

SIDE LETTER AGREEMENT

between

THE BERGEN COUNTY SHERIFF'S OFFICE

-and-

THE POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 134

THIS AGREEMENT made this 26th day of May, 2021 between the BERGEN COUNTY SHERIFF, a constitutional officer of the State of New Jersey with his 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."

WHEREAS, the Bergen County Sheriff and PBA 134 are parties to a Collective Negotiations Agreement, effective January 1, 2018 through December 31, 2021 ("2018 CNA") as well as a successor CNA effective January 1, 2022 through December 31, 2026 ("2022 CNA"); and

WHEREAS, officers assigned to Homeland Security, sometimes referred to as "Patrol" work "continuous operations" (as used herein, the term "Homeland Security" shall be read to mean "Patrol" and vice versa). Article 10.2 of the CNA provides that employees assigned to work in "continuous operations" as defined as seven days a week, 24 hours a day, shall be assigned a rotating cycle of days worked and days off consisting of 8-hour shifts on a rotating schedule of 4 days on, 2 days off, 4 days on, 2 days off, 4 days on, 2 days off, 5 days on, 2 days off (4-2-4-2-4-2-5-2). Employees assigned to "continuous" operations are also paid an additional 17.6 hours pay each year, determined by dividing their base salary by 2,080 in pay period 26. The additional 17.6 hours of compensation provided to those employees assigned to work in "continuous operations" is payable in a lump sum and is not reported as creditable salary for pension purposes; and

WHEREAS, the 17.6 hours of additional pay is intended to compensate the "continuous operations" officers for the 17.6 hours per year that they work more than those officers assigned to an administrative schedule (Monday through Friday, weekends off); and

WHEREAS, the 2018 CNA amended Article 10.2(a) to provide that "Sheriff's Officers assigned to BCI/Homeland Security shall work a twelve (12) hour Pitman schedule," the details of which were to be negotiated between the Sheriff and the PBA; and

WHEREAS, Sheriff's Officers assigned to BCI (i.e. the Crime Scene Unit) subsequently began working a schedule consisting of an 11-hour tour of duty on a rotating schedule of 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off (the "Modified Pitman Schedule"). Officers assigned Homeland Security continued to work "continuous operations."; and

WHEREAS, the PBA has requested that instead of the "continuous operations" schedule set forth above, that officers assigned to Homeland Security be assigned to work a schedule consisting of an 11-hour tour of duty, four days on duty, followed by four days off duty (the "11-Hour Schedule"); and

The PBA has also requested that the Sheriff and the PBA memorialize the schedule for those Officers assigned to BCI, and to apply the terms and conditions set forth below both to officers assigned to BCI and Homeland Security; and

WHEREAS, the Sheriff and the PBA hereby agree to memorialize their agreement to implement this schedule through the execution of this Side Letter Agreement ("Agreement");

NOW, THEREFORE, in consideration of the promises, covenants, conditions and undertakings contained in this Agreement, the Sheriff and the PBA agree as follows:

1. **Recitals:** The recitals set forth above are incorporated as if set forth at length herein.
2. **Implementation of 11-Hour Schedule:** Effective June 1, 2021, or as soon thereafter as the schedule can be implemented, the officers assigned to Homeland Security will work an 11-hour tour with four days on duty followed by four days off duty (the "11-Hour Schedule"). This schedule shall remain in effect for a trial period of one year (12 months). The Sheriff, or his designee, and the PBA shall meet periodically (at least quarterly) during the year to determine whether this new schedule is beneficial to the Department. If the Sheriff determines by the end of the trial period that the 11-Hour Schedule is interfering with his ability to efficiently and economically provide law enforcement services, then the officers will revert back to the existing schedule for officers assigned to work "continuous operations" (8-hrs/day, 4-2-4-2-4-2-5-2). Otherwise they will remain on the 11-Hour Schedule.
3. **Assignment of Shift:** Officers shall bid annually for their shift assignments on the basis of seniority. The first shift selection shall take place before the 11-Hour Schedule is implemented, and shall be for the remainder of 2021. The officers will bid in December 2021 for the remainder of the trial period. Assuming the 11-Hour Schedule is continued beyond the trial period, the officers will bid each December thereafter, for the subsequent year's shift assignments. The Sheriff will treat the results of the bidding system as shift assignment preferences, and will attempt to honor the officers' shift assignment preferences. However, the Sheriff will retain at all times the managerial prerogative to assign personnel to shifts as needed to ensure officer safety, effective supervision, adequate coverage, experience, and leadership on each shift.
4. **Work Equalization Time:** The Sheriff and PBA acknowledge that the 11-Hour Schedule results in officers working 2,007.5 hours per year (before paid time off), while other officers working the aforementioned "continuous operations" schedule work 1,985.6 hours per year (before paid time off). To compensate the officers working the 11-Hour Schedule for working an additional 21.9 hours per year, officers assigned to the 11-Hour Schedule will receive twenty-two (22) hours of "Work Equalization Time" off per year. This 22 hours of Work Equalization time shall be an additional bank of leave, and shall accrue for every officer assigned to the 11-Hour Schedule at a rate of 22/26 hours per pay period in years with 26 pay periods. Requests to utilize Work Equalization Time shall be made in writing, and prior approval of the Employer must be obtained before such leave may be taken. Work Equalization Time shall expire at the end of the calendar year, and shall not carry over into the following year.

5. **Earned Incentive Days (EID) Accrual:** Officers assigned to the 11-Hour Schedule who do not use sick leave in a given quarter shall receive eleven (11) extra hours of Earned Incentive Day time per quarter, referred to here as an "EID" (the parties acknowledge that an EID for other members of the bargaining unit equals 8-hours). An EID must be used by the end of the succeeding quarter, or else it shall expire.
6. **17.6 Hours of Pay Continued:** Officers assigned to the 11-Hour Schedule shall continue to receive the additional 17.6 hours pay each year granted to officers assigned to "continuous operations," as set forth and calculated in the existing Article 10.2.
7. **No Overtime for Regularly Scheduled Hours:** Officers assigned to the 11-Hour Schedule, like those assigned to BCI, will not receive overtime or CTO for the hours worked in excess of eight (8) hours in a day pursuant to their regularly scheduled 11-hour shift. Article 10.7 will be amended accordingly.
8. **Conversion of Days to Hours:** Except as otherwise referenced herein, all other references in the PBA 134 contract to "days" or "working days" shall be deemed to refer to 8 hours of such time, leave, or pay. For example and specifically:
 - a. **Personal Days:** Officers assigned to the 11-Hour schedule shall receive the same twenty-four (24) hours of personal time per year under Article 13.4 of the CNA as received by every other member of the bargaining unit.
 - b. **DIF Days:** The reference to a "working day" or "working "days" in Article 11.5, Funeral Leave, shall be deemed to refer to eight (8) hours of such time, as mentioned above. Thus, five (5) working days equals forty (40) hours; Four (4) working days equals thirty two (32) hours; two working days equals sixteen (16) hours; and one (1) working day's leave equals eight (8) hours of such leave, the same as every other member of the bargaining unit. An officer assigned to the 11-Hour Schedule whose allotted funeral leave does not equal a whole number of tours of duty shall be permitted to utilize other accrued leave (e.g. CTO, vacation, personal, earned incentive time, or Work Equalization Time) to make up the remainder of the incomplete tour as a matter of right (ordinarily such leave must be scheduled).
 - i. **For example:** The officer may link four (4) hours of CTO to take off four (4) full tours (44 hours) where the officer is entitled to 40 hours of funeral leave; link one (1) hour of vacation time to take three (3) full tours (33 hours) where the officer is entitled to 32 hours of funeral leave; link six (6) hours of personal time to take two (2) full tours (22 hours), where the officer is entitled to 16 hours of funeral leave; or link three (3) hours of earned incentive time to take one (1) full tour (11 hours) when the officer is entitled to 8 hours of funeral leave.
 - c. **Sick Leave Buyback:** Article 37.1(a) of the CNA provides that "[t]o be eligible [for sick leave by back], the officer ... (2) cannot have used more than five (5) sick days during the applicable calendar year." Notwithstanding the conversion of "days" and "working days" to hours, the parties agree that, to be eligible for the

sick leave buyback program, an officer assigned to the 11-Hour Schedule cannot have used more than forty-four (44) hours of sick leave during the applicable calendar year (instead of the forty (40) hours to which the other members of the bargaining unit are limited). Officers assigned to the 11-Hour Schedule remain subject to all other requirements of Article 37.1, including the requirement of Article 37.1(a) that, to be eligible for the sick leave buy back, the Officer must have at least 240 sick leave hours accrued as of October 31st of each year. In accordance with Article 37.1(b), officers assigned to the 11-Hour Schedule will be able to sell back up to forty (40) hours of accrued sick leave, the same as every other member of the bargaining unit. All other requirements of Article 37 remain unchanged.

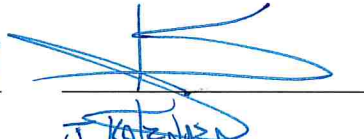
9. **Memorializing BCI Schedule:** The Sheriff and the PBA hereby memorialize and agree to the Modified Pitman Schedule being worked by Sheriff's Officers assigned to BCI, consisting of an 11-hour tour of duty on a rotating schedule of 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off. The Sheriff and the PBA acknowledge that officers assigned to BCI working the Modified Pitman Schedule are working the same number of hours per year as the officers assigned to Homeland Security working the 11-Hour Schedule. Therefore, it is agreed that Paragraphs 1, 4, 5, 6, 7, and 8 of this Agreement shall apply equally to officers assigned to BCI working the Modified Pitman Schedule as they apply to the officers assigned to Homeland Security working the 11-Hour Schedule.

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

Witness

For PBA 134:



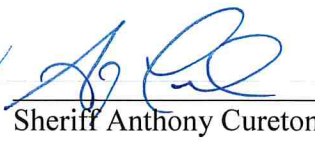

J. Katen

Dated: May 26th, 2021

Witness

For the Sheriff:




Sheriff Anthony Cureton

Dated: 5/26, 2021