

Dated: August 14, 2020

[Signature] State Delegate PBA 134
Name: FRANK WARTER
Title:

Exhibit A-1
(Officers hired prior to January 1, 2012)

	2018-2021 CNA	9/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Step Academy		\$34,500.00	\$34,500.00	\$34,500.00	\$34,500.00	\$34,500.00	\$34,500.00
Step 1		\$48,241.00	\$48,241.00	\$48,241.00	\$48,241.00	\$48,241.00	\$48,241.00
Step 2		\$54,814.00	\$54,814.00	\$54,814.00	\$54,814.00	\$54,814.00	\$54,814.00
Step 3		\$64,534.00	\$64,534.00	\$64,534.00	\$64,534.00	\$64,534.00	\$64,534.00
Step 4		\$74,252.00	\$74,252.00	\$74,252.00	\$74,252.00	\$74,252.00	\$74,252.00
Step 5		\$83,972.00	\$83,972.00	\$83,972.00	\$83,972.00	\$83,972.00	\$83,972.00
Step 6		\$93,689.00	\$93,689.00	\$93,689.00	\$93,689.00	\$93,689.00	\$93,689.00
Step 7		\$103,408.00	\$103,408.00	\$103,408.00	\$103,408.00	\$103,408.00	\$103,408.00
Step 8		\$131,759.00	\$133,076.59	\$134,407.36	\$135,751.43	\$137,108.94	\$137,794.49
Sergeant		\$143,616.00	\$145,052.16	\$146,502.68	\$147,967.71	\$149,447.39	\$150,194.62
Lieutenant		\$156,541.00	\$158,106.41	\$159,687.47	\$161,284.35	\$162,897.19	\$163,711.68

Exhibit A-2
(Officers hired after January 1, 2012, and prior to January 1, 2018)

	2018-2021 CNA	9/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Step Academy		\$34,500.00	\$34,500.00	\$34,500.00	\$34,500.00	\$34,500.00	\$34,500.00
Step 1		\$48,241.00	\$48,241.00	\$48,241.00	\$48,241.00	\$48,241.00	\$48,241.00
Step 2		\$54,814.00	\$54,814.00	\$54,814.00	\$54,814.00	\$54,814.00	\$54,814.00
Step 3		\$64,534.00	\$64,534.00	\$64,534.00	\$64,534.00	\$64,534.00	\$64,534.00
Step 4		\$74,252.00	\$74,252.00	\$74,252.00	\$74,252.00	\$74,252.00	\$74,252.00
Step 5		\$83,972.00	\$83,972.00	\$83,972.00	\$83,972.00	\$83,972.00	\$83,972.00
Step 6		\$93,689.00	\$93,689.00	\$93,689.00	\$93,689.00	\$93,689.00	\$93,689.00
Step 7		\$103,408.00	\$103,408.00	\$103,408.00	\$103,408.00	\$103,408.00	\$103,408.00
Step 8		\$115,587.00	\$115,587.00	\$115,587.00	\$115,587.00	\$115,587.00	\$115,587.00
Step 9		\$131,759.00	\$133,076.59	\$134,407.36	\$135,751.43	\$137,108.94	\$137,794.49
Sergeant		\$143,616.00	\$145,052.16	\$146,502.68	\$147,967.71	\$149,447.39	\$150,194.62
Lieutenant		\$156,541.00	\$158,106.41	\$159,687.47	\$161,284.35	\$162,897.19	\$163,711.68

Exhibit A-3
(Officers hired after January 1, 2018)

	2018-2021 CNA	9/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Step Academy		\$34,500.00	\$34,500.00	\$34,500.00	\$34,500.00	\$34,500.00	\$34,500.00
Step 1		\$48,241.00	\$48,241.00	\$48,241.00	\$48,241.00	\$48,241.00	\$48,241.00
Step 2		\$55,944.00	\$55,944.00	\$55,944.00	\$55,944.00	\$55,944.00	\$55,944.00
Step 3		\$63,647.00	\$63,647.00	\$63,647.00	\$63,647.00	\$63,647.00	\$63,647.00
Step 4		\$71,350.00	\$71,350.00	\$71,350.00	\$71,350.00	\$71,350.00	\$71,350.00
Step 5		\$79,052.00	\$79,052.00	\$79,052.00	\$79,052.00	\$79,052.00	\$79,052.00
Step 6		\$86,755.00	\$86,755.00	\$86,755.00	\$86,755.00	\$86,755.00	\$86,755.00
Step 7		\$94,458.00	\$94,458.00	\$94,458.00	\$94,458.00	\$94,458.00	\$94,458.00
Step 8		\$102,161.00	\$102,161.00	\$102,161.00	\$102,161.00	\$102,161.00	\$102,161.00
Step 9		\$109,864.00	\$109,864.00	\$109,864.00	\$109,864.00	\$109,864.00	\$109,864.00
Step 10		\$117,566.00	\$117,566.00	\$117,566.00	\$117,566.00	\$117,566.00	\$117,566.00
Step 11		\$125,269.00	\$125,269.00	\$125,269.00	\$125,269.00	\$125,269.00	\$125,269.00
Step 12		\$131,759.00	\$133,076.59	\$134,407.36	\$135,751.43	\$137,108.94	\$137,794.49
Sergeant		\$143,616.00	\$145,052.16	\$146,502.68	\$147,967.71	\$149,447.39	\$150,194.62
Lieutenant		\$156,541.00	\$158,106.41	\$159,687.47	\$161,284.35	\$162,897.19	\$163,711.68

Schedule "C" - Senior Officer Pay

Step	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
CO/SO	\$5,987.79	\$6,047.66	\$6,108.14	\$6,169.22	\$6,200.07
Sergeant	\$6,527.13	\$6,592.40	\$6,658.32	\$6,724.90	\$6,758.53
Lieutenant*					

*Lieutenant Senior Officer Pay will be determined upon ratification of a successor agreement to the 2012 to 2018 collective negotiations agreement between the Sheriff and PBA Local 134a.

SIDEBAR AGREEMENT
BETWEEN THE COUNTY OF BERGEN, THE BERGEN COUNTY SHERIFF,
PBA LOCAL 49 AND PBA LOCAL 134/134A

This AGREEMENT made this 14th day of August, 2020

WHEREAS, the signatories are parties to collective negotiations agreements governing the terms and conditions of employment for employees of the County of Bergen and of the Sheriff's Office, and

WHEREAS, the parties are desirous of entering into a sidebar agreement memorializing certain terms and modifications to the Collective Bargaining Agreement(s) with PBA 134 and 134A.

NOW, WHEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree that the PBA 134 contract will be amended and otherwise modified to include the following terms:

1. Continuous permanent service accumulated as a County Police officer prior to any lateral title change shall be considered as continuous permanent service with the Sheriff's Office. In other words the date of hire as a county Police Officer will be recognized as the date of hire as a Sheriff's Officer.
2. Contractual seniority shall be determined in accordance with the Provisions of the CBA between the Sheriff and PBA 134 (date of permanent promotion or date of permanent hire as appropriate) except that the employee's date of permanent hire as a County Police Officer shall be deemed to be the date of permanent hire with the Sheriff's Office and the employee's date of permanent promotion as a County Police Officer Sergeant or County Police Officer Lieutenant shall be deemed the date of permanent promotion in the equivalent Sheriff's Officer Title. The Sheriff will make appropriate arrangements to ensure that vacation selection are expanded to reasonably accommodate the increase in personnel in the Sheriff's Officer Title series and all previously approved vacation for 2020 will be honored.
3. The pensionable salary for any PBA 49 member accepting a lateral title change to the Civil Service title series of Sheriff's Officer shall remain frozen following the lateral title change at the rate of pay that officer received immediately prior to the lateral title change until such time when pensionable salaries provided by the PBA 49 CBA

and PBA 134 CBA are equalized or until such time as the employee's rank changes (e.g. promotion) after the lateral title change. Pensionable salary is understood to include the following:

- a. The base salary effective for calendar year 2017 for the rank held the employee immediately prior to the lateral title change as set forth in Exhibit A to the "Memorandum of Agreement Between the County of Bergen and Bergen County Police - PBA 49," dated January 17, 2014 (the "2014 PBA 49 MOA"), and not the index system determined to have been triggered by the May 3, 2019 decision of the Arbitrator in grievance arbitration AR-2016-526 (the "Salary Index Litigation"). It is understood that the base salary for an employee repromoted as shall be the base salary for the reinstated rank set forth in the 2014 PBA 49 MOA (e.g. a Sergeant repromoted to Lieutenant will have the employee's base salary frozen at \$159,260.02; a Police Officer repromoted to Sergeant will have the employee's base salary frozen at \$146,110.11).
 - b. Longevity,
 - c. Senior officer pay. In addition, an employee who would otherwise have become eligible to receive senior officer pay within twenty-four (24) months of the ratification of this Agreement under the PBA 49 CBA will receive senior officer pay as part of his or her pensionable salary at such time as he or she reaches eligibility for same under the PBA 49 CBA ("completed sixteen (16) or more years of Police service").
 - d. Holiday pay, and
 - e. Shift differential pay.
4. A spreadsheet setting forth the pensionable salary of each officer upon his or her lateral title change to the Civil Service title series of Sheriff's Office is annexed hereto as **Exhibit A**. The Parties acknowledge that Exhibit A does not include Senior Officer pay for those employees who are not yet eligible for same, but that senior officer pay will be included in pensionable salary for certain officers in accordance with Paragraph 3c. above. Pensionable salary shall be deemed equalized for any individual employee when the PBA 134 CBA provides the same or higher pensionable salary to that individual than the frozen pensionable salary set forth in Paragraph 3 hereinabove. Upon equalization of the PBA 134 and 49 pensionable salaries for that officer,

any and all remaining terms of the PBA 49 CBA shall become null and void and shall cease to have any effect with respect to that officer. Equalization shall be on a case by case basis for each individual officer.

5. All non-pensionable stipends and allowances, including but not limited to such as clothing allowances, special duty pay and educational stipends shall be paid in accordance with the PBA 49 CBA until the end of the calendar year in which the officer accepts the lateral title change to the Civil Service title series of Sheriff's Officer. Effective January 1 of the next calendar year all such non-pensionable stipends and allowances shall cease, and the employee will be entitled to all such non-pensionable stipends and allowances to which the employee is entitled under the terms of the PBA 134 CBA, as modified by this MOA to prevent double compensation for items included in that officer's pensionable salary.
6. Prevention of Double Compensation: To prevent double compensation for items of compensation included in the PBA 49 pensionable salary, an employee accepting a lateral title change to the Civil Service title series of Sheriff's Officer shall not be entitled to the following additional items of monetary and non-monetary compensation (including but not limited to paid leave and compensatory time) set forth in the following Articles of the PBA 134 CBA until equalization of the PBA 134 and 49 pensionable salaries:
Article 7 - Salary, including Article 7.3 "Senior Officer Pay"
Article 8 - Longevity
Article 14 - Holidays
Article 21 - Shift Differential
7. The frozen pensionable salary of an employee whose title is changed from the title series of County Police Officer to the title series of Sheriff's Office, to the extent that it may exceed any entitlements flowing from any collectively negotiated agreement, shall be considered payment in good faith settlement of litigation involving compensation and is to be considered deferred compensation for salary payments in settlement of the matters addressed herein and will, where indicated, be considered pensionable salary.
8. Retiree Health Benefits.
A PBA 49 member hired as a County Police Officer prior to March 1, 2017 and accepting a lateral title change to the Civil Service title series of Sheriff's Officer shall be deemed to have been hired prior to March 1, 2017 for

(P) (C) (D)
CBA

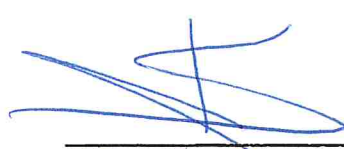
purposes of Article 9.3 of the ~~PBA 134~~ PBA. The Parties agree that they will not include any term in any successor collective bargaining agreement that discriminates against the members of PBA 49 accepting lateral title change to the Civil Service title series of Sheriff's Officer with respect to entitlement for retiree healthcare.

9. It is the Parties' intent to assure currently retired County Police Officers who currently receive paid medical benefits from the County that the County and the Sheriff agree to continue those benefits on the same terms and conditions as those benefits are provided to current and future active employees notwithstanding the dissolution of PBA 49 as the exclusive representative of County Police Officers.
10. All employees accepting a lateral title change to the Civil Service title series of Sheriff's Officer will be eligible to select membership within PBA 134 upon such lateral title change, and shall be subject to all of the terms and conditions, and entitled to all of the benefits of the CBA between PBA 134 and the Sheriff, including eligibility for postretirement medical benefits paid for by the Sheriff, except as modified herein to prevent double compensation for those items of monetary and non-monetary compensation which are rolled into pensionable salary under the PBA 49 CBA, and to harmonize parallel monetary compensation provided under both contracts during the year in which the lateral title change takes place.
11. The agreement will also be applicable to any lateral change to Captain.



PBA 49

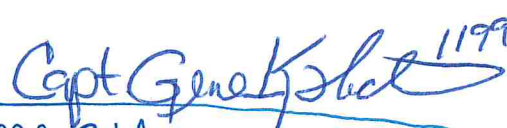
County of Bergen



PBA 134 and 134A



Bergen County Sheriff



PBA 134A 1199

Resident PBA 134
JORDAN KARENDA 8/14/2020

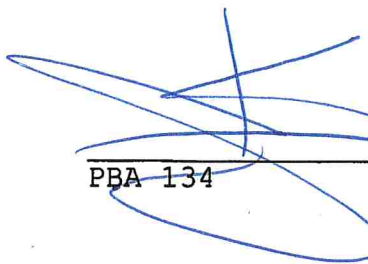
PENSIONABLE SALARIES UPON REPROMOTION AND LATERAL TITLE CHANGE

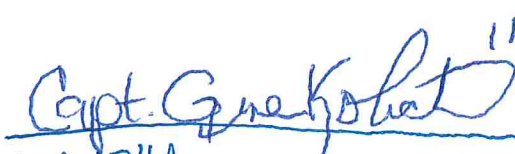
NAME	RANK	BASE SALARY	SENIOR OFFICER	LONGEVITY	ROTATING SHIFT	HOLIDAY	TOTAL PENSIONABLE SALARY
MULLIN, JAMES	CAPT	\$173,593.42	\$7,811.70	\$1000.00	\$2608.00	\$10476.60	\$195489.73
SMITH, JAMES	LT	\$159260.02	\$7166.70	\$1000.00	\$2608.00	\$9616.30	\$179651.02
DEVINE, MICHAEL	LT	\$159260.02	\$7166.70	\$1000.00	\$2608.00	\$9616.30	\$179651.02
LA DUCA, JOHN	LT	\$159260.02	\$7166.70	\$800.00	\$2608.00	\$9604.82	\$179439.54
TIEDEMANN, MATTHEW	LT	\$159260.02	0	\$800.00	\$2608.00	\$9193.19	\$171861.21
CARNEY, ROBERT	SGT	\$146110.11	\$6574.95	\$800.00	\$2608.00	\$8815.55	\$164908.62
ESCOBAR, GABRIEL	SGT	\$146110.11	\$6574.95	\$1000.00	\$2608.00	\$8827.04	\$165120.10
SCHAADT, VICTORIA	SGT	\$146110.11	\$6574.95	\$800.00	\$2608.00	\$8815.55	\$164908.62
PETRY, GIDGET	SGT	\$146110.11	\$6574.95	\$800.00	\$2608.00	\$8815.55	\$164908.62
TORO, SARA	SGT	\$146110.11	\$6574.95	\$400.00	\$2608.00	\$8792.58	\$164485.64
RYABY, DENISE	SGT	\$146110.11	0	\$800.00	\$2608.00	\$8437.91	\$157956.02
CHAN, CHRISTOPHER	SGT	\$146110.11	\$6574.95	\$400.00	\$2608.00	\$8792.58	\$164485.64
GMITEREK, STANISLAW	PO/SO	\$134046.00	\$6032.07	\$1000.00	\$2608.00	\$8102.95	\$151789.02
DUBOUE, ROBERT	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
SALDANA, DAVID	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
GAGLIOSTRO, ANTHONY	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
PORFIDO, LISA	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
PERRY, MICHAEL	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
YOON, JOHN	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
LORENC, LESZEK	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
MCGUINNESS, NIAHM	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
MUCCI, THOMAS	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
HAM, CHRISTOPHER	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
MILLS, DENISE	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
BAKSH, SAHEED	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
RIVERA, FRED	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
MORGAN, RALPH	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
WESTON, CHRISTOPHER	PO/SO	\$134046.00	\$6032.07	\$400.00	\$2608.00	\$8068.48	\$151154.55
BOUJOTAS, MANNY	PO/SO	\$134046.00	\$6032.07	\$400.00	\$2608.00	\$8068.48	\$151154.55
WILLIAMS, KA SABRE	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
ZEMA, ANDREA	PO/SO	\$134046.00	\$6032.07	\$800.00	\$2608.00	\$8091.46	\$151577.53
MONGELLI, JOHN	PO/SO	\$134046.00	0	\$800.00	\$2608.00	\$7745.00	\$145199.00
BAKER, JOHN	PO/SO	\$134046.00	\$6032.07	\$400.00	\$2608.00	\$8068.48	\$151154.55
TAPIA, ALEJANDRO	PO/SO	\$134046.00	0	\$400.00	\$2608.00	\$7722.03	\$144776.03
DONOHUE, RICHARD	PO/SO	\$134046.00	\$6032.07	\$400.00	\$2608.00	\$8068.48	\$151154.55
ROCK, BRIAN	PO/SO	\$134046.00	0	\$400.00	\$2608.00	\$7722.03	\$144776.03
DEJESUS, ALEXANDER	PO/SO	\$134046.00	0	\$200.00	\$2608.00	\$7710.54	\$144564.54

MEMORANDUM OF AGREEMENT

1. The parties to this Memorandum of Agreement agree that Local 134 shall not bear any responsibility to pay any legal fees or costs that relate to any of the filed legal actions which are referenced within the Memorandum of Agreement between the Bergen County Sheriffs Office and PBA Local 49 as outlined within paragraphs 14 (a) and 14 (b) in that Agreement. It is agreed that the cost and prosecution of those matters are expressly the responsibility of PBA Local 49.
2. It is agreed that PBA Local 134 will not be responsible for any matters which arise from the Collectively Negotiated Agreement of PBA Local 49 except as to those relating to the carryover provisions of salary and retiree health benefits and seniority referenced within the Side Bar Agreement executed simultaneously herewith.
3. The parties agree that the Memorandum of Agreement between the Bergen County Sheriffs Office and PBA Local 49 addressing lateral title transfers and related matters will not become part of the PBA 134 Collectively Negotiated Agreement but that the parties specifically agree that the items within the Side Bar Agreement executed simultaneously herewith will be added to the Collectively Negotiated Agreement with PBA 134/134A.


PBA 49


PBA 134 President PBA 134
JONAS KALENKA


PBA 134A 1197